

ARTICLE 5
New Employees

DATE OF EMPLOYMENT

5.1 For the purposes of this section and any other section in this Agreement, Hire Date and Date of Employment shall be considered the same and shall be calculated as follows: any person employed between the first and the fifteenth of any month, inclusive, shall be considered as employed on the first of that month; and any person employed on or after the sixteenth of any month shall be considered as employed on the sixteenth of that month.

SENIORITY DEFINITIONS

5.2 —Bargaining Unit Seniority shall be defined as the employee's length of service with the Employer since his/her date of hire as calculated in section 5.1, less any time served outside the bargaining unit or as provided for in other provisions of this Agreement. See Article 15: Layoffs, Loss of Seniority.

BENEFITS DATE

5.3 Hire date of an employee shall determine eligibility for all fringe benefits such as sick leave; vacation; health, dental and life insurance; and other leaves subject to the specific provisions set out in other Articles. See Article 15: Layoffs, Loss of Seniority.

NOTIFICATION TO UNION

5.4 Within twenty (20) working days of employment of a new employee ~~or person performing services pursuant to Article I, section 1.3(d),~~ the Employer shall notify the Union of the following relevant facts:

- a) Name of employee, home address and mailing address (if different);
- b) Position classification;
- c) Salary Range Schedule and Step Placement;
- d) Work Site and Department;
- e) Actual Date of Hire and Date of Employment established under section 5.1 above.

This section shall not apply to the utilization of CSEA members through purchase of release time for organizing purposes.

5.5 The AEU shall be provided the opportunity to attend and to address for up to one (1) hour the new employees during their orientation meeting(s) and training(s). The Employer will provide to the AEU President a schedule of the coming year's New Employee Orientation meetings each June 1st, and will provide notice of at least one (1) week to the AEU in the event of schedule changes or cancellations.

ARTICLE 7

Standard Work Day and Work Week

WORK SCHEDULES—NON-EXEMPT EMPLOYEES

7.5.1 The regular starting time shall be at a scheduled time for each shift as follows:

Day Shift Between 7:00 a.m. and 9:30 a.m., except as noted in 7.4.1 above.

Swing Shift Between 2:00 p.m. and 4:00 p.m., ~~except as noted in 7.4.2 above.~~

The supervisor of each department or office will be responsible for establishing a work schedule for his/her department or office, within the hours designated, consistent with the efficient operations of the Employer. Based on bargaining unit seniority, unit members shall select work shift assignments which are designated for a classification.

7.5.2 The Employer shall have the right to make changes in said schedule provided the changes are first discussed with the employee. The Union shall also be notified of schedule changes.

7.5.3 Employees may request a schedule change. Schedule changes shall be subject to the approval of the immediate supervisor.

7.5.4 In the event a non-exempt employee has reason to believe that the extent of their workload is unmanageable, the employee shall notify his/her immediate supervisor. The employee and his/her immediate supervisor shall then meet in an attempt to resolve the employee's concerns about his/her workload. The immediate supervisor shall render his/her written findings and course of action to the employee within ten (10) working days of the meeting.

In the event the employee is not satisfied with the written decision the employee may request the Executive Director to direct a workload study by a neutral party. The Executive Director shall then direct a workload study to be completed within thirty (30) working days following the employee's request. The findings of the study shall be in writing and provided to the employee and the Union within ten (10) working days of completion.

In the event the study determines that an unmanageable workload does exist, the Executive Director shall take such action as s/he determines, in conjunction with the employee's supervisor, to be appropriate to have the employee's workload adjusted. The action taken shall be in writing and provided to the employee and the Union within ten (10) working days of completion.

EXEMPT EMPLOYEES

7.8 Employees working in a bona fide executive, administrative, professional, or outside sales capacity and meeting all of the pertinent tests relating to duties, responsibilities and salary as stipulated under the Fair Labor Standards Act shall be considered exempt from overtime pay requirements under the Act.

7.9 Staff education and/or training activities shall not be scheduled on Sundays.

7.10 The Employer shall not require the twenty-four (24) AEU Officers and Stewards to work on the six (6) AEU General Membership and the one (1) AEU Conference Saturday meeting dates as referenced and provided to the CSEA per Article 28, Rights of the Union, Meetings, 28.4. Management will exercise best efforts, consistent with the business needs of CSEA, to avoid assigning work on dates on which AEU has scheduled general membership meetings or AEU Conference Saturday meeting dates.

WEEKEND WORK

7.11 It is understood that Saturday weekend work is part of an exempt employee's work assignment. Exempt employees shall not be required to work or attend trainings on a Sunday. This Sub-article is intended to balance work requirements with quality of life issues.

7.11.1 A weekend work assignment is defined as work assigned on a Saturday or a Sunday work performed voluntarily on a Saturday or Sunday at the request of management.

7.11.2 Effective February 1, 2009, a Unit members required, or requested, to work a weekend assignment three (3) or more weekend day assignments within a calendar year shall receive an in-lieu day commencing with the third (3rd) weekend day assignment and for each weekend day weekend day worked, assignment thereafter.

7.11.3 Any weekend day worked that fits the provision of section 11.6 shall not be counted for purposes of section 7.11.2.

7.11.4 Assignment pursuant to this Sub-article means Saturday work assigned by management or those instances where unit members volunteer to work an assigned event on a Saturday or Sunday at the request and with the authorization of management. The unit member shall stay for the period of time determined by management to be eligible for the in-lieu day.

7.11.5 This Sub-article does not apply to circumstances where a unit member chooses to work at home or at a CSEA office on a weekend, when not specifically assigned to, or requested by management to work, a weekend work assignment.

7.11.6 The unit member shall use any in-lieu day earned under this Sub-article or section 11.6 within ninety (90) calendar days of his/her entitlement. The unit member shall notify his/her supervisor of the in-lieu day scheduled; such day shall not conflict with the unit member's assignments. It is the responsibility of the unit member to track the use of the day. In the event a unit member, at the time he/she qualifies for an in-lieu day, does not have an unscheduled work

day within the ~~ninety (90)~~ calendar days, the unit member shall have 30 additional calendar days ~~one hundred twenty ((for a total of 120) calendar days)~~ to schedule and use an in-lieu day. The unit member shall notify his/her supervisor of this at the time he/she qualifies for the in-lieu day. If the employee fails to use the in-lieu day within ~~one hundred twenty (120) days~~, the Employer shall either (a) ~~have the right to~~ order the employee to take the day off on a day determined by the Employer or (b) transfer the in lieu day to a vacation day in conjunction with the employee's calendar.

7.12 Service areas, where it is mutually agreed between the employee and supervisor that a temporary workload problem exists, shall have priority consideration for additional assistance.

ARTICLE 8

Overtime

WHEN OVERTIME IS TO BE PAID

8.2.1 Overtime is defined as (1) work in excess of eight hours in a day or 40 hours in a week; and as (2) any work required to be performed outside of an employee's regular work schedule.

8.2.1 Hours worked includes all time that an employee is required to be on duty, or at a prescribed workplace for the Employer. Such work must have been authorized, in advance, by the immediate supervisor or suffered and permitted.

~~8.2.2 Any hours in paid status in excess of the standard workday or standard workweek, shall be compensated at the appropriate overtime rate, provided that the employee's immediate supervisor has authorized the overtime, in writing. All hours in paid status are considered as hours worked for purposes of determining whether eight hours in a day or 40 hours in a week were surpassed and that overtime is due.~~

8.2.3 Nothing herein shall be construed as a waiver of any rights afforded by the Fair Labor Standards Act.

RATE

8.3.1 Overtime shall be compensated at one-and-one-half (1-1/2) times the regular rate of pay of the employee ordered, authorized, or suffered and permitted to perform overtime work Monday through Saturday.

8.3.2 When a Non-Exempt employee is required to work on a holiday, as provided for in Article 11, s/he shall, in addition to the regular pay for the holiday, be compensated at one-and-one-half (1-1/2) times his/her regular rate of pay for hours worked. Such work must have been ordered or authorized by the immediate supervisor.

~~8.3.3 Overtime work required to be performed on Sunday shall be compensated at two (2) times the regular rate of pay.~~

TIME OF PAYMENT

8.4 Payment for overtime worked shall be made with the regular salary check in the pay period in which it was earned, except that overtime earned in the last five (5) days of any pay period may be compensated for in the following pay period.

CALL-BACK PAY

8.5 When a Non-Exempt employee is called back to work outside his/her regular schedule, s/he shall be paid at the appropriate overtime rate for a minimum of two (2) hours. Provided that,

should total call-back hours worked exceed two (2) hours, the employee shall receive pay at the appropriate overtime rate for all such hours worked.

INCONVENIENCE COMPENSATION

8.6 An employee required to work overtime for four (4) hours or more on a regular workday shall be granted a one (1) hour paid meal period, regardless of whether~~whether or not~~ the overtime is required before and/or after the regular work day.

ARTICLE 10
Leaves of Absence

SICKNESS LEAVES

Entitlement

10.1 All employees in the bargaining unit shall be credited with one (1) day of earned sick leave for each month in which the employee was in paid status for a majority of the work days in that month. Earned and unused sick leave days shall be accumulated from year to year without limitation.

Pay and Usage

10.2.1 Pay for a day of absence under this section shall be the same as that which the employee would have received had s/he worked that day.

10.2.2 Employees are eligible to use only those days of sick leave ~~which that have~~ actually have been earned.

10.2.3 Employees are expected to use sick leave only when necessary and in conjunction with a bona fide illness, injury, or disability (including pregnancy), unless otherwise provided herein. ~~The Employer may require proof of illness after three (3) consecutive days. However, if the Employer may demand proof of illness or injury for absences of less than three consecutive days only if (1) the Employer has a reasonable suspicion that the employee has abused sick leave; (2) the Employer has previously given the employee notice that the Employer suspects the employee of sick leave abuse; (3) the Employer's notice included the basis for the suspicion; and (4) the employee was provided an opportunity to refute the Employer's suspicion and failed to do so.~~ sussuspects an employee of sick leave abuse, the Employer may ask for proof of illness regardless of duration of the absence on the condition that the Employer has previously provided the employee with a warning letter that the Employer suspects the employee of sick leave abuse. Abuse is defined as use of sick leave for a purpose other than bona fide illness, injury or medical need.

10.2.4 The employee's sick leave account will be reduced by one (1) full day for each full day of absence. If the absence is for less than a full day, the sick leave account will be reduced by the actual time taken, but in no less than one-quarter (1/4) hour increments.

10.2.5 An employee must notify his/her immediate supervisor of his/her sick leave absence within two (2) hours of his/her starting time on the day of the absence, unless good and valid reasons exist which precludes such notification.

10.2.6 An employee may, if s/he wishes, coordinate state disability with earned sick leave, retaining the amount of the award and submitting receipts for the amount(s) received to be deducted from gross pay. The Employer, in turn, shall issue the appropriate salary payment and reimburse the employee's sick leave account for the number of sick hours purchased by the state disability award, based on the employee's pay rate. While coordinating state disability with

earned sick leave, employees will accrue additional sick leave and vacation and will continue to receive a car allowance, if applicable.

10.2.7 If the employee continues to be ill and is eligible for state disability, but exhausts all earned sick leave, s/he may use earned vacation in conjunction with state disability. The employee will continue to submit receipts of state disability payment to the Employer each month for coordination with the employee's earned vacation pay. While coordinating state disability with earned vacation, employees will accrue additional sick leave and vacation on a pro rata basis (i.e., accruals will continue based on the percentage of the leave covered by vacation). All hours for which the employee coordinates state disability payments with earned sick, donated sick, or vacation leaves shall be included in the calculations of —hours of service□ under the CSEA Defined Benefit Plan, to the extent otherwise permitted by that Plan. Employees who normally receive a vehicle allowance will receive a reduced allowance of \$75.00 per month during this leave. This reduction will take place only if the coordination exceeds three weeks.

Additional Leaves of Absence—Sickness

10.3.1 An employee who exhausts all entitlement to leave under section 10.1 may request, and the Employer may grant, additional paid or unpaid leaves of absence. Granting of additional leave to one employee does not establish any precedent in another request. Additional requests may be made and granted, but not to exceed a total of one (1) year.

10.3.2 An employee who is granted leave under this section shall, upon termination of leave and submission of a medical release to return to work, be returned to his/her position. The leave may be terminated by mutual consent, prior to the expiration date thereof.

Donated Sick Leave

~~10.3.3 On a case-by-case basis and with mutual agreement between CSEA and AEU, any bargaining unit member may donate up to five (5) days accumulated and unused sick leave to another bargaining unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves~~

10.3.1 An employee who exhausts all entitlement to leave under section 10.1 may request, and will be granted donated sick leave in accordance with his/her years of service and the amount donated by other employees. -

The recipient shall be allowed to coordinate state disability with donated sick leave, retaining the amount of the award and submitting receipts for the amount(s) received to be deducted from gross pay. The Employer, in turn, shall issue the appropriate salary payment and reimburse the employee's sick leave account for the number of sick hours purchased by the state disability award, based on the employee's pay rate.

The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one bargaining unit member before beginning to utilize days donated by another bargaining unit member. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.

Such forms as may be necessary to properly document and administer the provisions of this section shall be as mutually agreed to by the Employer and the Union, and shall be provided by the Employer.

Eligibility for Donated Sick Leave

10.3.2 In order to be eligible for donated sick leave, the anticipated term of the employee's illness or disability must be 2 months or more.

10.3.3

Employees who are granted donated sick leave must apply for SDI benefits in order to be eligible for payment.

The number of days of donated sick leave allowed will be based on years of service, as follows:

- Less than 5 years Up to 30 days
- 5 – 10 years Up to 45 days
- Over 10 years Up to 60 days

Employees will not accrue sick leave or vacation while using donated sick leave, and/or be entitled to use other paid leaves such as bereavement leave, personal necessity, etc.

Employees using donated sick leave will not be eligible for vehicle allowance.

Group Insurance will be continued while using donated sick leave.

At the conclusion of the absence and submission of a medical release to return to work, the employee shall be restored to his/her position and the time lost shall not constitute a break in service.

Exhaustion of All Sick Leave Entitlement

10.4.1 A permanent employee who exhausts all sick leave, paid (which includes donated sick leave) or unpaid, and who still is medically unable to assume the duties of his/her position shall be placed on a reemployment eligibility list for a period of thirty-nine (39) months. The Employer shall notify the employee in writing of his/her placement thereon.

10.4.2 When the employee is medically able to resume the duties of his/her position, the employee shall so notify the Employer in writing. Such written notification shall include the request for reemployment, and written certification from a physician that ~~s/he~~ the employee is medically able to resume the duties of his/her position. ~~The Employer, however, retains the right to require the employee to be examined by a physician selected and paid for by the Employer. An employee shall not be considered eligible to return to work until the Employer has received satisfactory medical evidence that the employee is able to assume the duties of his/her position and has approved the return to duty. The Employer is not entitled to receive any medical information from any medical examiner or provider if that information is protected by Sstate or Ffederal law.~~

~~10.4.3 Should there be conflicting medical reports, the parties agree to submit the issue to an agreed upon medical examiner(s). If the findings of said medical examiner(s) demonstrate satisfactory evidence that the employee is able to resume the duties of his/her position, the Employer agrees to be bound by these findings. Costs shall be borne equally by the Employer and the Union.~~

10.4.4 An employee who satisfies the requirements of 10.4.2 shall be recalled to the first vacant position in the employee's classification in accordance with 26.3(a), if such vacancy occurs within the prescribed thirty-nine (39) month period.

10.4.5 The Employer may strike the employee's name from the reemployment list for the following:

- A. Failure to respond to certified notice; and
- B. After the employee's second (2nd) rejection of notice of recall.

10.4.6 Reemployment rights under this section shall not take precedence over a reemployment list established as a result of layoffs. In the event of the existence of a layoff reemployment list, the Employee on the list provided herein shall be integrated within the layoff list, but only for the time remaining in the original thirty-nine (39) month period.

10.4.7 When an employee has been recalled to duty under this section, s/he shall be fully restored to all benefits and burdens, and the time lost shall not be considered a break in service. See Article 16: Layoffs / Seniority.

INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

Entitlement

10.5.1 All employees shall be entitled to sixty (60) working days of absence for each separate industrial accident or illness that may be sustained. Such leave is not cumulative from year to year; such leave is not deducted from the employee's accrued sick leave balance. The employee shall continue to accrue all rights and benefits under this Agreement during the leave.

10.5.2 If an employee sustains an industrial accident or illness which overlaps into a new fiscal year, s/he shall be entitled to use only those days remaining from the original sixty (60) days.

Pay and Usage

10.6.1 The employee shall be paid the same wage for a day of absence as s/he would have received had s/he worked. While on industrial accident and illness leave, employees will accrue additional sick leave and vacation at the same rate that they would accrue it if working. In addition, employees will continue to receive a car allowance, if applicable.

10.6.2 At such time as the employee receives the temporary disability wage award by the Worker's Compensation carrier, s/he shall retain the amount of the award and submit receipts to the Employer for the amount(s) received for deduction from the employee's gross pay.

10.6.3 Entitlement shall be reduced by one (1) full day for each day of absence regardless of receipt of Worker's Compensation wage benefits by the Employer.

Integration with Other Leave

10.7.1 If the employee continues to be disabled after using the sixty (60) working days authorized herein, s/he shall be entitled to use accumulated sick leave in conjunction with Worker's Compensation, provided the employee submits to the Employer receipts of the Worker's Compensation award each month. His/her sick leave entitlement shall be reduced only by that amount necessary to provide him/her with a full day's wage when added to the Worker's Compensation award.

10.7.2 In addition to usage of sick leave, the employee may, if s/he wishes, use vacation or other leave entitlement in the same manner as sick leave.

Exhaustion of Leave Entitlement

10.8 Any employee who exhausts all leave entitlement as provided for in section 10.5.1 and who is unable to resume the duties of his/her position may request, and the employer may grant, leave under sections 10.3.1 and 10.3.2. If the employee's request is denied, the employee will be subject to sections 10.4.1 through 10.4.7.

PERSONAL NECESSITY LEAVE

10.9.1 Any days of absence earned pursuant to section 10.1 may be used by the employee, up to twelve (12) in any one (1) fiscal year, at his/her election, in cases of personal necessity for which written verification shall be provided by the employee upon the supervisor's request, to including, but not limited to the following:

(a) Death of a member of the employee's immediate family when additional leave is required beyond that provided in section 10.21.1.

(b) Death of a person other than those listed above in subsection (a) employee's niece, nephew, aunt, uncle, or domestic partner.

(c) Accident, involving the employee's person or property, or the person or property of a member of his/her immediate family.

(d) Illness of a member of the employee's immediate family.

(e) Appearance in any court or before any administrative tribunal as a litigant.

(f) For the birth, adoption, or foster care placement, of a child; or for child care immediately following the birth or adoption or foster care placement of a child.

(g) Upon a minimum of two (2) weeks notice to the immediate supervisor, four (4) days of the twelve (12) days may be taken for recognized observances of the employee's personal religion.

(h) Such other reasons as may be approved in advance by the immediate supervisor.

10.9.2 The employee shall provide the Employer with the reason for the use of personal necessity leave, except that the employee may use up to three personal; necessity days per calendar year without providing the reason.

10.9.3~~2~~ Immediate family shall have the same meaning as provided in section 10.21.2.

10.9.4 In those cases where a reason for the personal necessity leave is provided by the employee, the Employer may request verification if the Employer ~~has reason to believe that the employee has not provided a valid reason.~~ Provides in writing a reason why the employer believes that the employee is not being truthful about the reason given for the requested leave.

PARENTAL LEAVE

10.10.1 Employees are entitled to up to twelve (12) weeks of parental leave under sections 10.18.4 and 10.18.5 of this Agreement. In addition, an employee may request and the Employer may grant an additional unpaid leave of absence not to exceed six (6) months. Additional requests may be made and granted, not to exceed one (1) additional year. Granting of additional leave to one employee does not establish any precedent. If such additional leave is granted for a period not to exceed thirty (30) working days, it shall not be considered a break in service.

10.10.2 An employee may use sick leave for the period of disability in conjunction with any pregnancy complications or the birth of her child to the extent that it is earned at the time of her leave of absence.

10.10.3 At the conclusion of the pregnancy leave of absence and after the submission of a medical release to return to work, the employee shall be restored to her position and the time lost shall not constitute a break in service.

10.10.4 Under California law, female employees are entitled to certain leaves for pregnancy disabilities. These leaves may include rights in addition to those that are set forth, and grievable,

FAMILY AND MEDICAL LEAVE

ELIGIBILITY

10.11.1 To be eligible for a Family and Medical Leave, an employee must have been employed by CSEA for at least twelve (12) months and must have ~~worked~~~~been employed for~~ at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

DEFINITIONS

10.12.1 A Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves:

(a) Any period of incapacity or treatment connected with inpatient care (an overnight stay) in a hospital, hospice, or residential medical care facility.

(b) Any period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider.

(c) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days.

10.12.2 Health Care Provider means:

(a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or

(b) Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law; and

~~(c) Nurse practitioners and nurse midwives who are authorized to practice under State law and are performing within the scope of their practice as defined under State law; and~~

(d) Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts. (Employees or family members being treated by a Christian Science practitioner cannot object to CSEA requiring that they submit to examination (not treatment) to obtain a second or third certification from another health care provider other than a Christian Science practitioner.)

10.12.3 Continuing Treatment by a health care provider means one or more of the following:

- (a) The employee or family member is treated two or more times for injury or illness by a health care provider, or a nurse or physician's assistant or another person acting under direct supervision of the health care provider.
- (b) The employee or family member is treated for injury or illness by a health care provider on at least one occasion resulting in a regimen of continuing treatment under the supervision of the health care provider. Example: Course of medication or therapy to resolve the health condition.
- (c) The employee or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic condition or disability which cannot be cured. Examples: Persons with Alzheimers, stroke victims, or those in terminal stages of illness not receiving active medical treatment.

10.12.4 Family Members include the following:

- (a) Parent—The biological parent of an employee or an individual who stands or stood in place of a parent to an employee when the employee was a child. This does not include parents “in-law.”
- (b) Child—A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in place of a parent, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.
- (c) Spouse—a husband or wife as defined or recognized under California law for purposes of marriage.
- (d) Domestic Partner – a person who is a domestic partner under the provisions of California Family Code section 297.

LEAVE ENTITLEMENTS

10.13 Family and Medical Leave is permitted only for the following purposes:

- (a) Birth of a child to the employee;
- (b) Placement of a child with employee for adoption or foster care.
- (c) To care for an employee's child, spouse, registered domestic partner, or parent with a serious health condition. (In order to qualify as a “serious health condition,” treatment of parent or spouse must involve either inpatient care or continuing treatment by a health care provider or a physician.)
- (d) Serious health condition of employee.

LEAVE RIGHTS AND DURATION

10.14 Eligible employees are entitled to a total of 12 workweeks of Family and Medical Leave in a 12-month period to be determined using a —rolling— 12-month period measured backward from the day an employee uses Family and Medical Leave (under this method, each time an employee takes Family and Medical Leave, the remaining entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months) as follows:

(a) The total of 12 workweeks allowed for Family and Medical Leave will be combined for spouses both employed by CSEA in all cases where the leave is for the serious health condition, birth, or adoption of the same family member, but will not be combined for leave requested due to the serious health condition of an employee.

(b) Family and Medical Leave for birth or adoption (including foster care placement) must conclude within 12 months of the birth or placement.

REDUCED WORK SCHEDULE AND INTERMITTENT LEAVE

10.15 Employees may take leave intermittently by days, by hours, or by reducing their normal work schedule as follows:

(a) Whenever it is medically necessary to care for a family member with a serious health condition, or

(b) Because the employee has a serious health condition and is unable to work a full schedule or must attend to medical appointments during the employee's work day.

NOTICE AND CERTIFICATION

10.16.1 Employees must provide their supervisor with at least thirty (30) calendar days advance written notice prior to commencing Family and Medical Leave where the need for leave is foreseeable.

10.16.2 When taking foreseeable medical leave, the employee should consult with his/her supervisor regarding the scheduling of his/her work, so as not to unduly disrupt the operations of his/her department or office. However, the scheduling of the employee's medical treatment shall be determined by the employee's health care provider.

10.16.3 If an employee is unable to provide the thirty (30) calendar days notice because of medical emergency, lack of knowledge or change in circumstances, notice must be given as soon as possible.

10.16.4 If an employee fails to give thirty (30) calendar days notice for a foreseeable leave with no reasonable excuse for the delay, the Employer can delay the leave up to thirty (30) calendar days after proper notice is given.

LEAVE CERTIFICATION UPON DEPARTURE AND RETURN FROM LEAVE

10.17.1 For Family and Medical Leave requested due to serious health condition of employee or family members, the employee must provide a medical statement or certification from a physician or other health care provider certifying that the leave is medically necessary. The statement must provide the following information:

(a) Date condition began; and

(b) Probable duration; and

(c) A statement that the employee is needed to take care of a family member with a serious health condition or a statement that the employee is unable to perform the functions of his/her position.

10.17.2 A medical statement or certification provided for intermittent leave or reduced work schedule should include the expected dates and duration of the intermittent leave or reduced schedule.

10.17.3 CSEA may require, at its expense, that an employee requesting leave for his or her own serious health condition obtain a second medical opinion, if CSEA articulates in writing that it has reason to doubt the validity of the medical statement or certification submitted. The second health care provider may be designated or approved by CSEA.

10.17.4 If the second medical opinion conflicts with the initial medical statement or certification submitted, CSEA may require, at its expense that the employee obtain a third medical opinion. The third health care provider must be jointly designated or approved, and the opinion of the third provider shall be final and binding.

10.17.5 Pending receipt of the second or third medical opinion, the employee is provisionally entitled to the benefits provided by this Article.

10.17.6 Employees are entitled to copies of the second or third medical opinions within ten (10) working days of receipt by CSEA, if requested by the employee.

10.17.7 CSEA must reimburse employees for out-of-pocket expenses incurred to obtain the second or third medical opinions.

10.17.8 CSEA may require employees to provide periodic reports during leave regarding medical status and intent to return to work.

10.17.9 At the time of return from leave, an employee who has been on leave due to his/her own serious health condition must provide a medical statement or certification from his/her health care provider that he/she is able to resume his/her work with or without an accommodation.

COORDINATION WITH OTHER CSEA LEAVES

10.18.1 Family and Medical Leave is an unpaid leave. However, paid leaves currently provided by CSEA will be substituted for all or part of the 12 workweeks allowed for Family and Medical Leave. Employees who request Family and Medical Leave will be required to substitute or use all earned vacation before commencing unpaid leave for the birth of a child, the placement of a child for adoption or foster care, or for the care of a family member, ~~except that e~~ Employees who request leave to care for a family member with a serious health condition must use all available Personal Necessity Leave (up to twelve (12) days) prior to using earned vacation.

10.18.2 Employees who request leave due to the serious health condition of the employee, or for the period of disability due to the birth of a child, must use accrued sick leave prior to using earned vacation and/or commencing unpaid leave.

10.18.3 Once any paid leave is exhausted, the remainder of the Family and Medical Leave is unpaid.

10.18.4 Parental leave under the CSEA/AEU contract is a leave of up to six (6) months ~~that~~ which may be taken by either parent for a disability of the mother related to childbirth or of the child. The employee may use sick leave during this leave, and provides for the use of sick leave for disability due to childbirth to the extent that the sick leave is earned at the time of the employee's leave.

10.18.5 Family and Medical Leave is also a parental leave ~~that~~ which may be taken by either parent due to childbirth. However, the state mandated disability leave of up to four (4) months for pregnancy and childbirth is a separate entitlement and does not count against the 12 workweeks allowed for Family and Medical Leave.

10.18.6 Any and all other leaves provided under the CSEA/AEU contract that may be applied to Family and Medical Leave will be coordinated and deducted from the twelve (12) workweeks allowed under the Family and Medical Leave. An employee may use up to one-half of the employee's annual accrual for the illness or injury of the employee's child or spouse. Sick leave, other than those days applied to Personal Necessity, may be used only for the serious health condition of the employee.

CONTINUATION OF BENEFITS/LENGTH OF SERVICE

10.19.1 When an employee is on an unpaid Family and Medical Leave, employee medical coverage will be continued up to a maximum of 12 weeks per calendar year at the same level and under the same conditions that coverage would have been provided if Family and Medical Leave had not been taken. Employees on a paid Family and Medical Leave shall continue to receive medical coverage during the entire time of the paid leave.

10.19.2 Payment for all other health and welfare plans will be the responsibility of the employee, except that CSEA will continue to pay the premium for all health and welfare plans for up to three (3) months when leave is required due to employee illness or parental leave in accordance with the CSEA/AEU contract and state and federal law.

10.19.3 If an employee fails to return to work and remain at work for at least thirty (30) calendar days after the leave, CSEA may recover the premiums paid for maintaining coverage, unless the failure to return and remain at work is due to a prolonged serious health condition, or circumstances beyond the employee's control.

10.19.4 CSEA contributions to the Retirement plan will be discontinued during unpaid leave. However, there will be no loss of benefit accrued prior to the leave.

10.19.5 Seniority will continue to be accrued during all paid family and Medical Leaves and, in accordance with Article 10, section 10.24.1., during a Family and Medical Leave when the leave is granted due to the serious health condition of the employee.

RETURN FROM FAMILY AND MEDICAL LEAVE

10.20 Any employee who takes Family and Medical Leave is entitled to be returned as follows:

(a) To his/her position, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. No employment benefits that accrued prior to the date on which the leave commenced can be lost.

(b) If an employee is no longer qualified for the position because of the employee's inability to attend a necessary course, renew a license, etc. as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return to work.

BEREAVEMENT LEAVE

10.21.1 Any employee is entitled to receive five (5) days paid leave for a loss sustained in his/her immediate family.

10.21.2 Immediate family is defined to mean the mother, father, grandfather, grandmother, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepchild or stepparents of the employee, spouse or domestic partner; the spouse or domestic partner of the employee; or any person living in the immediate household of the employee.

10.21.3 In accordance with Section 190.9.1(b), a non-exempt employees may use Personal Necessity Leave to attend the memorial service of any person who does not meet the definition of "immediate family."

10.21.3 In the event of the death of a co-worker, non-exempt bargaining unit members shall have the right to release time of up to three (3) hours for the purpose of attending memorial services or funeral.

LONG TERM LEAVE OF ABSENCE—OTHER

10.22.1 An employee, upon request, may be granted an unpaid leave of absence for any purpose. The Employer may grant the leave not to exceed a one (1) year period. Any extension of a granted leave which would exceed the one (1) year limit must have the approval of the Union.

10.22.2 The granting of a leave to one employee shall not be considered precedential for other requests for leave.

10.22.3 Upon completion of the granted leave, the employee shall be eligible, for a twelve (12) month period, to return to a vacancy in his/her former classification. If the employee does not accept an offer to accept the first vacancy, the Employer will make two (2) additional offers of employment, provided such vacancies occur within the twelve (12) month period. If the employee does not accept one of the three position(s) offered within the twelve-month period, s/he will forego further rights under this section.

10.22.4 Costs incident to moving, if required upon return to duty, are the responsibility of the employee unless otherwise agreed to by the Employer.

10.22.5 Upon return to duty, the break in service will be disregarded and the employee shall be accorded all rights, benefits, and burdens excluding the time involved.

SHORT-TERM LEAVE OF ABSENCE

10.23 The immediate supervisor may grant a paid or unpaid leave of absence for a period not to exceed thirty (30) working days. Such leave, when granted, shall not be considered a break in service.

BENEFITS/LENGTH OF SERVICE—UNPAID LEAVES OF ABSENCE

10.24.1 Seniority during unpaid leaves of absence covered in this section shall be accrued in the following manner:

(a) General – Employees going on any unpaid leaves of absence, other than those stated in (b) and (c) below shall not accrue seniority while on leave, but shall receive credit for and retain all seniority accrued up to the date the leave of absence begins.

(b) Unpaid Sick Leave – After three (3) consecutive months on leave of absence, an employee will not continue to accumulate seniority but shall receive credit for and retain all seniority accrued to the end of the three (3) month period.

(c) Unpaid Military Leave – An employee's seniority will continue to accumulate while on military leave of absence.

10.24.2 Except for leaves covered by the family and medical leave provisions of this Article, or as otherwise provided by law, all health and welfare benefit plans are suspended from the start of the unpaid leave until return to work, unless premium payments for such plans are paid in advance or sent to Accounting no later than the 10th of the month due, except as provided for in section 10.24.3. Employees on unpaid leaves who do not make these payments will have their coverage discontinued. The Pension Plan contributions will be suspended at the commencement of the unpaid leave and shall be resumed upon return to work.

10.24.3 The Employer shall pay a maximum of three (3) months' health and welfare benefit premiums for employees granted an unpaid medical leave of absence under section 10.3.1 of this Article. The Employer shall pay a maximum of three (3) months' health and welfare benefit premiums for employees granted an unpaid parental leave of absence under section 10.10.1 through 10.10.4.

OTHER LEAVE RIGHTS

10.25 Employees may have additional leave rights under the Family and Medical Leave Act and the California Family Rights Act for the birth, foster care placement or adoption of a child or for child care immediately following the birth, foster care placement or adoption of a child; or for a serious illness of an employee's child, parent or spouse. These leaves are not grievable under this contract but may include rights in addition to those set forth, and grievable, under this contract.

LEAVE FOR STUDY AND/OR RETRAINING

10.26.1 Insofar as this section is permissive on the part of the Employer, it shall remain a management prerogative and shall not be grievable. The Employer's action in one case shall not be precedential in future cases.

10.26.2 The Employer may grant release time or a leave of longer than one (1) month for study or retraining, with or without full or partial pay, to any employee. Such leave shall be granted under the following conditions:

(a) Such leave shall not exceed one (1) year, but may be in separate six-month or other appropriate periods if mutually acceptable.

(b) No such leave may be granted to an employee for study purposes who has not rendered service to the Association for at least five (5) consecutive years, or for retraining purposes who has not rendered service for at least two (2) consecutive years preceding the granting of the leave, and no more than one (1) such leave of absence shall be granted in each five- or two- year period, respectively.

(c) Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for granting a subsequent leave. If, however, the total time is broken into two or more periods (see (a) above), the intervening time shall comprise a part of the service required for subsequent leaves of absence for study or retraining purposes.

(d) Every employee granted a leave of absence pursuant to this section may be required to perform such services during the leave as the Employer and the employee may agree upon in writing. The employee shall receive such compensation during the period of leave as the Employer and the employee may agree upon in writing, which compensation shall be not less than the difference between the salary of the employee on leave and the substitute employee in the position which the employee held prior to the granting of the leave. However, in lieu of such difference, the Employer may pay one-half (1/2) of the salary of the employee on leave or any additional amount up to and including the full salary of the employee on leave.

(e) Compensation granted by the Employer to the employee on leave may be paid in two two (2) equal installments during the first two (2) years of service rendered in the employ of the Employer following the return of the employee from the leave of absence. The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were working for the Employer upon the furnishing by the employee of a suitable bond indemnifying the Employer against loss in the event that the employee fails to render at least two (2) years' service in the employ of the Employer following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render two (2) years' service is caused by the death or physical or mental disability of the employee. If the Employer finds, and by resolution declares, that the interests of the Employer will be protected by the written agreement of the employee to return to the service of the Employer and render at least two (2) years' service therein following his/her return from the leave, the Employer in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond were furnished

10.26.3 Restrictions placed on leaves under this section may be waived by the Employer if it is determined that it is in the best interests of the Employer to do so, and the Union is notified and provided the conditions of the waiver

(e)_ Compensation granted Compensation granted by the Employer to the employee on leave may be paid in two (2) equal installments during the first two (2) years of service rendered in the employ of the Employer following the return of the employee from the leave of absence. The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were working for the Employer upon the furnishing by the employee of a suitable bond indemnifying the Employer against loss in the event that the employee fails to render at least two (2) years' service in the employ of the Employer following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render two (2) years' service is caused by the death or physical or mental disability of the employee. If the Employer finds, and by resolution declares, that the interests of the Employer will be protected by the written agreement of the employee to return to the service of the Employer and render at least two (2) years' service therein following his/her return from the leave, the Employer in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond were furnished.

10.26.3 Restrictions placed on leaves under this section may be waived by the Employer if it is determined that it is in the best interests of the Employer to do so, and the Union is notified and provided the conditions of the waiver.

MILITARY LEAVE

10.27.1 Employees who enter a recognized military service of the United States to fulfill a military obligation shall be granted a leave of absence for the entire period of such service.

10.27.2 If the employee returns within ninety (90) days of his/her release from said service, s/he shall be reinstated to a position in the classification s/he held at the time the military leave began, or in a comparable classification at the step in the salary range that s/he would have received and with the same vacation schedule credit as if his/her military service had been continuous satisfactory employment with the Employer. This entitlement shall not apply to any employee who voluntarily extends his/her enlistment while in the military service.

10.27.3 An employee who is on military leave shall receive the difference between the amount of his/her military pay and allowances and the amount the employee would have received as a CSEA employee. The employee shall also receive any raise in salary that would otherwise have been granted and any benefits the employee would have received during the time the employee was on active military duty.

10.27.4 An employee who is a reservist in military service shall be granted leave of absence with full pay and benefits for thirty (30) days, while attending summer camp of his/her reserve unit, upon presentation to CSEA of the military orders for such training, no less than two (2) weeks prior to such assignment.

ARTICLE 13

Salary Schedules and Related Matters

IMPLEMENTATION OF WAGE INCREASES

WAGE COUNTER TO COME

~~13.2.1 Either AEU or CSEA may elect to reopen Section 13.2.1 by written notice no later than March 1, 2012 for the purpose of renegotiating the terms of this section. Such election will suspend the provisions of Article 3 with respect to these negotiations. The parties are in agreement that if any other CSEA management/confidential group receives a salary increase between the period of February 1, 2011 and May 31, 2013, the AEU bargaining unit salary will be increased to meet that amount.~~

~~13.2.2 All unit members shall receive regularly scheduled step increases of 5.5%. Said increases shall occur at the commencement of the seventh (7th), nineteenth (19th), thirty-first (31st), forty-third (43rd), and as applicable, the fifty-fifth (55th), sixty-seventh (67th), and seventy-ninth (79th) months of employment. See Section 13.6, 13.6.1, and 13.6.2.~~

~~Base salaries shall increase by 5% on June 1, 2013, on June 1, 2014, on June 1, 2015 and on June 1, 2016. The parties are in agreement that if any other CSEA management/confidential group receives a salary increase between the period of February 1, 2014 and May 31, 2016, the AEU bargaining unit salaries will be increased to meet that amount.~~

OUT OF CLASS PAY

13.3.1 An employee temporarily assigned the duties of a higher paid position shall have his/her salary adjusted upward by at least 5.5%, or the first step of the higher range, whichever is higher, for the period of assignment, which shall not be fewer than eight (8) continuous hours within one day, provided that one or more of the duties actually assigned to the employee is exclusive to not included in the higher employee's usual paid position.

(a) This section shall not be applied in a manner that would render ineffective the intent of the promotion provisions.

(b) This section shall not be applied in a manner that would continue the performance of higher rate work by lower rated employees.

13.3.2 An employee's base rate shall not be reduced when temporarily assigned to work below his/her classification to meet operating requirements. If the employee is assigned to the work below his/her classification for more than three months within a 12 month period, the employee shall be paid a 2% salary differential for any further assignment to the work below his/her classification within the next 12 months.

13.3.3 Employees who are assigned to perform duties outside of their job classification shall not be disciplined for poor performance of those duties unless the employee has received adequate training and instruction in such work, and the employee has the ability and skills to perform the work.

13.3.4 An employee who is assigned to perform duties not customarily performed by the bargaining unit shall be paid a 5.5% differential for all hours performing such duties.

STEP PLACEMENT

INITIAL EMPLOYMENT

13.6 The Employer shall place each new employee, in classifications other than Labor Relations Representative, Senior Labor Relations Representative, ME/SD Representative, Staff Attorney, and Lead Staff Attorney, on Step 1 of the proper schedule for the first six months of employment, and on Step 2 at the commencement of the seventh ~~(7th)~~ month; on Step 3 at the commencement of the ~~nineteenth (19th)~~ month; on Step 4 at the commencement of the ~~thirty-first (31st)~~ month; and on Step 5 at the commencement of the ~~forty-third (43rd)~~ month.

13.6.1 For the classifications of Labor Relations Representative, Senior Labor Relations Representative, Staff Attorney, and Lead Staff Attorney, the following conditions shall apply. The employer shall place each new employee on Step 1 of the proper schedule for the first six ~~(6)~~ months of employment, and on the Step 2 at the commencement of the seventh (7th) month; on Step 3 at the commencement of the ~~nineteenth (19th)~~ month; on Step 4 at the commencement of the ~~thirty-first (31st)~~ month; on Step 5 at the commencement of the ~~forty-third (43rd)~~ month; on Step 6 at the commencement of the ~~fifty-fifth (55th)~~ month; on Step 7 on the commencement of the ~~sixty-seventh (67th)~~ month; and on Step 8 at the commencement of the ~~seventy-ninth (79th)~~ month of employment.

13.6.2 Notwithstanding Section 13.6 and 13.6.1, Ffor the classification of ME/SD Representative the employer shall place each new employee on Step 1 of the proper schedule for the first six ~~(6)~~ months of employment, and on Step 2 at the commencement of the ~~seventy (7th)~~ month; on Step 3 at the commencement of the ~~nineteenth (19th)~~ month; on Step 4 at the commencement of ~~thirty-first (31st)~~ month; on Step 5 at the commencement of the ~~forty-third (43rd)~~ month; on Step 6 at the commencement of the ~~fifty-fifth (55th)~~ month; and at Step 7 at the commencement of the ~~sixty-seventh (67th)~~ month.

LONGEVITY RECOGNITION

13.10.1 Longevity pay shall be granted to all eligible employees, regardless of classification, on the following basis:

(a) Upon completion of seven ~~(7)~~ years of service, an employee shall receive a 4% increase in salary.

(b) Upon completion of ~~twelve (12)~~ years of service, an employee shall receive an 8% increase in salary, which includes the 4% increase under (a).

(c) ~~Effective February 1, 2011,~~ Upon completion of ~~eighteen (18)~~ years of service, an employee shall receive a 12% increase in salary, which includes the 8% increase under (b).

(d) ~~Upon completion of twenty-four (24) years of service, an employee will receive a 12% increase in salary, which includes the 9% increase under (c). Effective February 1, 2012,~~ Upon completion of ~~twenty-four (24)~~ years of service, an employee shall receive a 16% increase in salary, which includes the 12% increase under (c).

ARTICLE 16

Layoff and Loss of Seniority

LAYOFF

- 16.1.1 Layoff shall only occur for lack of work or lack of funds. All ~~temporary employees, substitutes or outside contractors performing bargaining unit work within the classification, affected by the layoff shall be released prior to the layoff of any bargaining unit member.~~
- 16.1.2 In case of layoff, the Employer shall notify the affected employee(s) and the Union at least **60** regularly scheduled workdays in advance.
- 16.1.3 The Employer shall notify the Union of the proposed layoffs at least **60** workdays in advance. The parties shall commence effects negotiations as soon as possible after notification to the Union. *The Employer shall provide all the requested necessary and relevant information regarding the necessity for layoff, including but not limited to, the lack of ability to pay (lack of funds) and documentation supporting the lack of work prior to commencing effects bargaining. The affected employee shall stay in their laid off position until such effects negotiations have concluded.*
- 16.1.4 Any layoff implemented by the Employer shall be effected by bargaining unit seniority within class. The employee(s) with the least amount of bargaining unit seniority shall be laid off first. If two or more employees have an equal amount of bargaining unit seniority, the most senior employee will be determined by lot. *In cases where an employee has served time as a substitute, or as a Project Organizer, that time will be considered in order to break the tie.*

RIGHTS OF EMPLOYEES LAID OFF FOR LACK OF WORK OR FUNDS

16.2.1 Employees who are laid off shall have the right to bump an employee holding less bargaining unit seniority if s/he meets minimum qualifications of the classification to which s/he is bumping. ~~(During the forty (40) regularly scheduled work day notice period provided in section 16.1.2, the Union and the Employer shall meet to administer the bumping rights, if any, of the affected employee(s).)~~

- a). *The impacted employee(s) shall receive "notification" of position(s) being eliminated and articulation of their contractual rights. This includes a sixty (60) day notice to AEU.*
- b). *Concurrently, all less senior employees shall receive a notice indicating that due to an elimination of position(s) and contractual bumping rights, they may be affected.*
- c). *Ten working days from the issuance of the "notification" contained in (a) above, notice will then be issued advising all less senior employees, that there will be a meeting scheduled whereby all positions that could be impacted will be posted for purposes of bidding and selection of bumping rights. The time for this meeting and the time allowed for decisions by employees shall be negotiated between CSEA and AEU during the effects negotiation process.*
- d). *At this meeting, in order of seniority, the employees in positions being eliminated shall exercise their bumping rights. Each employee who is bumped shall subsequently exercise their bumping rights.*
- e). *Once the bumping process has been completed, if no positions are available in which to bump, the least senior*

employee(s) shall receive a sixty (60) day notification of layoff and bargaining of the effects of layoff shall be conducted.

RECALL

16.3.1 Any person laid off shall be placed on a reemployment list by order of layoff and shall be eligible for by inverse order of layoff (that is, the last person laid off shall be the first eligible for reemployment). A person laid off shall be removed from the reemployment list thirty-nine (39) months after the effective date of his or her layoff. Employees on the reemployment list shall have precedence over new hires and promotions.

An employee on the reemployment list shall have precedence over a temporary hire and/or substitute for a temporary assignment if s/he meets the minimum qualifications of the assignment. The reemployment rights of a person on the reemployment list who accepts a temporary assignment shall not be affected by acceptance of temporary work.

16.3.2 No employee can be required to accept recall to a vacant lower-rated position than that from which they were laid-off, but those accepting such recall shall retain their rights under the reemployment list for the classification from which laid off.

16.3.3 Any employee subject to recall shall be sent a Certified or Registered letter to the employee's address given at the time of layoff or the last address provided by the employee after layoff. Upon receipt of the letter, the employee must notify the Employer within five (5) working days from receipt of such letter whether or not s/he will refuse or accept recall. If an employee accepts recall, s/he must report to work within ten (10) working days from the date of receipt of the Certified or Registered letter. If an employee accepts recall and fails to report within ten (10) working days, s/he shall forfeit his/her recall

rights. Any exception to such time limitations shall be mutual agreement between the Employer and the Union.

16.3.4 A recalled employee need not accept the recall to maintain his/her appropriate eligibility on the reemployment list, provided s/he has informed the Employer of his/her refusal within five (5) working days from receipt of the recall letter.

16.3.5 Notwithstanding the foregoing, an employee laid off from one classification who possesses the minimum qualifications for another classification shall not be required to bump a less senior employee in that classification in lieu of layoff. An employee who accepts layoff rather than bump a less senior employee shall have the reemployment rights set forth in this Article.

MAINTENANCE OF SENIORITY LISTS

16.4 A current seniority list covering all employees with bargaining unit seniority shall be maintained by the employer and be made available to the Union at all times. Such list shall include the employee's name, department, assignment location, and bargaining unit seniority *in each classification the employee has worked in.*

LOSS OF SENIORITY

16.5.1 Seniority shall be lost under any of the following conditions:

- (a) Resignation;
- (b) Discharge for just cause;
- (c) Failure to comply with or report under section 16.3.3;
- (d) Layoff in excess of thirty-nine (39) months of the actual service payroll;

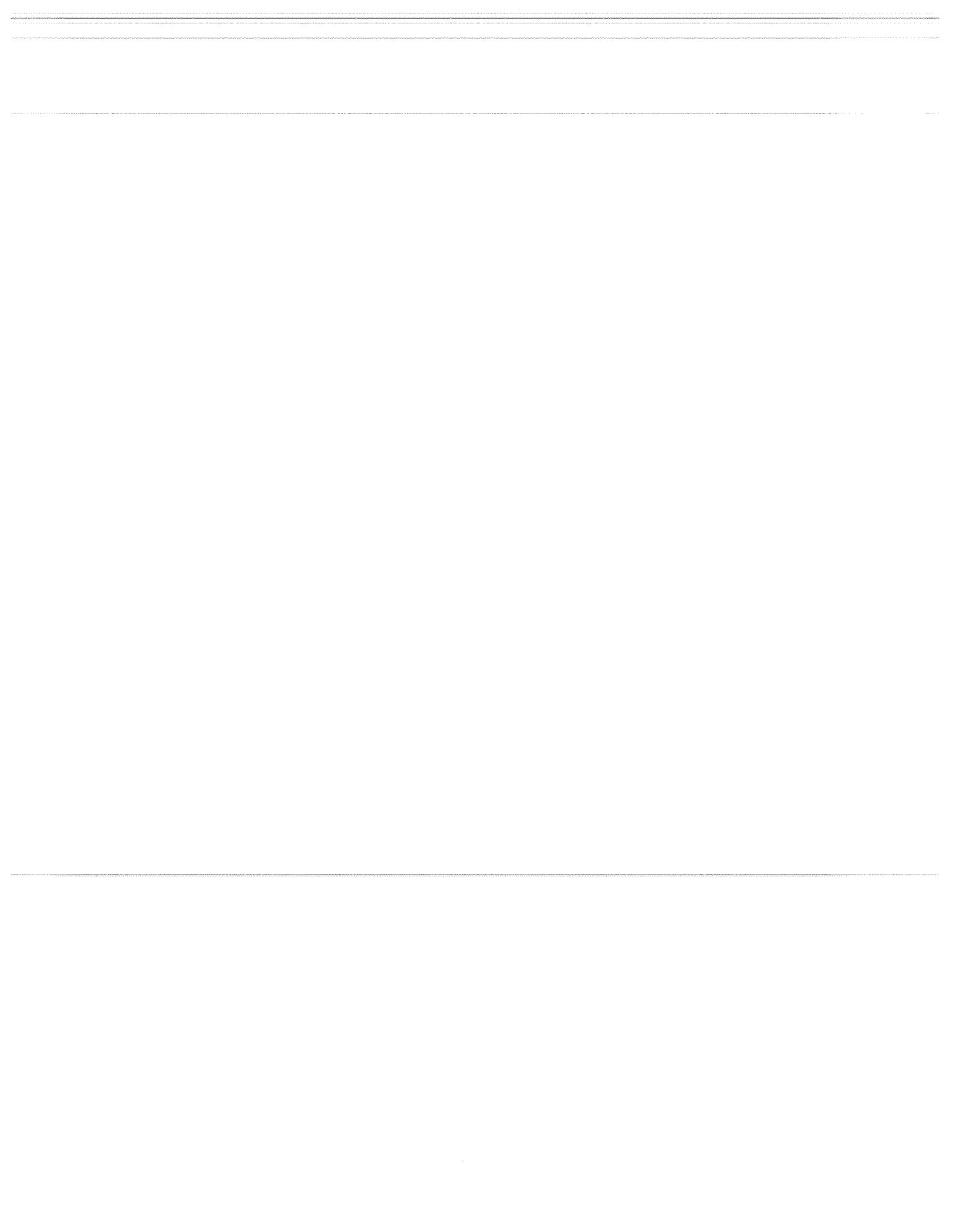
- (e) Seniority will not be earned during a period of suspension without pay. This provision shall apply to any disciplinary action which occurred prior to January 1, 1989.
- (f) Any period spent outside the bargaining unit in another assignment for CSEA.

16.5.2 Notwithstanding section 16.5.1 (a), upon being hired after resignation:

a. Longevity and vocational accrual will be set at the accrual rate the employee was receiving at the time of resignation.

b. An employee rehired to his/her former classification, shall be placed on the Step that he/she received prior to his/her separation. If the employee is rehired into a classification other than his/her former classification, salary placement shall be in accordance with sections 13.6, 13.6.1, 13.6.2 or 13.7.

~~c. No other rights and benefits will accrue to the employee upon rehire except for bargaining unit seniority. The date of rehire will be retained by the employee as a bargaining unit seniority date until s/he has completed three (3) years' employment after rehire. At that time, the employee will receive credit for previous employment and a new bargaining unit seniority date will be calculated for layoff and bumping purposes. The rehired employee's hire date for the purpose of determining bargaining unit seniority shall be the rehire date.~~



ARTICLE 17

Discipline

REASONS FOR DISCIPLINE

17.1 Maintenance of discipline is the responsibility of management. In applying discipline the Employer agrees to take action against an employee only for just cause and within the procedures of this Agreement and in compliance with the provisions of CSEA Operating Procedures that were in effect as of March 26, 2013. Discipline less than discharge shall be undertaken for corrective purposes only.

PRE-DISCIPLINARY COUNSELING PROCEDURE

17.2.1 CSEA and AEU recognize the need for a procedure that provides a foundation for positive, non-adversarial resolution of potential disciplinary considerations involving job performance, as well as generalized employee/ management communication concerns. ~~When either party requests pre-disciplinary counseling, the other may agree to participate in the procedure, however, neither party's participation is mandatory. An employee's request for disciplinary counseling must be granted; however, an employee shall not be required to undergo pre-disciplinary counseling.~~

17.2.2 The express intention of the process is for all parties to engage in a candid, non-adversarial review of issues of discord. The process will only function effectively upon the expressed willingness on the part of CSEA and AEU to reduce tensions, and resolve specific conflict areas.

17.2.3 This procedure is not intended to circumvent the Employer's ability to impose appropriate disciplinary action for just cause. However, the Employer shall give the pre-disciplinary counseling procedure an opportunity to succeed. This procedure is not intended to circumvent the Employer's ability to impose appropriate discipline for alleged misconduct factually unrelated to the conduct under review.

17.2.4 Participation by management in this procedure shall not constitute waiver of its right to use documentation giving rise to the use of this procedure in subsequent disciplinary action.

17.2.5 The benefits to such a concept are as follows:

- (a) Reduction of employee tension relative to perceived and/or real disciplinary threats, resulting in reduced employee stress and better performance.
- (b) Remediation of specific legitimate Employer concerns regarding employee job performance, as well as potential resolution of employee concerns regarding perceived employment relationship inadequacies.

17.2.6 Upon initial assessment of conflict/performance problem, the employee, or appropriate first-line supervisor, shall contact the applicable AEU Chief Steward (and other parties) to implement this procedure.

17.2.7 The meeting shall consist of the following:

(a) Involvement of Chief Steward, the employee, the supervisor, and at the option of management, another manager.

(b) In a further effort to reduce tension, an agenda of the issues to be discussed shall be drafted by either or both parties, and circulated prior to the scheduled meeting to all parties involved.

(c) An “off record” nature of discussions is required to promote a more candid atmosphere. The parties agree that the specific context of discussions shall not be documented, except those issues the parties mutually agree to reduce to writing.

(d) A description of goals and objectives reached as a result of this procedure shall be developed, listing proposed resolution(s) to specific problem areas based upon mutual assessment of CSEA and AEU.

17.2.8 Within 60 days, a review of the goals and objectives set at the original meeting shall take place to determine the relative success of the specific concern areas.

TIME LIMITS FOR DISCIPLINARY ACTION

17.3 In imposing determining the level of discipline to be imposed on a current charge against an employee, the Employer shall not consider infractions which occurred more than two (2) years previously. The two (2) year period shall run from the date the Employer became aware of the infraction and go back to the date of the previous occurrence.

17.3.1 The employer shall not impose discipline for any infraction that occurred more than 180 days before the employer knew or should have known of the infraction. In addition, the Employer must notify the employee of the proposed discipline within 30 days of when the Employer knew of, or should have known of, the alleged infraction.

WRITTEN NOTICE

17.4 When disciplinary or dismissal action is undertaken by the Employer, the employee subject to said action shall be given the reasons in writing. This written notice shall set forth the specific charges and include times and dates of chargeable actions, and copies of all documentation upon which the proposed decision was based. In addition to the aforementioned, it is agreed that if additional evidence and/or documentation is found or if new charges are to be added after the date of the written notice, the Employer shall provide the bargaining unit member and AEU with copies of such evidence and charges as soon as possible. A copy of the notice shall be sent concurrently to the Union’s President and appropriate Chief Steward. Failure to provide the bargaining unit members and the Union with such additional charges or evidence in a timely

manner shall result in the Employer's forfeiture of the right to use such charges or evidence in any appeal hearing, including arbitration.

APPEAL PROCESS

17.5.1 Any permanent employee who is disciplined ~~is less than discharge~~ may appeal the action through the grievance procedure, as provided for in Article 19, section 19.7.8, except that - any

~~17.5.2 Any permanent employee who is suspended or discharged~~ will be granted an opportunity to have an internal appeal meeting, upon his/her request, with the Executive Director, within ten (10) working days of action by the Employer.

(a) When the employee elects the appeal process, the Union President and/or Union Counsel and the Chief Steward shall participate in the appeal meeting.

(b) At the appeal meeting, the supervisor will be required to present the reasons for the discharge and the conduct supporting the chargeable actions. The employee shall have an opportunity at the meeting to state his/her case, provide background, ask questions regarding the charges, and, if necessary, provide a written statement setting forth the basis for the appeal. The burden of proof shall rest with the Employer.

(c) Within ten (10) working days of the conclusion of the appeal process, the Executive Director shall provide a written disposition to the employee, with a copy forwarded to the Union and the Director of Human Resources. If the disposition is not satisfactory to the Union, it may be submitted to arbitration in accordance with Article 19.

EMERGENCY SITUATIONS

17.6.1 Employer actions under this Article shall be effective ten (10) working days following notice to the employee, except in emergency situations. The Union may file a grievance on the issue of whether an emergency did exist at the time of the action by the Employer.

17.6.2 At the conclusion of the ten (10) working days notice, or upon release in an emergency situation, the Employer may post the position in accordance with the provisions of Article 26, section 26.1.

CSEA MEMBER COMPLAINTS

17.7.1 The appropriate manager shall notify in writing any unit member who is the subject of an oral or written complaint of such complaint within five (5) working days of receipt by CSEA.

If the Employer conducts a formal investigation of a verbal or written CSEA member complaint, the Employer shall notify the unit member of the investigation and shall provide the unit member with the opportunity to respond to the complaint prior to completion of the investigation. The Employer shall give notice to the employee that the complaint has been resolved within five (5) working days of completion of the investigation. The employee shall be entitled to the summary

of the investigation within five (5) working days of commencement of any disciplinary proceedings.

The Employer shall supply a copy of all written complaints (and related documents) and a detailed memorialization of the content and circumstances of an oral complaint prior to the investigation of the employee.

CSEA and AEU shall establish a clear process for challenging the merits and veracity of all member complaints regardless of whether discipline is imposed as a result of the complaint.

NOTE: Section 18 may need clean-up language depending on changes to Article 7 and/or Article 8.

ARTICLE 19
Grievance Procedure

DEFINITION

19.1 For the purpose of this Agreement, the term “grievance” shall mean a dispute between the Union and the Employer or between any employee (Step I) and the Employer concerning the interpretation, application, claim of breach, or violation of this Agreement. The term “grievance” shall also apply to matters involving wages, hours, and working conditions.

TIMELINES

19.2 Grievances must be filed within four (4) months after a grievant knows, or should have known, of the alleged violation. The timelines for a disciplinary grievance shall be as set forth in section 19.7.8.

STEP I

19.3.1 If an employee or the Union believes there is cause for a grievance, s/he shall contact his/her immediate supervisor, along with or through, her/his Steward, in an attempt to settle the matter. Within ten (10) working days of the informal conference, the immediate supervisor shall inform the employee and/or Steward in writing of the outcome of the informal conference. If the written Step I response is not received within 10 working days, the grievant shall have the right to request that the steward appeal to Step II.

STEP II

If the employee and/or Steward do not feel the grievance has been properly adjusted within a ten (10) working day period the grievance may be reduced to writing and submitted to the Director of Field Operations (field staff only.) Non-field staff may reduce the grievance to writing and submit it to the Executive Director for consideration at a Step III meeting, as set forth in Section 19.7.8. The grievance statement shall include the following:

- (a) A complete statement of the act(s) or event(s) giving rise to the grievance, the Article(s) and section(s) of this Agreement alleged to have been violated, and remedy sought.
- (b) All available facts must be brought out at the first step of the grievance procedure.

19.3.2 The grievance form shall be filled out with an original and one (1) copy, signed by the employee and the Steward. The form shall include the date and time of presentation to the employee’s immediate supervisor and shall be signed as received by the supervisor.

19.3.3 The aggrieved employee’s immediate supervisor shall give his/her answer to the grievance in writing within five (5) working days from the time s/he received the written grievance. The supervisor’s DFO’s answer shall include the following:

(a) A complete statement of the Employer's position and the facts upon which it is based.

(b) The remedy or correction which has been offered, if any.

19.3.4 The aggrieved employee shall have ten (10) working days from receipt of the supervisor's DFO's written answer in which to request that the Steward appeal to Step II if the answer is unsatisfactory.

19.3.5 If the written Step II response is not received within 10 working days, the grievance shall have the right to request that the steward appeal to Step III.

STEP II

~~19.4.1 If the grievance is not settled to the employee's satisfaction at Step I, the Steward may file an appeal with the supervisor to whom the aggrieved employee's immediate supervisor reports within ten (10) working days of the aggrieved employee's request. Within ten (10) working days of receipt of the appeal by the Employer, a meeting shall be held. If requested by either party, the aggrieved employee, Steward, Chief Steward, and the employee's immediate supervisor may attend the second step meeting.~~

~~19.4.2 The supervisor in question shall give a written answer to the grievance within ten (10) working days from the date of the meeting. His/her written answer shall include a complete statement of the Employer's position and the facts upon which it is based.~~

~~19.4.3 If the grievance is not settled satisfactorily at Step II, the Chief Steward may appeal the grievance to the Executive Director, or his designee, within twenty (20) working days from receipt of the decision.~~

STEP III

19.5.1 Within fifteen (15) working days of notice by the President, or designee, to the Employer to proceed to the Step III meeting, the Executive Director or his/her designee shall hold a Step III meeting. The date, time and place of the meeting shall be by mutual agreement of the Executive Director or his/her designee and the Union and placed in writing. The Employer or the Union may request that other representatives participate in the meeting, and the Union may request that other bargaining unit employees be called as witnesses.

19.5.2 It is the intent of the parties to arrive at an equitable settlement of all third step grievances. Therefore, all evidence presented at the third step meeting shall reflect the total effort of the parties.

19.5.3 A written disposition of the grievance shall be given by the Employer to the Union and the aggrieved employee(s) within fifteen (15) working days following the meeting.

19.5.4 If the third step grievance answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration. If no Step III response is received within 15 working days, the Union shall have the right to move the grievance to arbitration. Notice to the Employer of the Union's

decision to move the grievance to arbitration must be given within 15 working days from the date the Step III response is due.

19.5.5 The Employer and the Union shall make a genuine effort to settle all grievances at Step III or below.

ARBITRATION

19.6.1 The request for arbitration must be given in writing to the Employer by the designated representative of the Union within fifteen (15) working days from the date of the third step decision. The Employer and the Union will mutually select an arbitrator or strike names from a list provided by the American Arbitration Association within ~~thirty (30)~~ 10 working days from the date of ~~the~~ the Union is notified of the third step decision.

19.6.2 If the Employer and the Union cannot agree to an arbitrator within that time frame, either the Employer or the Union may immediately request An arbitrator not mutually selected shall be selected through a request by the Union or the Employer to the American Arbitration Association for a list of not less than five (5) qualified arbitrators from either. Unless the arbitrator is selected in accordance with the procedure prescribed by the American Arbitration Association or the California State Mediation and Conciliation Service. Notice of the request for a list must be sent to the other party at the time the request is made. Once the list is received, the parties shall each strike two (2) names, each party alternately striking one (1) name from the list, and the remaining person shall be accepted as the arbitrator. The parties shall alternate taking the first strike. Unless otherwise agreed to by the parties, striking shall commence within five calendar days of receipt of the list and shall be completed within seven calendar days of receipt of the list. If the selected arbitrator does not have a date available acceptable to the parties within 120 days of when he/she is notified of the selection, either party may demand that an alternative arbitrator be selected. The alternative arbitrator shall be the one struck last from the list, or one mutually agreed to by the parties. If neither one of those processes results in a selection, the arbitrator selection process shall start over.

19.6.3 It is understood that the arbitrator will only interpret the Agreement and will in no instance add to, delete from, or amend any part thereof.

The arbitrator's decision shall be final and binding on both parties, and shall be rendered within ~~fifteen (15) working~~ 45 working days of receipt of the transcript, if any, unless an extension has been mutually agreed upon.

19.6.4 A court reporter shall not be required for the arbitration proceedings, but may be requested by the Employer, the Union, or the arbitrator.

(a) If the services of a court reporter are requested by the arbitrator, the costs shall be borne equally by the Employer and the Union.

(b) If the services of the court reporter are requested by the Union, the costs shall be borne by the Union.

(c) If the services of the court reporter are requested by the Employer, the costs shall be borne by the Employer.

GENERAL

19.7 As the exclusive representative it is understood that the grievance procedure is a mechanism used and controlled by the Union (AEU).

19.7.1 A policy grievance filed by the Union, as distinguished from a grievance filed by an individual employee, may be filed at Step III of the grievance procedure.

19.7.2 A written grievance involving more than one (1) employee will be filed by the Steward for and in behalf of the employees.

19.7.3 ~~Settlements agreements made during the in Step I and Step II of the grievance procedure are not precedent setting and these dispositions will not be used in establishing a grievance precedent.~~

19.7.4 Withdrawal of a grievance or withdrawal of a request for arbitration by the Union are not precedent setting and these dispositions shall not be used in establishing a grievance or arbitration precedent.

19.7.4 By mutual agreement of the parties or their representatives, time limits established in the grievance procedure may be extended by a specified period.

~~19.7.5 If an answer is not received within the time limits established in the grievance procedure, the aggrieved party may process the grievance to the next highest step of the grievance procedure.~~

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19.7.7 The Employer shall furnish grievance forms which shall be used by the Union and bargaining unit employees when filing a grievance. The contents of this form shall be mutually agreed upon by the Employer and the Union.

19.7.8 Any permanent employee who institutes a grievance as a result of a disciplinary action less than suspension or discharge shall comply with the procedures as provided herein, except that Step I shall be the grievance shall be initiated within a twenty (20) workday period at the level from which the disciplinary action was taken with the supervisor or management employee who took the disciplinary action against the employee.

19.7.9 If an employee believes s/he has cause for a grievance based on an action of a supervisor other than the immediate supervisor, that supervisor shall be considered the immediate supervisor for purposes of Step I of the grievance procedure.

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STEP II

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19.6.4 A court reporter shall not be required for the arbitration proceedings, but may be requested by the Employer, the Union, or the arbitrator.

(a) If the services of a court reporter are requested by the arbitrator, the costs shall be borne equally by the Employer and the Union.

(b) If the services of the court reporter are requested by the Union, the costs shall be borne by the Union.

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19.7.4 Withdrawal of a grievance or withdrawal of a request for arbitration by the Union are not precedent setting and these dispositions shall not be used in establishing a grievance or arbitration precedent.

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19.7.7 The Employer shall furnish grievance forms which shall be used by the Union and bargaining unit employees when filing a grievance. The contents of this form shall be mutually agreed upon by the Employer and the Union.

19.7.8 Any permanent employee who institutes a grievance as a result of a disciplinary action less than suspension or discharge shall comply with the procedures as provided herein, except that ~~Step I shall be the~~ grievance shall be initiated within a twenty (20) workday period ~~at the level from which the disciplinary action was taken~~ with the supervisor or management employee who took the disciplinary action against the employee.

19.7.9 If an employee believes s/he has cause for a grievance based on an action of a supervisor other than the immediate supervisor, that supervisor shall be considered the immediate supervisor for purposes of Step I of the grievance procedure.

ARTICLE 22

Insurance Plans

HEALTH AND WELFARE PLANS

22.1 The Employer shall provide a health and welfare program for each full-time and part-time bargaining unit member as follows:

(a) One of the health plans for employees and dependents, selected from among the following plans:

1) CVT – Prudent Buyer Plan A

2) Kaiser North

3) Kaiser South

(b) CVT Delta Dental Plan

1) ~~Effective February 1, 2009,~~ The CVT Delta Dental Plan shall be increased to include three
(3) covered cleanings per year.

(c) CVT Vision Service Plan

(d) A life insurance plan with Assurant Employee Benefits Company (formerly known as Fortis Benefits Life Insurance), providing life insurance and AD&D at 1X annual salary, with an option of 1X salary at an employee's expense.

(e) Long Term Disability Plan for Employees only

(f) CVT Employee Assistance Program

(g) Effective February 1, 2004 Domestic Partner Health Insurance coverage shall be offered in accordance with the Domestic Partner Eligibility Policy of Central Valley Trust.

22.1.1 ~~If the decision is made that CSEA shall continue to use CVT as its provider of health care benefits, then effective October 1, 2006 AEU may refer three names of bargaining unit members for consideration by the Executive Director, and without being constrained by such three names, the Executive Director shall appoint a bargaining unit member as one of the trustees appointed by CSEA to the CVT Board of Trustees to represent the Association and its membership. For so long as CSEA retains the CVT as the provider for health care, one of the CSEA trustees must be selected from among three nominees submitted by AEU to the CSEA Executive Director for appointment to the CVT Board of Trustees.~~

22.2 The Employer agrees to make available an IRS Section 125 Flexible Spending Plan at no cost to the employee. ~~If the~~ an employee selects the option of participating in the unreimbursed medical expenses portion of the Plan and the employee ~~resigns or is terminated~~ separates from employment during the plan year, the employee shall reimburse the employer for all paid medical expenses ~~made~~ paid by the Plan ~~during the plan year which exceed~~ in excess of the employee's contributions to the Plan during that plan year. ~~the contributions made by the employee to the Plan during the plan year.~~

PREMIUM INCREASES

22.3 The Employer agrees to pay any increases in premiums under section 22.1 for the term of this Agreement.

22.3.1 The Employer agrees to pay any added monthly premiums to maintain in-pharmacy co-pay rates for the CVT Prescription Plan for the term of this Agreement.

FLIGHT AND TRAVEL POLICY

22.4 The Employer agrees to cover all employees under a flight and travel policy while on Association business.

INSURANCE PLAN CONTRACTS

22.5 All eligibility, enrollment, authorization and other administrative actions will be made consistent with the provisions of the insurance plan contracts.

DEFERRED COMPENSATION

22.6 For employees hired on or before February 1, 1993 in the bargaining unit who do not carry dependent coverage ~~and who were hired on or before February 1, 1993~~, the Employer agrees to increase the base salary by \$30.00 per month.

22.7 Should future tax laws permit the Employer to offer any tax deferred/tax sheltered plan for members of the bargaining unit, the Employer agrees to meet and negotiate the terms of such a plan.

ARTICLE 23

Retirement Benefits

23.1.1 The Employer agrees to contribute fully to and maintain a defined benefit retirement program for all members of the bargaining unit. The Employer shall pay the full cost of this retirement plan.

23.1.1.1 The Pension Factor for calculation of retirement benefits shall be 2.275%.

~~23.1.1.2 Effective June 1, 2011 through May 31, 2012, the pension calculation factor shall be 1.59%.~~

~~23.1.1.3 Effective June 1, 2012, the pension calculation factor shall be 2.0%.~~

~~23.1.2 Effective June 1, 2011, the additional calculation factors for ages 60.25 through 65 shall be eliminated from~~ retained and expanded in the CSEA Defined Benefit Retirement plan for new hires to cover all bargaining unit employees.

23.1.3 Effective June 1, 2013~~4~~, the early retirement age of 59~~5~~ shall be increased to age 59, and the normal retirement age of 65~~0~~ shall be increased to age 60~~5~~ for all employees new hires.

23.1.4 During the term of this Agreement, if, at June 1, 2014~~4~~, at June 1, 2015 or June 1, 2016~~6~~, the CSEA Defined Benefit Retirement Plan funding level exceeds 100%, the bargaining unit shall receive a 2.0% (of total bargaining unit base salary) credit to be applied to either a defined benefit plan restoration, salary or 401(k) Plan at the discretion of the Union. The Union shall notify CSEA within 30 days of notice by CSEA how they want to apply the 2.0% credit.

23.1.5 During the term of this Agreement, if, at June 1, 2014~~4~~, at June 1, 2015 or at June 1, 2016, CSEA's annual dues revenue for the general fund exceeds \$61,000,000, the bargaining unit shall receive a 2.0% credit to be applied to either a defined benefit plan restoration, salary or 401(k) Plan at the discretion of the Union. The Union shall notify CSEA within 30 days of notice by CSEA how they want to apply the 2.0% credit.

23.1.6 During the term of this Agreement, if, at June 1, 2014~~4~~, at June 1, 2015 or June 1, 2016~~6~~, CSEA's minimum required contribution due to the Defined Benefit Retirement Plan is less than \$8,000,000, the bargaining unit shall receive a 2.0% credit to be applied to either a defined benefit plan restoration, salary or 401(k) Plan at the discretion of the Union. The Union shall notify CSEA within 30 days of notice by CSEA how they want to apply the 2.0% credit.

23.1.7 The above-referenced defined benefit retirement plan shall not provide less benefits than those which were in effect as of February 1, 1993, except as agreed to by the parties.

23.1.8 The Employer agrees to distribute a Summary Annual Report for both retirement plans to each member of the bargaining unit on an annual basis, and distribute updated Summary Plan Descriptions whenever there are changes.

23.1.9 The parties agree to form a joint pension overview committee consisting of three (3) members from both CSEA and AEU who will meet at least on an annual basis to review the Actuarial Valuation Report and the investment practices of the plans with the Plan Administrator. This committee may meet more frequently upon request of either party. Upon the request of either party, it shall be supplied the most current plan audit, actuarial report (including all actuarial projections prepared by the plan actuary during the plan year, FASB report, and investment consultant report. Any quarterly investment consultant reports ~~shall also~~ must be provided.

RETIREE HEALTH BENEFITS

23.2.1 Effective ~~February 1, 2011~~ June 1, 2013, the Employer agrees to pay up to, but not more than, ~~\$1,824~~ \$2,010.96 per month for health insurance for retired employees and dependents in one of the programs approved by the Employer, subject to provisions outlined in this Article. In the case of retirees with spouses or other qualified dependents, the cap shall be applied to the whole retiree family unit, and not to each individual within the family. Any monthly premium amount above the ~~\$1,824~~ \$2,010.96 cap shall be paid by the retiree to CSEA no later than the 10th of each month. For purposes of this Article, —dependent shall include all qualified dependents, including the spouse of a living retiree or the qualified dependent children and surviving spouse of a deceased retiree, but shall not include the dependent children of a deceased retiree who does not leave a surviving spouse or the dependent children of a deceased surviving spouse.

23.2.1.1 Effective October 1, 201~~3~~, the cap of ~~\$1,824~~ \$2,010.96 shall be increased by five percent (5%), for a total cap amount of ~~\$1,915.20~~ \$2,111.51. If the increase to the retiree plus one rate is greater than 5%, then either AEU or CSEA may elect to reopen Section 23.2.1.1 by written notice no later than September 1, 201~~3~~ for the purpose of renegotiating the terms of this section. Such election will suspend the provisions of Article 3 with respect to these negotiations. Effective October 1, 201~~3~~4, the

cap of ~~\$1,915.20~~ ~~\$2,111.51~~ shall be increased by five percent (5%), for a total cap amount of ~~\$2,010.96~~ ~~\$2,217.08~~. If the increase to the retiree plus one rate is greater than 5%, then either AEU or CSEA may elect to reopen Section 23.2.1.1 by written notice no later than September 1, 201~~24~~ for the purpose of renegotiating the terms of this section. Such election will suspend the provisions of Article 3 with respect to these negotiations. Effective October 1, 2015, the cap of \$2,217.08 shall be increased by five percent (5%), for a total cap of \$2,327.94. If the increase to the retiree plus one rate is greater than 5%, then either AEU or CSEA may elect to reopen Section 23.2.1.1 by written notice no later than September 1, 2015 for the purpose of renegotiating the terms of this section. Such election will suspend the provisions of Article 3 with respect to these negotiations. Effective October 1, 2016, the cap of \$2,327.94 shall be increased by five percent (5%) for a total cap of \$2,444.33. If the increase to the retiree plus one rate is greater than 5%, then either AEU or CSEA may elect to reopen Section 23.2.1.1 by written notice no later than September 1, 2016 for the purpose of renegotiating the terms of this section. Such election will suspend the provisions of Article 3 with respect to these negotiations.

23.2.1.2 For the term of this Agreement, retiree health insurance programs approved by the Employer shall include:

- 1) CVT – PPO Plan 1.
- 2) CVT – PPO Plan 5.
- 3) CVT – PPO Plan 6.
- 4) CVT – PPO Plan 7.
- 5) Kaiser North, Plan 1.
- 6) Kaiser South, Plan 1.

23.2.2 To qualify for this benefit, a retiring employee must accept retirement under the pension plan noted in 23.1.1 within eighteen (18) months of the employee's last work day in paid status.

23.2.3 Employees in the bargaining unit who retire and who subsequently become eligible for and successfully enroll in Federal medical programs available to persons receiving Social Security benefits will be converted by the Employer to a medical program coordinated with Medicare as the primary coverage, so long as the overall coverage for the retired employees and dependents is not less than would be received under the provisions of 23.2.1 above.

23.2.4 Retired employees who are members of the bargaining unit and their dependents shall be entitled to health insurance payment according to the following schedule and the provisions of 23.2.1 and 23.2.2 above:

Years of service required _____ Percentage of payment

~~10~~ 8 years _____ ~~5~~ 100%

~~11~~ years 60%

~~12~~ years 70%

~~13~~ years 80%

~~14~~ years 90%

~~15~~ years 100%

23.2.5 If an employee aged 55 or older dies while employed by CSEA, his/her dependents shall receive dependent health and welfare coverage as set forth in the provisions of section 23.2.4.

ARTICLE 29

Personnel Records and Performance Evaluations

PERSONNEL RECORDS

29.1.1 Each bargaining unit employee will be given reasonable release time during normal working hours to review his/her personnel file and to request a copy of said file, upon proper notification to the Human Resources Department.

29.1.2 The Employer shall notify the employee of its intent to place derogatory material in his/her personnel file, and shall give the employee ten (10) working days to provide written response thereto before it is placed in the file. A copy of the notice shall be sent concurrently to the Union President and appropriate Chief Steward.

29.1.3 Notwithstanding the provisions of section 29.1.2 above, employees may dispute placement of administratively generated derogatory information in their personnel files through the grievance procedure, Article 19.

ACTIVITY/EXPENSE REPORTS

29.2 ~~Hours reported on the Monthly Activity/Expense Reports are not required to be submitted prior to ten (10) work days into the month (exclusive of vacation, sick, in-lieu where the employee is not working.~~ or any other Activity/Expense reports routinely required of employees shall not be subject to or cause for disciplinary action except in cases where these reports have been falsified.

PERFORMANCE EVALUATIONS

29.3.1 All bargaining unit employees will be evaluated periodically.

29.3.2 The Employer and the Union agree that evaluations are for the purpose of assessing training needs and providing employees with feedback on job performance. They are not to be used for discipline, pay raises, transfers or promotions and shall not be placed into the employee's personnel file.

TESTING

29.4.1 The employer agrees that no testing, examinations, written or oral will be conducted and or required of any bargaining unit employee once hired.

ARTICLE 30

Reimbursed Expenses/Vehicle Policy, Bar Dues

VEHICLE ALLOWANCE

30.1 Vehicle Allowance provisions shall apply to Sr. Labor Relations Representatives, Labor Relations Representatives and, effective April 1, 2009, Member Education/Staff Development Representatives.

VEHICLE POLICY

30.2.1 All employees hired on or after February 1, 1993 assigned to the positions listed in 30.1 shall receive a monthly cash allowance, as provided in 30.3.1, as reimbursement for the expense of maintaining at personal cost a personally-owned vehicle to be used while conducting CSEA business, except as follows:

a) Employees assigned to service areas where they are required to drive 35,000 or more miles per year will be furnished a vehicle by the Employer if the Employee so requests.

30.2.2 Employees who are currently using an Employer-provided vehicle may continue to do so or may elect to go on vehicle allowance effective upon the expiration of the lease period for the vehicle they are using. If an employee so elects, s/he waives any and all rights to an Employer-provided vehicle.

30.2.3 It is understood that the Employer's insurance carrier may advise the Employer that an employee who is assigned an Employer-provided vehicle has been designated a high-risk driver and that the premiums require adjustment. In such instances, the Employer does not waive reimbursement for any increased premiums which may have been incurred by the Employer by said high risk designation of the Employee, and the Employee shall reimburse the Employer during the plan year for the increased premiums by check or payroll deductions.

30.2.4 Employees who are designated high-risk drivers, as provided in 30.2.3, shall be furnished all relevant correspondence on the matter at least thirty (30) days prior to being required to pay the increased premium. CSEA shall furnish AEU with concurrent notice.

The mere imposition of an additional premium amount shall not be cause for disciplinary action.

30.2.5 Employees who drive personally-owned vehicles and who are considered high-risk drivers and uninsurable by the CSEA primary carrier, shall be required to purchase primary liability insurance in the sum of \$1,000,000. Such employees shall furnish the Employer with proof that the premiums have been paid and that the policy is in effect on a regular basis.

30.2.6 Except as provided below, employees ~~who qualify for~~ are not eligible to receive a car allowance or an employer-provided vehicle unless the employee must reside within fifty-five (55) miles of his/her service area. If the employee does not have an assigned service area, he/she must reside within fifty-five (55) miles of the employee's service area or within 55 miles of the office to which the employee he/she is assigned. An employee who chooses to reside outside

the fifty-five (55) mile standard set forth in this section shall not receive employer gasoline credit cards, nor be eligible for an employer provided vehicle as provided for in section 30.2.1 (a) of this Article. Said employee shall be eligible for reimbursement for gasoline expenses for business miles in excess of 100 miles per day except that the number of miles the employee resides outside the 55 mile limitation shall be deducted from daily business miles before the reimbursement is calculated. The reimbursement for the business miles shall be at the IRS mileage rate for moving or medical reasons. The employee shall report the business miles on his/her monthly expense/activity report for reimbursement. Unit members who currently reside in residences outside of the fifty-five (55) mile standard, with the approval of the employer, shall not be subject to the provisions of this section. An employee living outside the fifty-five (55) mile standard shall be responsible for all required elements of his/her assignment. For purposes of this article only, the "service" area for senior labor representatives, organizers and floaters shall be all service areas within the field office to which the employee is assigned.

30.2.6.1 In the event a Field Office is relocated, a service area is realigned, or a chapter is no longer represented by CSEA, or a bargaining unit member accepts a transfer and/or a promotion within the same Field Office which causes an employee to reside outside of fifty-five (55) miles, the employee shall not be required to relocate. Employees subject to said conditions shall continue to receive employer provided credit cards and the vehicle allowance.

30.2.6.2 The fifty-five (55) mile calculation shall be measured by the driving route, with mileage determined by using Mapquest, or an alternative mileage mutually agreed to in writing by the employee and CSEA.

Reimbursement for Vehicle Expenses

30.3. ~~Effective March 1, 2006, e~~Employees shall receive their choice of:

a) A monthly vehicle allowance of \$600 per month, and be issued, for approved transportation expenses, CSEA provided gasoline credit cards. Such credit cards will not be used for the purchase of gasoline when the vehicle is used for personal business, nor shall they be used when making repairs or performing maintenance or oil changes. This vehicle allowance will be increased to \$650 per month effective June 1, 2015.

b) b) A monthly vehicle allowance of \$800 per month. This choice is irrevocable with the exception that an employee may select option a) above within thirty (30) days of the employee's reassignment to a service area which requires driving of more than 24,000 miles per year based on the three-year average of the incumbent. Employees selecting this option 30.3.1 b) will not be subject to the provisions of 30.6 b). This vehicle allowance will be increased to \$850 per month effective June 1, 2015.

30.3.2 The Employer will make reasonable effort to deposit the monthly cash allowance in the U.S. Mail on or before the second day of each month. Employees who receive this advance vehicle allowance and leave employment before the month is over must repay the applicable pro rata portion of the advanced allowance.

30.3.3 All employees receiving a vehicle allowance must sign an Acknowledgement and Receipt form which provides for repayment of the above pro rata share of the advanced vehicle allowance at the time of separation and authorization for the Employer to deduct it from the employee's final paycheck pay.

30.3.4 ~~Notwithstanding the effective date of this contract, commencing February 1, 1993, CSEA shall withhold employment taxes and Federal and State income taxes from the vehicle allowance. Such payments shall be excluded from all fringe benefit calculations.~~

30.3.5 CSEA shall report imputed income for the personal use of Employer-provided vehicles and shall use the IRS commute valuation rule to calculate such income. Imputed income shall be treated as regular income for the purpose of calculating retirement benefits.

30.3.6 Employees who elect reimbursement for vehicle expenses are responsible for all costs for the vehicle including full cash price or lease costs, all taxes and license, vehicle insurance (minimums of \$100,000/\$300,000 bodily; \$25,000 property liability coverage) and all maintenance and upkeep.

30.3.7 Employees who are on an unpaid leave of absence of longer than one (1) month, or a paid leave under section 10.3.3, will not receive a vehicle allowance for the duration of the leave.

Registration with Employer

30.4.1 Employees shall provide the Employer the following information about any and all vehicles they may use on CSEA business: the make, model, year, license plate number, vehicle identification number, and continued proof of the specified insurance coverage, as may be required by the Employer.

30.4.2 Prior to an employee using a vehicle for CSEA business, the vehicle must be registered with the employee's immediate supervisor the first CSEA business day immediately following acquisition or purchase of the vehicle.

Replacement Vehicle for Employees Under Vehicle Allowance

30.5.1 It shall be the responsibility of the employee to supply a replacement vehicle if the designated vehicle is nonfunctional. All replacement vehicles must also meet the requirements of section 30.3.6.

30.5.2 Notwithstanding section 30.5.1, no replacement vehicle shall be driven for more than 30 working day period within a calendar year without also meeting the vehicle requirements of section 30.6. Employees must notify their immediate supervisor, in writing, within the first CSEA business day of use, and provide verification that the vehicle is registered with CSEA pursuant to section 30.4.2. The notice shall include the anticipated number of days the vehicle will be used.

30.5.3 All requests for exceeding the thirty (30) working day limitation must be approved by the Executive Director. Approval is discretionary. The employee shall submit the extension request through his/her immediate supervisor, at any time during the thirty (30) working day period.

Vehicle Requirements for Receipt of Vehicle Allowance

30.6 ~~The vehicle selected~~In order for the employee to receive a vehicle allowance, the vehicle used by the employee must meet the following qualifications:

(a) Be an American or Canadian made vehicle, under a union shop, or be a "Hybrid," natural gas powered vehicle, MICRO Smart Car, electric car and/or hydrogen car.

(b) ~~Effective March 1, 2006, n~~New or replacement vehicles purchased by bargaining unit staff receiving a vehicle allowance under 30.3.1 option a), above, must be rated by the U.S. Environmental Protection Agency ("EPA") to obtain gasoline mileage of not less than a composite mileage figure of 20 miles per gallon. This "composite mileage figure" shall be determined by adding the "average highway" and "average city" mileage figures established by the EPA for the vehicle, and dividing that total figure by 2. A vehicle that meets this gas mileage qualification shall not be required to perform at the mileage rate established by the EPA.

MILEAGE/ACTIVITY REPORTS

30.7.1 All employees shall continue to file mileage and activity reports in accordance with the CSEA procedure. See Article 29.1 Activity/Expense Reports.

30.7.2 All employees shall be required to report and file a written statement, including police reports, with the Employer, in a timely fashion, pertaining to any and all vehicle accidents while conducting CSEA business.

PROBATIONARY EMPLOYEES

30.8.1 No later than thirty (30) working days after completion of the probationary period, employees must conform to the vehicle requirements as set forth in 30.6 above.

30.8.2 Notwithstanding the provisions of 30.8.1, upon initial employment, all vehicles must meet the requirements as set forth in 30.6 (b), and the insurance minimums in 30.3.6.

BAR DUES

30.9.1 CSEA shall pay the mandatory dues required by the California Bar Association for the practice of law in the State of California, for all employees in the position of Staff Attorney and Lead Staff Attorney.

30.9.2 CSEA shall maintain an appropriate budget to ensure that all staff attorneys receive Minimum Continuing Legal Education (MCLE) credits that are required by the California Bar Association.

MEAL ALLOWANCE

30.10 ~~Effective February 1, 2006, the meal allowance paid to staff while traveling for CSEA business purposes shall be dinner equal to that paid to CSEA members.~~ During the term of this contract, if the CSEA member meal allowance is increased, the CSEA staff meal allowance shall increase equally.

TOLLS / FASTRAK

Road tolls and FASTRAK charges incurred while performing CSEA business will be reimbursed at actual cost.

CELL PHONE

The CSEA cell phone policy in effect on March 31, 2013 shall be incorporated into this Agreement and shall remain in force throughout the term of the Agreement unless modified by mutual agreement.

New Article: Anti-bullying provision. No retaliation for reporting bullying.

Respectful Working Environment. Workplace bullying is deliberate, repeated, health harming mistreatment of a person by one or more employees including management/confidential and CSEA members that takes the form of verbal abuse; conduct or behaviors that are threatening, intimidating or humiliating; sabotage that prevents work from getting done; or some combination of thereof. The following behaviors are inconsistent with a respectful working environment and are impermissible: (a) verbal abuse, which includes, but is not limited to, obscene, threatening, humiliating or intimidating language; and (b) non-verbal abuse, which includes acts that are threatening, humiliating or intimidating. Individual, group, field office, departmental or statewide meetings shall not be utilized to threaten, humiliate or intimidate bargaining unit employees. Employees shall suffer no retaliation for reporting, grieving or protesting workplace bullying. Remedies and corrective actions may include, but are not limited to, reversing adverse actions, directing the training of bargaining unit and management/confidential personnel regarding proper professional conduct toward all employees, discipline and/or other corrective actions.

No later than July 1, 2013 the parties agree to form a joint anti-bullying/workplace dignity committee. The committee shall consist of three (3) members appointed by CSEA and three (3) members appointed by AEU. The committee shall jointly select an outside professional trained in workplace bullying and workplace investigations to assist it in the development of the policy and complaint procedure. CSEA shall bear the cost of the outside professional. The purpose of the committee shall be to develop an anti-bullying policy and complaint procedure for charges of impermissible verbal and non-verbal abuse by CSEA management, CSEA members, bargaining unit members, vendors, temporary or substitute workers or independent contractors who are suspected of creating undignified or disrespectful working environments or conditions. . The policy and complaint procedure shall be developed no later than October 31, 2013 and shall be made part of this Agreement.

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