

**Collective Bargaining Agreement**  
*between*

**Children's Services Inc.  
(CSI)**



*and the*

**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
CLC, LOCAL 521**



*representing the*  
**CSI Employees  
Administration Unit**  
*for the period*

**October 15, 2007 TO September 30, 2010**

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## **PREAMBLE**

Both the Children's Services Inc. (herein referred to as CSI) and Service Employees International Union (SEIU) Local 521 (herein referred to as the Union), agree that the purpose of this Collective Bargaining Agreement (CBA) is to foster harmonious labor-management relations and to create a work place environment that is healthy and mutually cooperative, supportive and trusting.

CSI and the Union further agree that the purpose of CSI is to provide childcare and related family services. Both further agree that they shall strive to achieve excellence in the provision of services. All CSI contacts shall be treated with respect, dignity, and fairness.

It is mutually understood by parties to this Collective Bargaining Agreement that:

- CSI employees will treat each other with mutual respect, dignity, and fairness;
- CSI is a private, non-profit, 501c(3) tax-exempt corporation, without authority to impose taxes to establish service fees for publicly subsidized clients, or otherwise generate revenues by mandate;
- CSI is funded primarily by one-year service contracts with the State of California, which cover the period July 1<sup>st</sup> through June 30<sup>th</sup>;
- CSI operations may be subject to disruption or temporary suspension when the State budget is not approved in a timely manner;
- CSI has no right to renewal of such contracts, and therefore has no assurance of continued funding beyond June 30<sup>th</sup> of each year;
- CSI, without said contracts, would in all likelihood be forced to cease operations.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

## **ARTICLE 1. PARTIES TO THE AGREEMENT**

This Collective Bargaining Agreement has been executed by a representative(s) of Children's Services Inc., and by a representative(s) of Service Employees International Union (SEIU) Local 521, as of October 1, 2007.

## **ARTICLE 2. NON-DISCRIMINATION IN EMPLOYMENT**

No person applying for employment or employed by CSI shall be unlawfully discriminated against, according to state and federal law, because of race, color, religion, national origin, ancestry, sex, sexual preference or orientation, pregnancy, parenthood, marital status, political affiliation or political belief, physical or mental disability, or appropriate Union activities protected under the National Labor Relations Act.

**ARTICLE 3.  
AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Collective Bargaining Agreement, the following authorized agents have been designated:

- A. CSI's principal authorized agent shall be the Executive Director or his/her duly authorized representative.

Children's Service Inc. (CSI)  
705 California St.  
Salinas, CA 93901

- B. Union's authorized agent shall be the Executive Director, or his/her duly authorized representative.

SEIU Local 521  
334 Monterey Street  
Salinas, CA 93901

**ARTICLE 4.  
RECOGNITION**

The Union is recognized as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for the employees as classified in Appendix A.

**ARTICLE 5.  
MANAGEMENT RIGHTS**

Except as modified or restricted by a specific provision of this Agreement, CSI will continue to have, whether exercised or not, and reserves for itself all rights with respect to matters of managerial policy including, but not limited to the following:

1. To determine and modify CSI's goals and objectives, including the right to determine or modify the nature and scope of CSI's functions, services provided and organization, to determine or modify the size, number, location and function of CSI's organizational units, center sites or other activities;
2. To maintain and improve the efficiency and effectiveness of the CSI's operations, including the right to establish methods of operations and procedures, including, for example, program and client evaluation procedures;
3. To determine methods for raising revenues and the use of donated funds;

4. To direct its work force, including the right to determine job classifications of employees, to determine within job classifications work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Agreement;
5. To recruit, utilize and assign volunteers, who will not be considered members of the bargaining unit under this Agreement, to assist and supplement the regular staff;
6. To employ, on a temporary basis (defined as to not permanently replace regular staff), substitutes, who will not be considered members of the bargaining unit under this Agreement, for members of the regular staff during their absences;
7. To contract with consultants and specialists, who will not be considered members of the bargaining unit under this Agreement to perform special assignments;
8. To determine the procedures, qualifications and standards of selection for employment and jobs;
9. To select and hire new employees, including temporary employees;
10. To train employees;
11. To evaluate and monitor job performance, including the right to determine and reward meritorious performance within the limits of this labor agreement;
12. To take disciplinary action, including suspending, demoting or discharging employees;
13. To establish, issue and enforce rules and regulations;
14. To select, designate or employ supervisory employees;
15. To expand or contract CSI's services generally, or any activity, function or center site specifically, and to determine the appropriate staffing levels within the bargaining unit generally, or any department, activity, function or center site specifically;
16. To determine and adjust the number of hours worked, the schedule of the workday, the schedule of lunch and break times, the amount of overtime to be worked (if any), and the employees to work such overtime;
17. To determine the scheduling of vacation or other time off;
18. To relieve its employees of duties because of a lack of work, reduced funding or other legitimate reasons;
19. To abolish positions because of a lack of work, reduced funding or other legitimate reasons;
20. To design and implement security, safety and health programs, including but not limited to the design and implementation of rules and policies in conformity with the requirements specified by funding sources and other applicable federal, state, county or local statute, regulation or rule.
21. To protect the safety and welfare of clients served and take whatever actions necessary to assure their safety;

22. To inspect and search any and all of CSI's property, including but not limited to any part of any building or property therein, including electronically stored communications, computer data, voice mail, e-mail, or any vehicle that is CSI property;
23. To investigate employees, including criminal records, and to investigate any and all matters impacting the operations of CSI or matters impacting clients, other employees, volunteers, donors or visitors;
24. To maintain the efficiency of facility operations, including the times and hours of operation;
25. To determine the methods, means and personnel by which operations are to be conducted;
26. To take all necessary actions to carry out its service in emergencies; and
27. To exercise complete control and discretion over its organization and the technology of performing its work, including the right to specify and acquire apparatus, equipment or other materials, including program materials, and the use of such apparatus, equipment or materials.

These rights shall be limited only as specified in applicable state or federal laws or any provision subject to this labor agreement. All rights, responsibilities and prerogatives that are inherent by virtue of all federal, state, and local laws cannot be subject to any grievance or arbitration proceeding specified in this Agreement.

## **ARTICLE 6. UNION RIGHTS**

**6.1 Representation.** The Union has the exclusive right to represent employees in the representation unit as specified by municipal, state, and federal law. The Union will notify CSI and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union may select up to one (1) CSI employee in the administration office bargaining unit, in addition to its staff members to act as official representatives and will notify CSI as to that individual(s) so selected. A representative can also be a steward.

Official representatives shall represent the Union in jointly scheduled meetings with CSI to address matters of mutual concern. Union official representatives who are CSI employees may utilize time during normal working hours for meeting and conferring and/or negotiating with authorized representatives of CSI, subject to advance scheduling. Such meetings will normally be scheduled during regular working hours.



**6.2 Steward Program.** Union stewards shall mean full-time CSI employees within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances and meet and confer issues. The Union shall select one steward at the administration office bargaining unit.

Union agrees to notify CSI in writing of the names and titles of the steward(s) representing employees and shall send a copy of such notice to the Human Resource Director/and or designee. Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by CSI as stewards of the Union.

Stewards shall perform Union business on their own time and shall be subject to the following:

- A. After receiving approval of his/her CSI-designated supervisor, a steward shall be allowed reasonable time off during working hours not in excess of an aggregate maximum of four (4) hours per month, without loss of time or pay, to investigate and present such grievances and appeals. The CSI-designated supervisor will authorize the steward to leave his/her work whenever the supervisor determines that the steward's absence will not interfere with the work of the unit. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
- B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary provisions of the Agreement. No more than one (1) steward may assist in the investigation or processing of a grievance.
- C. Before performing grievance and disciplinary appeal work, the steward will obtain the permission of his/her CSI-designated supervisor and shall report back to his/her CSI-designated supervisor when the grievance or disciplinary work is completed. Where immediate approval is not granted, the said supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
- D. When a steward desires to contact an employee, the steward shall first contact the CSI-designated supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
- E. Stewards shall receive no overtime for time spent performing a function of a steward.
- F. Stewards shall not conduct Union business on Company time, except as specifically authorized by this Agreement.

- G. Stewards shall be responsible for the full and prompt performance of their CSI assigned workload.
- H. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:
  - 1. The steward agrees that the issues that are confidential in nature which gave rise to the proposed disciplinary action will not be discussed with other employees, representatives or the news media, or others who do not have a direct need to know the details of the proposed discipline. CSI may refuse to recognize or to deal with a steward who violates this confidentiality. A steward must comply with any funding requirements and applicable laws and regulations that invoke confidentiality. The Union recognizes the importance of this provision. If CSI feels that a steward has violated this, then CSI may immediately refuse to deal with that steward and CSI will discuss this matter with the Executive Director of the SEIU Local 521. If the Executive Director finds merit to CSI's complaint then the steward shall be removed as a steward.
  - 2. Management may require that disciplinary representation in a particular disciplinary appeal only be accorded through stewards who are also employees of the same bargaining unit or by a Union staff representative.

**6.3 Union Access.** Authorized Union staff representatives shall have reasonable access to work locations in which employees covered hereby are employed for the purpose of transmitting information or representation purposes. Authorized Union staff representatives desiring such access shall first contact the Human Resources Director or Program Director for Center Base operations, before taking access, at which time the authorized representative shall inform said management representative of the purpose of the visit. In cases where access is for issues of employee health or safety, then CSI shall provide controlled or escorted access. The Union agrees to be in compliance with any government regulation, i.e. any licensing or other state mandates that may require a criminal record clearance and child abuse index on file with CSI in order for an authorized Union Staff representative to have access to CSI facilities. For purposes of this provision authorized Union Staff person is a designated employee from SEIU Local 521.

The Union shall give to management, and the Human Resource Director/and or designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list. The Union is authorized to distribute Union materials to Union members through CSI's internal distribution system.

**6.4 Bulletin Board.** Where such space is available, CSI will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. If space is not available on CSI bulletin boards, the Union may install, at its own expense, bulletin boards at locations approved by the Management. Union installed boards shall be of reasonable size and construction as approved by the Management. Such bulletin board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;
- Reports of official business of Union including reports of committees or the Board of Directors; and
- All material shall clearly state that it is prepared and authorized by the Union.
- Union agrees that notices posted on CSI bulletin boards shall not contain anything that may reasonably be construed by CSI management as maligning or derogatory to CSI or its representatives. CSI has the right to remove such materials.

**6.5 Labor and Management Meetings.** Upon request from either party both CSI and Union shall meet at a mutually agreed upon time and place to discuss issues within the scope of this agreement. The purpose of the meetings is to enhance communication in order to maintain and improve good labor management relations. A maximum of two (2) employees attending, as Union representatives shall be paid the regular rate of pay to attend these meetings.

### **UNION SECURITY**

#### **6.6 Union Security.**

- 6.6.1 As a condition of employment, all employees covered by this Agreement shall, thirty-one (31) days after the date of execution of this Agreement, or, in the case of new employees, sixty (60) days after date of hiring, become members of the Union and remain members of the Union in good standing in the Union during the term of this Agreement. Reference to the requirement to become and/or remain "members of the Union in good standing" is intended to be limited to the requirement for tendering dues and initiation fees, as that requirement is set forth and has been interpreted under Section 8(a)(3) of the National Labor Relations Act, as amended.
- 6.6.2. No employee shall be obligated to pay dues to the Union until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. CSI shall notify the Union of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.
- 6.6.3. In the event an employee, due to his/her own negligence, fails to apply for or to maintain his/her membership in the Union, the Union may give CSI written notice of such failure along with written documentation that the employee was informed of his/her failure, but failed to correct it within a reasonable time. CSI, not later than seven (7) days following receipt of such written notice, shall terminate the individual's employment, upon verification of the employee's failure to apply for or maintain his/her membership in the Union, if the discharge of the employee would not otherwise be unlawful. If such a termination will adversely impact the operations of CSI, the Union will meet and confer with CSI management during the above mentioned seven (7) days

regarding a remedy. However, in the event that no mutual remedy is found the provisions in 6.6.1 shall prevail.

6.6.4. To qualify for the designated charity fee deduction, an employee must certify to the Union that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to join or financially support public employee organizations. Such exempt unit employee will be required to submit to the Union a notarized letter certifying that person's membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect.

## **6.7 Dues Deductions.**

6.7.1. The Union has the sole and exclusive right to have employee organization membership dues deducted by CSI for employees in the bargaining unit.

6.7.2. CSI shall deduct, in accordance with the Union's dues schedule, union dues from the wages of all employees who are members of the bargaining unit. In the like manner, back dues will be deducted where the Union notifies CSI and the employee in writing of the amount in arrears. The Union shall advise CSI as to the amount of current monthly dues to be deducted and shall certify that such dues were set in accordance with the Union's Bylaws. CSI shall remit such dues to SEIU Local 521 to the address furnished to CSI by the Union. The Union agrees to update CSI as soon as possible if there is an address change.

6.7.3. CSI shall, without charge, pay to the Union upon deduction all sums so deducted. Deductions shall be bi-weekly. CSI will pay to the Union the total monthly deductions by the 15<sup>th</sup> of the following month.

6.7.4. CSI shall upon request from the Union (not to exceed one request per month), without charge, furnish the Union with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status, and annual salary.

6.7.5. CSI shall notify the Union representative if any member of the bargaining unit revokes a dues authorization.

6.7.6. If an employee fails to meet the obligation to pay dues after fourteen (14) days upon notice of such failure in writing by the Union to CSI, this shall be considered grounds for CSI to terminate the employee.

6.7.7. If the balance of an employee's wages, after all other involuntary and insurance premiums deductions are made in any one pay period, is not sufficient to pay deductions required by this Article, no such deduction shall be made for that pay period.

6.8 **Hold Harmless Provision.** The Union shall indemnify and save CSI harmless against any and all claims, suits, or other liabilities as a result of any action taken by CSI at the written direction of the Union for the purpose of complying with any of the provisions of these paragraphs.

## **ARTICLE 7. SAFETY**

- 7.1 **Work Environment.** CSI recognizes its obligation to provide to the extent feasible a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that CSI reserves the right to adopt departmental rules and regulations, which become effective when posted.

The Union agrees that it is the duty of all employees to comply with all lawful rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor in writing. CSI agrees to provide adequate drinking water at all times for employees.

- 7.2 **Health and Safety Committee.** All employees of CSI are considered Safety Officers. CSI and Local SEIU 521 shall establish a Health and Safety Committee. The purpose of the committee is to collaboratively work together in creating a safe work environment for all staff, as well as the children. The committee shall consist of equal numbers of CSI management and bargaining unit appointed employee representatives. (1) Representatives shall be appointed from the AP employee group.

The Union shall appoint its members to the committee. SEIU Local 521 Staff may attend the safety committee meetings if requested. Meetings shall occur quarterly.

- 7.3 **Inspections.** CSI may conduct personal searches upon probable cause, including without limitation to lockers and cubby holes. Before such search, CSI shall notify the Union and give it the opportunity to be present during the search. In the event no Union representative is immediately available, CSI will proceed with such inspection.

## **ARTICLE 8. COMPENSATION**

### **8.1 General Salary:**

- 8.1.1 Effective each October 1 for the period of this agreement, employees' units base salaries shall be increased in the amount equal to the annual Cost of Living Allowance (COLA) for Alternative Payment contracts.

- 8.1.2 In addition to the increases set forth above, CSI shall hire new Alternative Payment bargaining unit personnel using the following table:

Years experience:

	0	1	2	3+
0 College units	\$ 7.00	\$ 7.00	\$ 9.00	\$ 10.00
6 Units	\$ 9.00	\$ 9.50	\$ 10.00	\$ 10.50
12 Units	\$ 9.50	\$ 10.00	\$ 11.00	\$ 11.50
24 Units	\$ 10.00	\$ 11.50	\$ 12.00	\$ 12.50

8.1.3 Alternative Payment bargaining unit personnel who obtain additional education applicable to their delivery of quality family service shall receive the following salary enhancement. Personal plans to obtain additional education units must be submitted and pre-approved by the Executive Director.

6 Units: \$1.00 per hour added to base salary  
12 Units: \$2.00 per hour added to base salary  
24 Units: \$3.00 per hour added to base salary

8.1.4 **Retention and Compensation Bonus.** Employees in the Alternative Payment bargaining unit shall receive a bonus payment(s) in the form of a "Retention and Compensation Bonus" paid directly to AP bargaining unit employees commencing the first full month after execution of this Labor Agreement.

- A. AP employees shall receive this bonus payment after the completion of working 95% of their scheduled work hours in each of 3 two-week pay periods.
- B. The value of the Retention and Compensation Bonus shall be \$250.00. Payment shall be made every six weeks upon fulfillment of paragraph A.

8.1.5 Any employee who fails to complete 95% of their scheduled work hours shall not receive a payment. CSI agrees to meet and confer over a salary matrix for AP employees in the Event of Additional Funding as defined below.

8.2 **Out of Classification Pay.** Employees assigned by management to work in a job that has a higher rate of pay shall be paid the higher rate of pay for the period worked in that position.

8.3 **Standby Pay.** Standby compensation shall provide for payment of Thirty-five Dollars (\$35.00) for each weekday of standby and Fifty Dollars (\$50.00) for each weekend day and holiday of standby (24 hours). Employees assigned standby for a portion of a standby shift shall be compensated proportionally. Standby means when an employee is given a written directive by management to be on standby to report to work.

8.4 **Additional General Salary/Compensation Increases. "In The Event Of Additional Funding" Defined.** "In The Event Of Additional Funding" refers to new revenue or cost savings that free up additional funds which are not earmarked or required to meet other

financial obligations of CSI, including without limitation the restoration of CSI's operating reserve for the Center Base in the amount of \$50,000. Additional funding may arise at any time during the life of the contract. When the operating reserve reaches \$50,000, CSI and the Union shall meet to discuss what reserves if any can be used under what terms for any of the following provisions listed in Article 8.4. In addition, when each increment of \$20,000 thereafter is added to the operating reserve, CSI shall notify the Union and the parties shall meet to review whether or not any of those funds can be used for employee compensation as outlined in the provisions of 8.4.

In The Event Of Additional Funding, CSI will notify the Union of the additional funding and the parties shall meet and bargain over the following possible applications of such additional funding, if the new funding is adequate for such purpose(s):

- 8.4.1 Payment of the employee's portion of their health insurance premium in both units.
- 8.4.2 One-time compensation in the amount of \$200 per bargaining unit employee (for both units) that will not be adjusted to an employee's base salary rate.
- 8.4.3 Implementation of a new salary matrix for AP employees that may be agreed upon by the parties.
- 8.4.4 In the event of Additional Funding, the parties will negotiate applications of that funding without regard to the order in which the items are set forth above.
- 8.4.5 CSI agrees to review its financial condition with the Union on a quarterly basis for purposes of this provision.
- 8.4.6 SEIU Local 521 agrees to aid and assist CSI in seeking additional funding during the term of this Agreement.

<b>ARTICLE 9. INSURANCE BENEFITS</b>
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**9.1 Medical Insurance.** For the remainder of calendar year 2007 only, CSI shall continue the current health insurance at the following cost to the employees; employees shall contribute \$15.00 per pay period for the cost of employee-only health insurance.

**9.1.1 Health Savings Accounts.** Effective January 1, 2008, CSI shall discontinue the current health plan and implement the health savings plan HSA 1500. Employees shall contribute \$20.00 per pay period for the employee-only health plan. CSI will pay \$750 into each current employee's HSA account in the first week of January of each year. For new employees, CSI will make the following payments into their HSA accounts: no payment in first two months of introductory period, \$25 in the third and fourth months of the introductory period, and \$350 in the fifth and six months of the employee's employment at CS. The eligibility, costs, deductibles and benefits are set forth in the summary plan description for HSA 1500.

- 9.2 Life Insurance.** The Company shall maintain life insurance coverage for unit employees at \$20,000 per employee.
- 9.3 Dental Insurance.** Effective January 1, 2008, CSI shall implement a Dental Health Maintenance Organizational plan. Employer shall pay all premiums for the cost of employee only dental insurance.
- 9.4 Vision Insurance.** Effective January 1, 2008, CSI shall implement a basic Vision plan. Employer shall pay all premiums for the cost of employee only vision insurance.

<b>ARTICLE 10. HOURS OF WORK AND OVERTIME</b>
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- 10.1 Regular Workday and Workweek.** The regular workday will be determined by the requirements of the operation schedule developed by CSI and/or its clients. In the event there is a change in a workweek schedule CSI will give as much advance notice as operationally feasible.
- 10.2 Overtime Defined.** Overtime is any work in excess of eight (8) hours of work in a day or forty (40) hours per week. For the purpose of calculating overtime, only actual hours worked shall be considered hours worked. For employees working scheduled four (4) ten (10) hour shifts their hourly rate shall be at straight time.
- 10.2.1 Employees must receive prior written approval from management for overtime. If operational needs require an employee to stay beyond their work hours they must immediately notify their supervisor (person-to-person, voice mail, e-mail, etc.).
- 10.2.2 Overtime shall be assigned based on an employee's seniority in the classification that is scheduled for overtime.
- 10.3 Overtime Compensation.** Overtime shall be compensated at the rate pay of one and one half (1 ½) hours for every hour worked at an employee's regular rate of pay.
- 10.4 Minimum Callback.** Employees called into work for hours not contiguous to their regular work schedule shall receive a minimum of two (2) hours compensation for each call in.
- 10.5 Report Pay.** Employees reporting to work who are sent home because of lack of work at any CSI location shall be paid their regular full shift of pay if CSI is being compensated for their services. Employees who elect to leave because of the lack of work will not be compensated.
- 10.6 Work Hours and Assignments.** Employee's work hours and assignments shall be based on seniority in accordance with Article 12, Section 12.2.



**ARTICLE 11.  
TRAINING AND EMPLOYEE DEVELOPMENT**

CSI shall make available training that supports effective and safe job performance. CSI shall pay for any training that may be required of employees as part of their job duties and responsibilities if funding is available. CSI shall provide compensation for any pre-approved travel expenses related to training. In addition, CSI shall provide all proper training in relation to record/book keeping that may be part of employees' job responsibilities. It is every employee's responsibility to report false or improper record keeping.

**11.1 Career Development.** Full time employees may be provided an opportunity for training to develop professional job related and/or required credentials through in-service and credit-based training with local colleges or universities and through seminars/workshops provided by Government Agencies. Employees who elect to attend colleges or universities that may affect scheduled working hours must receive prior approval and mutual agreement in writing from the Executive Director or his/her designee.

It is mutually recognized and agreed that improving the educational credentials of CSI's Teachers and Assistant Teachers is desirable to the continuing success of CSI.

**11.2 Educational Expenses.** Within the scope of any new available resources and if funding is not available from alternative sources, training and education money shall be reimbursed as payment for tuition, and must be pre-approved in writing by the Executive Director. A passing grade of C is required. If an employee does not receive a passing grade of C, or if the employee does not complete the elected course, CSI will work with the employee to determine an appropriate payback schedule if prepayment was required and made. If an employee resigns prior to the completion of a course, educational expenses must be returned to CSI to include through deduction from the employee's paycheck. Within the scope of funding requirements, if specific training requires a higher passing grade than a C then CSI shall inform employees of that requirement prior to approval.

**ARTICLE 12.  
SENIORITY**

**12.1 Company Seniority.** Company seniority will consist of an employee's continuous service with CSI since his/her most recent assignment as a bargaining unit employee, including continuous service commencing with a predecessor company, and will not be broken except as provided in this article.

**12.2 Classification Seniority.** Classification Seniority will consist of the total length of employment that an employee has in the job classification that they occupy since his/her date of entry into that classification.

Classification Seniority shall apply in: promotions (see 12.4 below); day to day lack of work decision (opportunity to stay or leave work shall be afforded to the senior employee in the job classification within a classroom); and, overtime decisions (opportunity to accept or reject

overtime shall be afforded to the senior employee in the job classification in the classroom who is scheduled to be present at the beginning of the overtime period.) The Union recognizes that under all circumstances the requirements and ability to perform the job shall be a prerequisite before classification seniority shall apply.

**12.3 Layoffs or Reduction of Work.** When layoffs or reductions of work are necessary, quality and continuity of childcare will be the primary consideration. Among employees who are equally qualified, seniority, as in the length of continuous service with CSI, will be the determining factor. Seniority will also apply in cases of recall of laid off employees when work becomes available. Laid-off employees will be given a maximum of three (3) calendar days from the date of postmark to answer written notice of recall sent to the employee's last known address, and will return to work when notified or will be considered quit. Prior to layoff, CSI shall give a five (5) calendar days notice to employees.

CSI will offer openings to qualified senior employees in the particular classification who are on layoff status before hiring outside this list. Employees on layoff status will lose their seniority if they fail to respond to recall within three (3) days. CSI shall notify employees being offered recall through phone and overnight delivery.

12.3.1. **Bumping.** Qualified senior employees who are being laid off from their position shall be allowed to bump junior employees in another job position, provided they can reasonably perform the duties of that position. In case of such bumping, the senior employee shall be paid the wage previously paid the junior employee, plus any mandatory adjustments set by contract. CSI shall have the right to deny the request for bumping if such request interferes with CSI's ability to staff the Centers with certified teachers of any classification. Nothing herein shall diminish CSI's right to increase the qualifications for any classification prospectively. While any seniority employee in a particular classification is on layoff, CSI will offer openings to such seniority employee before hiring outside the list.

12.3.2 **On the Job Training for Seniority Employee Exercising Bumping Rights.** CSI shall provide up to two weeks' on-the-job training to an employee whose current job is being eliminated where that employee exercises his/her right to bump a junior employee in another job classification, provided that the on-the-job training is for the purpose of facilitating the employee's transition to the new job, not to provide the employee with qualifications that he/she lacks for the new job.

**12.4 Transfers and Promotions.** Whenever job openings exist within the bargaining units, CSI will base decisions on credentials, program needs, and performance reports to include an individual's progress toward correcting documented performance deficiencies, and overall qualifications. Among employees who meet the above criteria, seniority will be the determining factor in transfers and promotions. For purposes of this provision, in-job classifications that have lines of progression for advancement, classification seniority shall apply. Employees are entitled to no more than one promotion or transfer every six (6) months.

**12.5 Qualifications.** In all situations in this article, employees must be qualified and be in possession of the proper certifications to perform the available work in order to exercise seniority rights.

**12.6 Termination of Seniority.** Seniority will be terminated by:

- a. Discharge
- b. Voluntary quit
- c. Twelve (12) consecutive months of layoff
- d. Job abandonment, i.e. three (3) work days no call, no show.
- e. Failure while on layoff status to respond to a recall within three (3) business days.

**12.7 Seniority List.** CSI agrees to post a current seniority list at the beginning of June of each year.

<b>ARTICLE 13. REVENUE CONTRACT TO PREVAIL AND FUNDING LIMITATIONS</b>
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The relevant provisions of any revenue contract between CSI and its customer under which an employee of CSI performs work will be incorporated by reference into this Agreement, to the extent that such provisions impose terms, conditions or requirements upon CSI's employees that are not required under the terms of this Agreement.

CSI has no control over the funding level or reimbursement rates of one-year service contracts. If funding levels impact adversely CSI's ability to meet its economic requirements under this Agreement, then CSI shall notify the Union and present to the Union all factual data to substantiate this claim. CSI and the Union will then bargain over the impact of any loss revenue on the terms and conditions of this Agreement. The Union understands that CSI has no control over funding levels, and if the circumstances described above should happen, the Union shall work with CSI in seeking ways to maintain it as a viable operation for its clients and employees.

<b>ARTICLE 14. LEAVES</b>
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**14.1 Personal Paid Leave (PPL).** All unit employees are eligible for PPL except (1) employees in their probationary period and (2) employees who receive unsubsidized childcare benefits. Eligible employees shall receive eight (8) days of PPL on July 1 of each fiscal year commencing on July 1, 2008. PPL shall be considered as approved leave. Once employees complete their probationary period, they shall receive PPL pro-rated according to the number of months remaining in CSI's fiscal year after they complete their probationary period. If an employee separates from CSI and returns during the same fiscal year, the employee will not vest any further PPL during that fiscal year. Employees receiving unsubsidized childcare in any fiscal year will not receive PPL that fiscal year.

A day of PPL is 8 hours. PPL shall be considered as approved leave. PPL may not be forfeited. All unused PPL shall be payable to the employee on separation from CSI. PPL shall be requested in writing fourteen (14) calendar days in advance notice and CSI shall respond to employees within 5 working days for a Request for Days Off. Except in case of emergency, employees shall give at least five (5) calendar days' notice for PPL leaves of two days or less. In case of emergencies, PPL leave may be taken on less notice, provided that alternative staffing can be arranged. The Union and CSI shall work together to develop a scheduling system that meets operational needs as well as the scheduled vacation request of the employee.

**Transitional Provision.** For the fiscal year commencing July 1, 2007 and ending June 30, 2008, those employees who have vested their 8 days of PPL will earn no further PPL until July 1, 2008. Those employees hired after April 1, 2005 who have completed their probationary periods will continue to accrue their PPL until July 1, 2008. At that time, and on July 1 of each year thereafter all employees who have completed their probationary period will vest their annual allotment of 8 days of PPL for the fiscal year then starting.

- 14.2 Paid Vacation.** Employees who previously attained fifteen (15) years of seniority shall continue to receive fifteen (15) days of paid vacation per year. As other employees attain fifteen (15) years of seniority, they shall commence accruing paid vacation at the rate of fifteen (15) days per year. A day of paid vacation is eight (8) hours at the employee's regular rate.
- 14.3 Family and Medical Leave Laws.** CSI and the Union agree to be bound by the state and federal family and medical leave laws.
- 14.4 Bereavement Leave.** CSI shall provide time so that individuals attending to a death in the immediate family shall be allowed up to three (3) days of paid bereavement leave. Immediate family will be defined as the employee's current spouse, domestic partner, mother, father, son, daughter, sister, brother, grandparent, and current mother-in-law/father-in-law; or grandchildren living under the custody of the employee if the employee is the legal guardian of the grandchild. The name of the domestic partner must be registered in advance with the Executive Director, using a form provided by CSI. Additional days off without pay, may be requested for extenuating circumstances.
- 14.5 Personal Leave.** Employees who wish to take a personal leave of absence must put their request in writing and submit it fourteen (14) work days in advance to the Executive Director (or designee). CSI will respond to leaves in writing within five (5) work days after receipt; those that are approved will contain the beginning and ending dates of the leave. A request for an extension of leave must be in writing by the employee and approved by CSI.
- 14.6 Voluntary Furloughs.** The Union and CSI have agreed on a voluntary furlough program whereby employees may volunteer for time off in lieu of a layoff or a reduction of work hours. If employees do not volunteer, CSI has the right to layoff or reduce work hours.
- 14.7 Jury Duty.** In the event an employee is summoned to serve as a juror in court, such employee will receive a normal day pay at straight time for each day of required presence in court up to a maximum of three (3) days for the life of this Agreement; provided, however, that any compensation received for such service will be turned over to CSI. Such repayment will not exceed the employee's daily pay less bona fide expenses.

## **ARTICLE 15. GRIEVANCE PROCEDURE**

Most work-related problems can be solved by regular, open communication between employees and their supervisors. Occasionally a different approach might be necessary to resolve an issue of concern. Nothing in this Agreement would prohibit an employee from discussing an issue of concern with his/her supervisor or the Director of Human Resources to resolve the issue quickly at the lowest possible level.

**15.1 Grievance Defined.** For purposes of this grievance procedure, a grievance is defined as a claim between CSI, and the employee or Union regarding a violation of an expressed provision of the Collective Bargaining Agreement (CBA), Supplemental Agreements, and State and Federal law.

There shall be no restraint, interference, coercion, discrimination or reprisals against any employee for exercising his/her rights under the grievance procedure.

A copy of the approved grievance form is attached (Appendix B).

### **15.2 Step I: Appeal to Immediate Supervisor.**

15.2.1 An employee may present the grievance in any written format either directly or through his/her Union representative to the employee's immediate supervisor within ten (10) working days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation necessary to obtain the facts pertaining to the grievance. Within ten (10) working days after receiving the employee's written grievance, the immediate supervisor shall give the employee a reply in writing.

15.2.2 If the employee is not satisfied with the reply of his/her immediate supervisor, the employee may appeal the grievance to Step II.

### **15.3 Step II: Appeal to Director of Human Resources and/or Designee.**

15.3.1 If the employee desires to appeal the grievance to Step II, the grievance shall be on the forms at Appendix B, and presented to the Director of Human Resources or his/her designee within five (5) working days following the receipt of the immediate supervisor's reply in writing.

15.3.2 The written grievance shall contain a complete statement of the grievance, and alleged facts upon which the grievance is based, the reasons for the appeal, the remedy requested, and the specific rules, regulations or statute claimed to have been violated, if any. The grievance shall be signed and dated by the employee.

15.3.3 The Director of Human Resources or his/her designee may arrange, or the Union may request, a meeting between the Director of Human Resources or his/her designee, the employee, and the appropriate Union representative and attempt to resolve the

grievance informally. In any event, the Director of Human Resources or his/her designee shall give a written decision to the employee within ten (10) working days following receipt of the written appeal to Step II.

- 15.3.4 If the employee is not satisfied with the decision he/she may appeal the grievance to Step III.

**15.4 Step III: Appeal to Executive Director/And or Designee.**

- 15.4.1 If the employee desires to appeal the grievance to Step III, the employee shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the Executive Director within five (5) working days following receipt of the written decision at Step II.

- 15.4.2 Within ten (10) working days after receipt of the grievance or appeal to Step III, the Executive Director shall hold a meeting with the employee, the appropriate Union representative and/or the appropriate supervisor to discuss the matter to hopefully reach an early resolution of the dispute. In any event, a written decision shall be given the employee or the appropriate Union representative within five (5) working days following the meeting.

- 15.4.3 If the Union is not satisfied with the decision of the Executive Director, the appropriate representative of the Union may appeal the grievance to Step IV - Arbitration.

**15.5 Step IV: Arbitration.**

- 15.5.1 If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate Union representative may appeal the grievance to arbitration. The Union representative shall notify the Executive Director, in writing, within twenty (20) calendar days following receipt by the employee of the written answer at Step III.

- 15.5.2 Within ten (10) working days following the receipt of the notice of appeal to Step IV, a meeting shall be arranged by the Executive Director with the appropriate Union representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the parties are unable to agree upon the issue, or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues, to the arbitrator for determination.

- 15.5.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to provide a list of seven (7) persons qualified to act as arbitrators.

- 15.5.4 Absent the parties reaching a stipulation as to an arbitrator, within five (5) working days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties

shall alternatively strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator.

- 15.5.5 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written opinion and reasons for the opinion as soon after the hearing as possible. The arbitrator's opinion shall be final and binding on both parties, and shall be limited to the issue, or issues, involved. Either party may elect to have representation by legal counsel for those arbitration hearings.
- 15.5.6 The opinion shall be sent to the Director of Human Resources and to the employee and appropriate representative of the Union.
- 15.5.7 The parties agree each party shall pay for the time and expenses of its representatives and witnesses and shall contribute equally to the fee and expenses of the arbitrator and arbitration hearing. The arbitration hearing will be held at a location mutually agreed upon by the parties.
- 15.5.8 Witnesses who are employees and on duty at the time of a scheduled appearance before the arbitrator shall be released from duty for the time required to testify. No overtime payments shall be made because of scheduled appearances.
- 15.5.9 Individual grievant shall be released from duty without loss of pay for the time of the arbitration hearing. One spokesperson shall be permitted to be present for grievances filed by the Union.
- 15.5.10 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Extensions to these time limits can be made only in writing signed by representatives of each party.

## **15.6 Disciplinary Grievances.**

- 15.6.1 Employees must be disciplined for just cause. When CSI determines an employee will be terminated or suspended without pay, the employee will be offered the opportunity to have a Union representative present to discuss the circumstances surrounding the termination or suspension. In the event no Union representative is immediately available, CSI will proceed with such termination or suspension. When an employee must be immediately discharged for serious infractions, for example health or safety issues, there will be a meeting arranged as soon as possible thereafter between the highest official available for CSI and available for the Union to discuss the circumstances of the discharge.
- 15.6.2 Grievances involving discharge or suspension of an employee shall begin at Step III of the grievance procedure. The employee, or the Union representative, must complete the paperwork and form from Step II and submit them to the Executive Director within ten (10) working days of the employee's receipt of the written reason for the discharge.

- 15.6.3 Any employee discharged or suspended shall, within three (3) working days, receive written reasons for such discharge or suspension from CSI; and a copy shall be furnished to the Union if the employee requests.
- 15.6.4 CSI agrees to implement progressive discipline whenever CSI employees receive discipline. The intent behind discipline is not punitive but corrective in nature. Progressive discipline for purposes of this provision shall follow these steps: 1) Step I: coaching an employee; 2) Step II: a verbal written warning; 3) Step III: a written warning; 4) Step IV: a final written warning; and, 5) Step V: termination. Each disciplinary offense shall have a separate line of progressive discipline. Employees have the right to grieve any discipline from the fourth step on.

### **15.7 General Provisions of Grievance Procedure.**

- 15.7.1 Where the law does not require the exhaustion of administrative remedies, the Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope or representation, except through the provisions of this grievance procedure, including arbitration. Likewise, unless a law requires the exhaustion of administrative remedies, employees shall redress their claims against CSI for the violation of any law, statute, regulation or term of this Agreement through the provisions of this grievance procedure, including arbitration.
- 15.7.2 Working days as used in this Article shall be defined as Monday through Friday, except for holidays defined by this Agreement.
- 15.7.3 The parties hereby agree that an arbitrator's opinion issued pursuant to this grievance procedure shall be considered a judgment and the arbitrator's opinion shall be final and binding on both parties. The arbitrator selected shall not have the jurisdiction to add to, subtract from, change, alter or modify any of the terms of this Agreement.
- 15.7.4 If the employee or Union does not file the grievance or appeal within the deadlines specified in this procedure, the grievance shall be dropped.

<p style="text-align: center;"><b>ARTICLE 16. SUCCESSOR CLAUSE</b></p>
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It is understood and agreed that no merger, purchase, sale, transfer, assignment or consolidation shall terminate or suspend this contract or relieve a transferee, purchaser, successor, or assignee, from the obligation to comply with the terms and conditions of this contract.

<p style="text-align: center;"><b>ARTICLE 17. LIGHT DUTY</b></p>
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When, due to job related injury or illness, an employee is unable to perform his/her normal duties; the employee may work in a light/limited duty capacity if the facility determines such work is available. Employees will work light/limited duty only upon the authorization of the employees attending physician



or a properly CSI appointed physician, and only to the extent that the employees illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees. If light/limited duty is available and an attending physician clears the employee to perform such work, he/she shall be required to accept light/limited duty. The shift worked by the employee shall be determined in accordance with the best interest of CSI and clients.

**ARTICLE 18.  
SICK LEAVE**

All unit employees are eligible for paid sick leave except (1) employees in their probationary period and (2) employees who receive unsubsidized childcare benefits. At the beginning of each fiscal year, commencing with July 1, 2008, each eligible employee will receive three (3) days of entitlement to paid sick leave. A day of sick leave is eight (8) hours. To use sick leave, the employee must call his/her supervisor or office manager at least one hour before the time he/she is scheduled to begin working that day, obtain a doctor's certification if requested, and obtain approval from the supervisor. A medical certificate for an absence of a single day will be required only in case of excessive absences or excessive use of sick leave. Up to three (3) days of sick leave may be carried over from fiscal year to fiscal year. Sick leave not taken by the time the employee separates from CSI will be forfeited.

**ARTICLE 19.  
HOLIDAYS**

The following days shall be designated as paid holidays: New Years Day, President's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. Employees having to work on these days shall receive two (2) times their regular rate of pay in addition to the holiday pay provided they receive prior written authorization by the Executive Director.

**ARTICLE 20.  
CHILDCARE BENEFITS**

**20.1 Subsidized Childcare.** Effective the date of this Agreement, employees' children may receive subsidized care if they are otherwise eligible for such care. Children currently enrolled in unsubsidized child care are "grandfathered" in and may continue to receive unsubsidized care as an employee benefit, provided that they cannot qualify for subsidized child care, and may continue to receive such unsubsidized care until they are timed out in accordance with state regulations. No other children will receive unsubsidized care. Employees receiving any unsubsidized child care as an employee benefit will receive no PPL. Alternatively, employees currently receiving unsubsidized child care may elect to terminate such unsubsidized child care on June 30, 2008 in order to qualify for PPL. Once unsubsidized child care is terminated as to any child, it may not be resumed thereafter.

**ARTICLE 21.  
GENERAL PROVISIONS**

- 21.1 Joint Partnership in Securing Funding.** The Union shall work with CSI to seek additional funding for Children's Services Inc. (CSI). Before the Union initiates action it must request CSI to meet and confer with the Union to predetermine purpose and use of any new funds to be sought.
- 21.2 Funding Allocated for Employees' Expenses.** CSI will continue to pursue additional funding specifically for employee benefits, education and training, and retention incentives.
- 21.3 Negotiation Procedures.** Future negotiations for an amended or new Collective Bargaining Agreement shall be on paid release time for those members of the bargaining team representing the Union that have been selected by the bargaining unit to negotiate with CSI. CSI shall only be obligated to pay up to two (2) paid release time employees per bargaining unit.
- 21.4 Representation on the Board of Directors.** CSI's Administration shall convey to CSI's Board of Directors that the Union requests to have one non-voting seat on the Board of Directors.

**ARTICLE 22.  
PENSION BENEFITS**

CSI shall make available a 403(b) Retirement Savings Plan to full time employees. The Union agrees that CSI may at its sole discretion; contribute to the employee's 403(b) plans. The terms specifying employee eligibility for contributing to and participating in the plan are set forth in the summary plan description that is made available to all employees.

**ARTICLE 23.  
REVISED AND/OR NEW JOB DESCRIPTIONS**

CSI will provide notice to and, upon request, meet and confer with the Union prior to implementation of new or revised job descriptions.

**ARTICLE 24.  
REST AND LUNCH PERIODS**

CSI shall provide the following rest and lunch breaks.

- 1) Two (2) paid rest periods one at not more than fifteen (15) and one not more than ten (10) minutes shall be normally granted during an eight (8) hour shift in accordance with a schedule determined by their supervisor. An additional rest period of not more than ten (10) minutes may be granted at the discretion of the department head during a ten

(10) hour shift. A part-time employee shall normally be granted one ten (10) minute rest period for each work period of four (4) hours or more, not to exceed two (2) rest periods per day.

- 2) A lunch period of one (1) hour shall be provided in agreement with business operation hours to employees working at eight (8) or more hours shifts.
- 3) For maintenance employees, lunch periods of one (1) hour shall be provided in agreement with business operation hours to employees working at eight (8) or more hours shifts.

<b>ARTICLE 25 HIRING PROCEDURES/PROMOTIONS</b>
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CSI shall make available for employees at each work site, a copy of existing policies/procedures on the posting of vacancies and promotional opportunities.

- 25.1 CSI shall post any job opening for three (3) calendar days. However, in the event an employee provides less than a two-week courtesy notice when leaving the organization, CSI will only be required to post (1) calendar day. Employees may submit their interest for a position, even if the position is not currently vacant to Human Resources in writing, at which point, such requests will be held by Human Resources for a period of no more than (3) months. Any employee who meets the specific qualifications may apply. If more than one employee bids for the job, the senior employee shall be awarded the job among those employees who are qualified to perform the job.
- 25.2 All employees entering a new position shall receive the training needed to perform the job in an efficient and safe manner.
- 25.3 If the employee elects not to remain in a new job he/she shall be allowed in the first two (2) weeks to go back to their previous job if a vacancy exists. If the employer elects to have the employee removed from the newly acquired job, then the employer must provide the reasons in writing to the employee.
- 25.4 If CSI denies an employee a job opening, then CSI must inform the employee of the reasons why.

<b>ARTICLE 26. PART-TIME EMPLOYEES</b>
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Regular part-time employees shall receive pro-rated benefits mandated by law. Part-time employees shall be employees who work less than thirty (30) hours a week. For the purpose of seniority, part-time employees shall be behind full time employees when it comes to assigning full time work schedules.

**ARTICLE 27.  
FINANCIAL DISTRESS**

CSI's obligation to perform the monetary provisions of this Collective Bargaining Agreement is contingent on the receipt of available funding. If necessary funding is not available then CSI shall be relieved of its economic obligations hereunder and the parties shall resume bargaining on all economic issues.

**ARTICLE 28.  
PROBATIONARY PERIODS**

All employees hired into the unit shall serve an initial probationary period of four (4) months. CSI, at its option, can extend a probationary period for an additional thirty (30) days upon written notice to the employee. Such written notice shall include reasons for the extension and identify areas of improvement the employee must make. Termination, during or at the end of the probationary period, to include extensions, are not subject to the grievance procedure.

**ARTICLE 29.  
NO STRIKE, NO LOCKOUT**

The Union agrees that during the term of this Collective Bargaining Agreement neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions (for example, sit-down, stay-in, sick-out, slow-down), or strike which would involve suspension of or interference with normal work of CSI operations. Any employee engaged in such action shall not be entitled to any benefits that occur or accrue during that term and shall be subject to discipline or discharge. Nothing in this provision prevents an employee to exercise their protected rights under Local, State or Federal labor laws.

In the event of any job actions as described above, the Union will immediately notify involved employees that the action(s) is in violation of this section, and direct them to cease the action(s).

CSI agrees that it will not lock out its employees for the duration of this Agreement.

**ARTICLE 30.  
FULL UNDERSTANDING, MODIFICATION & WAIVER**

This Collective Bargaining Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Collective Bargaining Agreement. Nothing in this

paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the term or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by Children's Services International and SEIU Local 521. The waiver of any breach, term, or condition of this Labor Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE 31.  
SAVINGS PROVISION**

If any provision of this Collective Bargaining Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law or an agency of the State and/or Federal Government, but all other provisions will continue in full force and effect.

**ARTICLE 32.  
TERM OF COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement represents the entire Agreement between CSI and SEIU Local 521 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on **October 15, 2007** and shall continue in full force and effect until midnight **September 30, 2010**, and will thereafter continue in effect until the parties reach agreement on a successor. The Union shall present CSI with its requests for negotiations on the items within the scope of representation no later than **July 1, 2010**. CSI and Union shall begin the negotiation process no later than **August 1, 2010**.

10/15/07 – 09/30/10 Collective Bargaining Agreement Between Children's Services Inc. (CSI)  
AND Service Employees International Union (SEIU) Local 521

***IN WITNESS WHEREOF***, the parties hereto have caused this Collective Bargaining Agreement to be executed by affixing their signatures below.

<b>Children's Service Inc. (CSI), A California corporation</b>	<b>Service Employees International Union (SEIU) LOCAL 521</b>
SONJA KOEHLER Interim Executive Director	LENA R. VALDEZ Executive Director, SEIU Local 521
MARIA O'GRADY President of the Board of Directors	ESMERALDA ZAPIEN Bargaining Committee Chairperson
	YOLANDA PERALES Bargaining Committee Person

# **APPENDIX A**

## **CLASSIFICATION TITLES SEIU EMPLOYEES FOR THE PERIOD 10/1/07 – 09/30/10**

The following job classifications exist in the Administration Unit:

- Senior Eligibility Program Specialist
- Eligibility Specialist
- Eligibility Specialist Assistant
- Senior Provider Contracts Specialist
- Provider Contracts Specialist
- Provider Contracts Specialist Assistant
- Senior Pay-out Specialist
- Pay-out Specialist
- Pay-out Specialist Assistant
- Receptionist/Clientele Specialist
- Accounts Receivable Specialist
- Financial and Information Systems Specialist

**APPENDIX B**  
**GRIEVANCE FORM**

**SEIU Local 521 Grievance Form**

**Date Grievance Occurred or Was Discovered:**

**Grievant's Name:**

**Job Class:**

**Bargaining Unit:** CSI Alternative Payment

**Address:**

**Phone:**

**Supervisor:**

**Mtg. With Supervisor:**

**Reply Date:**

**Nature of Grievance:**

**Specific Violation:**

**Remedy Requested:**

**Grievant's Signature** \_\_\_\_\_ **Steward/Rep.**  
**Signature** \_\_\_\_\_

**Date filed at: Step 2:** \_\_\_\_\_

**CSI Response:**

**Date filed at: Step 3:** \_\_\_\_\_

**CSI Response:**

**Date filed at: Step 4:** \_\_\_\_\_

Arbitration