

# **AGREEMENT**

**Between**

**&**

**Local Union #1991**

**IUPAT -- AFL-CIO**

**July 1, 2020 through June 30, 2023**

# **BOSS/Local 1991 MOU 2020-2023**

## **Table of Contents**

<b>SECTION 1. RECOGNITION /UNION SECURITY.</b>	<b>1</b>
1.1 Recognition.	1
1.2 Union Security. 1	
1.3 Bargaining Unit Classifications. 1	
1.4 Types of Employees. 2	
<b>SECTION 2. UNION MEMBERSHIP. 2</b>	
2.1 Agency Shop/Maintenance of Membership. 2	
2.1.1 Hold Harmless. 3	
<b>SECTION 3. UNION BUSINESS. 3</b>	
3.1 Union Representative Visit 3	
3.2 Union Stewards. 3	
3.3 Bulletin Boards/Employee Union Notices. 3	
3.4 Employee Information. 3	
3.4.1 New Hires. 3	
3.4.2 Vacant Positions. 4	
3.5 Distribution of Agreement 4	
3.6 New Employee Orientation. 4	
3.7 Notice of BOSS Board Meetings. 4	
<b>SECTION 4. PERSONNEL FILES. 4</b>	

**4.1 Annual Review of Personnel File. 5**

**SECTION 5. NO DISCRIMINATION. 5**

**SECTION 6. PROBATION. 5**

**SECTION 7. SUPERVISION. 5**

**SECTION 8. PERFORMANCE EVALUATIONS. 6**

**SECTION 9. WAGES. 7**

**9.1 Minimum Salary Rate. 7**

**9.2 Anniversary Increment 7**

**9.3 Pay Upon Separation From Employment 7**

**9.4 Higher Classification Pay. 7**

**9.5 Shift Differential 7**

**9.6 Bilingual Pay. 7**

**9.7 Wage Schedule. 7**

**9.8 Paychecks. 7**

**SECTION 10. LABOR MANAGEMENT COMMITTEE. 8**

**10.1 Tax Deferred Annuity. 8**

**SECTION 11. HOURS OF WORK AND OVERTIME. 8**

**11.1 Hours of Work. 8**

**11.2 Work Schedules. 8**

**11.3 Transfers. 8**

**11.4 Work Weeks. 8**

**11.5 Overtime Hours. 9**

**11.6 Overtime Pay. 9**

**11.7 Staff Meeting. 9**

**11.8 Call Back Time. 9**

**11.9 Telephone Stand-By. 9**

**SECTION 12. HEALTH AND WELFARE INSURANCE BENEFITS. 9**

**12.1 Medical, Dental and Vision. 9**

**12.2 Workers' Compensation Insurance. 9**

**12.3 IRS Section-125 Plan. 10**

**SECTION 13. VACATION. 10**

**13.1 Vacation Accrual 10**

**13.2 Vacation Pay. 10**

**13.3 Vacation Scheduling. 10**

**13.4 Holiday / Illness During Vacation. 11**

**13.5 Vacation Cash Out 11**

**13.6 Vacation Cap. 11**

**SECTION 14. HOLIDAYS / PERSONAL LEAVE. 11**

**14.1 Recognized Holidays. 11**

**14.2 Personal Day. 12**

**SECTION 15. SICK LEAVE. 12**

**15.1 Sick Leave Accrual 12**

**15.2 Sick Leave Use. 12**

**15.3 Minimum Sick Leave Use for Medical and Dental Appointments. 13**

**15.4 Sick Leave Use – Medical Certification. 13**

**15.5 Notice of Absence. 13**

**15.6 Integration with State Disability and Workers' Compensation Insurance.  
13**

**15.7 Sick Leave Use Reduction Incentive. 13**

**15.8 Short-Term Disability Insurance. 13**

**SECTION 16. BEREAVEMENT LEAVE. 14**

**SECTION 17. JURY DUTY. 14**

**SECTION 18. LEAVES OF ABSENCE. 14**

**18.1 Leave of Absence Without Pay. 14**

**18.2 Benefits During Leave of Absence Without Pay. 14**

**18.3 Return From Leave of Absence. 14**

**SECTION 19. JOB POSTING, HIRING and PROMOTIONS. 15**

**19.1 Notice of Vacant Positions. 15**

**19.2 Promotions and Transfers. 15**

**19.3 Reclassification. 15**

**SECTION 20. JOB DESCRIPTION. 16**

**SECTION 21. SENIORITY: LAYOFFS AND RECALLS. 16**

**21.1 Bargaining Unit Seniority. 16**

**21.2 Seniority List 16**

**21.3 Retention of Bargaining Unit Seniority. 16**

**21.4 Layoff Notice and Procedures. 16**

**21.5 Recall from Layoff 17**

**SECTION 22. DISCIPLINE, DISCHARGE SUSPENSION OR DEMOTION. 18**

**22.2 Discipline and Appeal 18**

**SECTION 23. ADJUSTMENT OF GRIEVANCES. 18**

**23.1 Grievance Definition. 18**

**23.2 Grievance Steps. 18**

**Step 1 (Informal Level): 18**

**Step 2 (Written Level): 18**

**Step 3 (Executive Director): 19**

**Step 4 (Arbitration): 19**

**SECTION 24. HEALTH and SAFETY. 20**

**SECTION 25. TUITION REIMBURSEMENT and TRAINING.. 20**

**SECTION 26 OTHER CONDITIONS. 20**

**26.1 Expense Reimbursement 20**

**SECTION 27. STAFF INPUT. 21**

**SECTION 28. MANAGEMENT RIGHTS. 21**

**SECTION 29. NO STRIKE -- NO LOCKOUTS. 21**

**SECTION 30. SAVINGS, SEPARABILITY AND MODIFICATION. 21**

**SECTION 31. INTEGRATION. 21**

**SECTION 32. TERM OF AGREEMENT. 22**

**APPENDIX A 23**

**Job Classifications and Wage Rate Schedule. 23**

## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of, \_\_\_\_\_ 2022 by and between BUILDING OPPORTUNITIES FOR SELF SUFFICIENCY, (hereinafter referred to as "BOSS") and , Local Union #1991, District Council #36, IUPAT, AFL-CIO (hereinafter referred to as "Union").

### **SECTION 1. RECOGNITION /UNION SECURITY**

#### **1.1 Recognition**

BOSS recognizes the Union as the exclusive bargaining representative for all employees in the unit certified by the National Labor Relations Board in Case No. 32-RC-3677, to wit, all full-time and regular part-time employees, assigned to classifications identified in Appendix A, employed at BOSS's Berkeley, Oakland and Hayward facilities, excluding all guards, managerial employees and supervisors as defined in the National Labor Relations Act, as amended, and on call/relief employees and confidential employees. Also excluded are BOSS clients who are employed by BOSS through any program or training whose primary purpose is to assist homeless persons in returning to the workforce. Such BOSS program employment shall not exceed one hundred eighty (180) days unless extended by mutual agreement. If subsequently hired after this period, these individuals will be considered probationary employees and will serve the full probationary period.

#### **1.2 Union Security**

Bargaining unit work that constitutes the normal duties of regular employees on current payroll will not be removed and reassigned to non-bargaining unit members.

#### **1.3 Bargaining Unit Classifications**

Effective the first full pay period following Union ratification of the Agreement, BOSS will add a newly established classification, *Senior Accountant*, to the Bargaining Unit. The qualifications, duties, responsibilities and salary range for this position are described in the position description – ATTACHMENT 1. In addition, BOSS will return payroll processing to one of the current bargaining unit positions.

The parties agree that the addition of this position to the Bargaining Unit fully satisfies the disputed issues between the parties regarding the allocation of identified finance department work to the Bargaining Unit.

BOSS has the right to establish new classifications or modify existing classifications within the bargaining unit. Rates of pay for each such classification shall be subject to negotiation between BOSS and the Union. BOSS shall notify the Union prior to the establishment of any new classification or modification of an existing classification. All newly created classifications shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. Any question regarding proper placement of a classification within or without the bargaining unit shall be subject to discussion between BOSS and the Union, but if voluntary agreement is not reached, all such questions shall be resolved through the unit clarification procedures of NLRB or may be resolved through mutual agreement through arbitration.

BOSS agrees that there shall not be any subcontracting which directly results in the lay-off of employees covered by this Agreement. Except in cases of emergency, or by mutual agreement, BOSS shall not engage its managers or supervisors in work primarily performed by members of the bargaining unit.

BOSS will not use a temporary or on-call worker for more than sixty (60) calendar days in a vacant position. BOSS will notify the Union regarding the appointment of temporary and hire of on-call workers. If the position is vacant due to an authorized leave of absence, the position may be filled by a temporary worker for up to one (1) year.



If a temporary employee who is not providing leave coverage for a regular employee is employed for more than three (3) months, the parties may meet to discuss the temporary employee's on-going status.

#### **1.4      Types of Employees**

(A)            **Full-Time, Regular.** Full-time, Regular employees are hired to fill regular positions which require forty (40) hours work per week and are eligible for full employee benefits.

(B)            **Part-time, Regular.** Part-time, regular employees are hired to fill regular positions which require less than forty (40) hours work per week. Employees who regularly work at least twenty (20) hours, but less than forty (40) hours per week are eligible for full medical benefits.

Part-time employees who regularly work less than twenty (20) hours per week are not eligible for either medical or dental benefits but receive other benefits pro-rated according to the number of hours they are regularly scheduled to work.

(C)            **Probationary.** Probationary employees are primarily regular employees in their first ninety (90) days of employment with the agency. Probationary employees are "at will" employees whose employment may be terminated at any time without recourse to the grievance procedure.

Temporary. Temporary employees are hired for a short term, not to exceed ninety (90) days.

Temporary employees are “at will” employees whose employment may be terminated at any time. Temporary employees are ineligible for benefits.

## **SECTION 2. UNION MEMBERSHIP**

### **2.1 Agency Shop/Maintenance of Membership**

As a condition of initial and continuing employment, all bargaining unit employees shall, on the thirty-first (31st) day of employment, either 1) become a member of the Union in good standing, or 2) pay to the Union an agency fee in a sum equal to union dues, excluding initiation fees. Failure to remit said dues or agency fee to the Union, upon written request by the Union to BOSS, shall be grounds for termination. Such termination shall be within seven (7) calendar days from the date of the request, unless the union notifies BOSS in writing prior to the termination that the employee has paid the appropriate fees. Once said dues or agency fee are paid, the employee shall be reinstated without delay or further penalty.

Upon written request of the employee and in compliance with law, BOSS will deduct union dues, agency fee and initiation fees as directed by the employee from employee's earnings and transmit same to the Union once each month.

#### **2.1.1 Hold Harmless**

The Union agrees to hold BOSS harmless from any and all actions arising out of this section and to indemnify BOSS for all damages and fees that result from any unlawful act by the Union in enforcement of this section.

## **SECTION 3. UNION BUSINESS**

### **3.1 Union Representative Visit**

A Union official/representative shall be allowed to visit BOSS sites covered by this Agreement for the purpose of conferring with bargaining unit employees and BOSS Administration and ascertaining whether or not this agreement is being observed. The Union agrees to report to the site director upon entering the site. The Union agrees that it, and its Representatives, shall not interfere with the normal conduct of work by employees or the operations of BOSS. The Union shall be permitted to use available meeting rooms; provided, however, that such use must be scheduled in advance and is subject to advance approval by the BOSS Executive Director. Such meeting shall not interfere with BOSS' normal operations, and participants shall be respectful of clients and other BOSS employees. Use of available meeting rooms shall not include the use of any BOSS materials.

### **3.2 Union Stewards**

The Union shall provide a list of the Stewards to BOSS. The number of stewards shall not exceed ten (10). BOSS agrees to recognize the Stewards and the alternate Stewards each of whom shall be duly designated by the Union. Stewards shall not be discriminated against by BOSS because of the performance of their duties as a Steward.

Stewards shall be given reasonable time off with pay to meet with management representatives to process and attempt to resolve grievances and for the purpose of meeting and conferring or representing an employee. Union Officials shall have the authority to file notice and take action on behalf of unit members who give them written consent relative to rights afforded them under this Agreement. In no event shall a steward make any agreement to change or modify any provisions of the Collective Bargaining Agreement.

### **3.3 Bulletin Boards/Employee Union Notices**

BOSS agrees to allow the Union to provide bulletin boards to be located in the administrative offices of each site or other mutually agreed upon locations, to be used exclusively for the posting of Union matters, which shall be neither inflammatory or derogatory toward BOSS. In addition, BOSS agrees to allow the Union to submit notices to be placed in the employees' pay check envelope.

### **3.4 Employee Information**

#### **3.4.1 New Hires**

BOSS agrees to provide the name, home address, classification, date of hire, and work location of newly hired employees within thirty-one (31) calendar days of an employee's first day of work. When a temporary or on-call worker is hired, BOSS will notify the Union of the position being filled and in the case of a leave of absence, the expected duration of such leave. BOSS also agrees to distribute Union-supplied copies of this Agreement, together with other new-employee materials, to such newly hired employees.

#### **3.4.2 Vacant Positions**

BOSS will provide the Union with a bi-annual list of all vacant bargaining unit positions, either unfilled or currently filled by temporary workers or unit members working out of classification. The list will identify, by name, the person currently filling the position, if applicable, how long the person has filled the position, how long the vacancy has existed, and whether it has been advertised.

BOSS will provide the Union with notices of all job vacancies in positions within the scope of its representation.

### **3.5 Distribution of Agreement**

Within thirty (30) days after the execution of this Agreement, BOSS shall provide the employees with copies of this Agreement with the number of copies to be determined by the Union, and the cost to be divided equally between the parties.

### **3.6 New Employee Orientation**

New employees shall have the opportunity to attend, on release time, a one (1) hour orientation on the Agreement. Such orientation shall be conducted by the Union Chairperson and/or his/her designee at a BOSS site, or sites, to be determined by mutual agreement between BOSS and the Union and shall be held

on a quarterly basis. In addition, the Union shall be offered up to one (1) hour to participate in BOSS-sponsored new employee orientation programs; or other agency training/orientation programs as mutually agreed upon by BOSS and the Union.

### **3.7 Notice of BOSS Board Meetings**

The Employer shall provide the Union with the scheduled dates and locations of agency Board meetings and shall notify the Union of any changes in the regularly scheduled meetings.

## **SECTION 4. PERSONNEL FILES**

A personnel file of each employee shall be maintained at BOSS's Administrative Office. An employee's original personnel file shall not be removed from the Administrative office. No employee shall divulge any confidential information kept in employee personnel files to any other employees.

An employee shall be provided with copies of any documentation substantiating corrective or disciplinary action at the time it is placed in the employee's personnel file. The affected employee shall sign the documentation at the time it is placed in the personnel file. The employee's signature signifies only that the issue has been discussed with the employee and the employee is aware that the documentation is being placed in his/her personnel file. An employee may provide a response which shall be attached to the documentation. No adverse action of any kind shall be taken against an employee based upon documentation which is not in the personnel file.

At the request of the employee, within five (5) business days of the receipt of the employee's written response, the employee and his/her immediate supervisor, shall discuss the subject matter of the corrective/disciplinary documentation. The employee shall have the right to representation by a Union shop steward at any such discussion. Unless the immediate supervisor and the employee mutually agree that the corrective material and the employee response should be destroyed, that information shall be placed in the employee's personnel file. In

the event that an employee refuses to sign for receipt of corrective /disciplinary material and if the union is not present at the meeting, BOSS may place such material in the employee's personnel file upon written notification to the Union of the employee's refusal to sign.

An employee will be allowed to review his/her file (excluding employment references) and to make copies of such materials during normal business hours, without loss of pay, within three (3) business days after notifying the Human Resources Director. A Representative of the Union or the shop steward has the right to review an employee's personnel files when accompanied by the employee or upon presentation of written authorization signed by the employee.

#### **4.1 Annual Review of Personnel File**

Upon request, BOSS shall meet with each member of the bargaining unit and review and discuss the contents of each respective member's personnel file. Such meeting requests shall be scheduled between September 1 and November 1 of each year. Items referencing disciplinary matters that resulted in less than a demotion or a suspension or did not involve a reference to or warning about any harassing (including sexual harassment) or discriminatory behavior or work place violence (including threats of violence) and that occurred outside the previous twenty four (24) months from the date of the review and evaluative materials older than five (5) years from the date of review, shall be purged from the personnel file. Any item so purged, shall be destroyed, and shall no longer be considered part of the personnel record of said employee.

#### **SECTION 5. NO DISCRIMINATION**

There shall be no discrimination of any kind against an employee or an applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, age, disability or Union activities by BOSS or anyone employed by BOSS.

## **SECTION 6. PROBATION**

All employees covered by this Agreement shall be on probation during the first ninety (90) days of employment. Probationary employees can accumulate but cannot use leave (sick leave, vacation or personal leave) during the first thirty (30) calendar days of employment. An employee may be terminated during the probation period for any reason and without the right of appeal through the grievance procedure contained herein.

## **SECTION 7. SUPERVISION**

It is the responsibility of BOSS to provide adequate supervision to its employees. For purposes of this agreement, adequate supervision shall be no less than one (1) hour of one-on-one supervision time between employees and their supervisor per month. If more frequent supervision is required, BOSS shall provide the reason for the increased supervision and the duration to the employee.

BOSS shall make a record of such supervisions on a standard form, which shall become part of the personnel files of each respective supervisor and employee. As the intent of the use of these forms is to record supervision, and is not disciplinary in nature, the use of these forms is not grievable. BOSS shall provide training to their supervisors.

Generally, employees will only have one supervisor, who is an employee of BOSS. That supervisor is responsible for the employee's performance evaluation. If, however, an employee's work schedule is divided over more than one program or area of responsibility resulting in the employee's accountability to more than one supervisor, each responsible supervisor shall direct and evaluate the employee's performance on the relevant workload.

## **SECTION 8. PERFORMANCE EVALUATIONS**

Employees shall receive a formal written performance evaluation in a standard format developed and approved for such use by BOSS, after their initial thirty (30) days' employment, near the end of the employee's initial ninety (90) day's employment and thereafter within thirty (30) days of the employee's anniversary date. If the employee has received an evaluation within the six (6) month period prior to November 1st of that year, the supervisor can submit a letter in lieu of submitting the evaluation. The performance evaluation shall contain an appraisal of the employee's performance, as well as recommendations or specific suggestions for the improvement of the employee's performance. Both BOSS and the Union agree that in the absence of any evaluation, the employee shall be considered to have performed satisfactorily for the evaluation period. Supervisors may not refuse to provide an annual evaluation of an employee. The evaluation will be reviewed and discussed with the employee, given to the employee and the employee shall sign the evaluation form signifying only that the employee has read and received a copy of the document.

In the event that a supervisor leaves employment with BOSS without having completed the unit employees' annual evaluations and the new supervisor has had less than six (6) months to evaluate the unit employees, then the employees' annual evaluation may be deferred until such time as the new supervisor has had a minimum of eight (8) months supervising the unit. In no event will employees in the affected unit go without an evaluation for more than eighteen (18) months.

The employee shall, upon request, have a personal conference conducted by the evaluator. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made solely upon hearsay. The employee may submit a written response to the performance evaluation and that response shall become a permanent part of the performance evaluation. The employee may also request a meeting with the Executive Director or his/her designee and a BOSS union representative. The request must be made within ten (10) business days of the employee receiving the evaluation and the meeting must take place within ten (10) business days of receiving the request. The written response must be submitted within thirty (30) business days of the employee receiving the evaluation.

The evaluation form shall state, near the signature line, as follows:



**“Signing this performance evaluation signifies only that you have received the evaluation. You may request a personal conference with your evaluator to discuss your evaluation. You have the right to provide a written response to this evaluation and your response will become a permanent part of the performance evaluation. You may request a meeting with the Executive Director or his/her designee and a BOSS union representative. You must make this request within ten (10) business days of receiving your evaluation. The meeting will take place within ten (10) business days of your request. You have thirty (30) business days from the date of receiving your evaluation to submit your written response.”**

**Performance evaluations shall not be subject to appeal through the Grievance Procedure provided herein.**

## **SECTION 9. WAGES**

### **9.1 Minimum Salary Rate**

**BOSS shall comply with the City of Berkeley, and Oakland minimum living wage rate requirements.**

**Bonus: BOSS will provide all bargaining unit members a two hundred and fifty (250.00) dollar bonus in December 2020.**

### **9.2 Anniversary Increment**

**An employee’s anniversary date is the date upon which an employee is granted salary step advancement earned by completion of a required period of service, which shall not exceed one (1) calendar year from the initial date of employment. The Anniversary Increment is suspended for the term of this Agreement.**

### **9.3    Pay Upon Separation From Employment**

Employees who are terminated shall receive all wages due them, pursuant to law. Employees who voluntarily quit shall be paid all wages due them within three (3) business days after their last day of work or on their last day of work, if notification was at least three (3) business days.

Employees who voluntarily resign from the agency are expected to provide no less than two weeks' written notice in advance of their effective resignation date. Upon receipt of the two weeks' notice, BOSS may elect to accept the resignation, effective two weeks from the date of notice or accept the resignation effective immediately and pay the employee two weeks' pay. BOSS shall not pay an employee for the two weeks' resignation notice if the employee provides less than two weeks' notice.

### **9.4    Higher Classification Pay**

When, as a result of a vacancy, illness or vacation, an employee is assigned to work in a higher level position, after five (5) days working in that higher level position, the employee will be paid at the rate appropriate to that higher level, retroactive to the first day of work at the higher level.

### **9.5    Shift Differential**

For all hours worked between 11:00 pm and 7:00 am for a minimum of one-half hour, BOSS will pay an hourly salary differential of Fifty Cents (50¢) per hour.

### **9.6    Bilingual Pay**

BOSS will pay a bi-lingual premium of Seventy Five Dollars (\$75.00) per month for employees who are required to use bi-lingual skills in the performance of their jobs.

### **9.7    Wage Schedule**

The Wage Rate Schedule corresponds to the Job Classification Table in Appendix A (Attached).

#### **9.8    Paychecks**

All wages shall be paid by check in accordance with the attached schedule. Checks are to show straight time hours worked, overtime hours worked, income from each source with authorized or statutory deductions in detail. When BOSS offers direct deposit, the employees may choose this option.

Employees shall be paid twice per month (24 pay periods per year). BOSS shall provide employees with the list of pay days each year. Boss shall not change the payday without advance notice to the Union and without offering the Union an opportunity to meet and confer on the proposed change.

### **SECTION 10. LABOR MANAGEMENT COMMITTEE**

BOSS and the Union will convene a joint Labor-Management Committee (LMC) comprised of three (3) bargaining unit members and two (2) BOSS representatives. The LMC may also raise for discussion employment and safety issues and proposals aimed at cost containment and budget savings. The Committee will meet once a month in the third (3<sup>rd</sup>) week of the month, for no more than two (2) hours per meeting. In the event that a meeting time cannot be established that will allow all of the Committee members to attend, a designated Union representative and the Executive Director, or his/her designee will meet at the scheduled time.

#### **10.1    Tax Deferred Annuity**

BOSS will also enter into Salary Reduction Agreements with employees who decide to contribute toward a Tax Deferred Annuity.

## **SECTION 11. HOURS OF WORK AND OVERTIME**

### **11.1 Hours of Work**

The normal workday for all full-time employees shall consist of eight (8) hours during a period of eight (8) consecutive hours, five (5) consecutive days during a seven (7) day period, including two (2) paid fifteen (15) minute breaks (each near the midpoint of each one-half of the employee's shift) and one thirty (30) minute paid meal break (near the midpoint of the employee's shift). Part-time employees are entitled to at least one fifteen (15) minute paid break per four (4) consecutive hours of work.

### **11.2 Work Schedules**

Each employee shall be assigned a fixed, regular number of hours at the time of employment. Employees may be assigned to other work schedules if BOSS determines that such change of schedule would be beneficial to BOSS. Any change will be on a voluntary basis whenever possible, although BOSS reserves the right to assign an employee to a different work schedule. An employee involuntarily reassigned shall receive notification of the reassignment at least two (2) weeks prior to the actual date of transfer. Changes in shifts shall be subject to employee seniority. If requested, BOSS will provide the reassigned employee, in writing, the reason(s) for the reassignment.

### **11.3 Transfers**

Employees may exercise their bargaining unit seniority in order to transfer to a vacant position within their classification.

### **11.4 Work Weeks**

The time between work weeks must be at least sixty-four (64) hours, unless the employee and the employer mutually agree. This provision shall be enforced in a fair and equitable manner for all employees.

#### **11.5 Overtime Hours**

In the event that overtime becomes necessary, such overtime will be assigned to the employee who normally performs the work. If that person refuses or is unable to work the overtime, the overtime shall be offered to the most senior person within the same classification at that work site and then will be offered on a rotating basis to employees on a particular shift on a fair and equitable basis at the work site. All overtime must be authorized in advance, by the employee's supervisor, except in emergencies.

#### **11.6 Overtime Pay**

Overtime will be paid for time worked more than eight (8) hours in a day or more than forty (40) hours in a week. Time and one half (1½) will be paid for hours worked in excess of eight (8) but less than twelve (12) hours in a day or forty (40) hours in a week. All hours worked over twelve (12) hours in a day and on the seventh (7th) consecutive work day shall be paid at two (2) times the regular rate of pay. Employees assigned to a four-ten (4-10) shift by mutual agreement between the Union and BOSS, shall be paid overtime for hours worked in excess of ten (10) hours per day or forty (40) hours per week.

#### **11.7 Staff Meeting**

Employees called in on their day off for an occasionally scheduled mandatory staff meeting or training shall be paid time and one-half (1½) for those hours and guaranteed a minimum of two (2) hours pay at the appropriate rate or pay for actual meeting or training hours, whichever is greater.

#### **11.8 Call Back Time**

Employees who are called back to work outside their regular work hours shall be guaranteed a minimum of two (2) hours pay at the appropriate rate.

#### **11.9 Telephone Stand-By**

Employees directed to carry or have accessible, an employer-provided cellular telephone for the purpose of responding to client or service provider needs after regular working hours will receive the sum of fifty dollars (\$50.00) per week (7 day period) for this duty.

## **SECTION 12. HEALTH AND WELFARE INSURANCE BENEFITS**

### **12.1 Medical, Dental and Vision**

During the term of this Agreement, BOSS shall maintain a benefits plan to provide medical, dental and vision coverage for all full-time and part-time employees who regularly work twenty (20) or more hours per week. Benefits shall start after sixty (60) days of employment.

BOSS agrees to pay thirty five percent (35%) of the cost of a plan's dependent coverage premium for full-time employees. Employees contribute twenty percent (20%) of their individual coverage.

Dental: During the term of this Agreement, the employer agrees to continue the current contribution level to the dental plan.

### **12.2 Workers' Compensation Insurance**

BOSS shall provide Workers Compensation benefit coverage for all employees. When an employee is injured on the job, he/she shall receive full pay for the remainder of his/her scheduled hours of work. BOSS will also pay two-thirds (2/3) of an employee's salary for the three (3) day qualifying period during which employees are not covered by Workers' Compensation insurance.

### **12.3 IRS Section-125 Plan**

During the term of this Agreement BOSS and the Union may explore setting up an IRS 125 plan to allow employees to contribute up to Two Thousand Dollars

**(\$2,000) to a Health Care Reimbursement Plan, and up to Five Thousand Dollars (\$5,000) to a Dependent Care Assistance Plan. Employees would be eligible on the first day of the month after completion of ninety (90) days of service. BOSS management shall have the right to make adjustment to the dollar value of the plan based on Federal regulations and guidelines. BOSS management shall notify the Union of such changes.**

## **SECTION 13. VACATION**

### **13.1 Vacation Accrual**

**Vacation time accrues and is credited following ninety (90) days from the date of hire as a regular employee. Part-time employees accumulate vacation on a pro-rated basis. Vacation accrual for Part-Time employees is based on the employee's Full-Time-Equivalent (FTE) allocation. Time off due to paid sick leave, vacation, or industrial injury shall be counted as time worked, for the purpose of vacation accrual.**

**Vacation time accrues at the rate of ten and one-half (10½) days, {eighty four (84) hours} a year, for the first twenty four (24) months of continuous employment.**

**Vacation time accrues at the rate of twelve (12) days, {ninety-six (96) hours} a year, after the first twenty-four (24) months of continuous employment.**

**Vacation time accrues at the rate of fifteen (15) days, {one hundred twenty (120) hours} a year after the first forty-eight (48) months of continuous employment.**

**Vacation time accrues at the rate of twenty (20) days, {one hundred sixty (160) hours} a year after the first ninety-six (96) months of continuous employment and beyond.**

### **13.2 Vacation Pay**

Vacation pay shall be calculated on the basis of the employee's regular straight-time hourly rate. All vacation accruals shall be computed on the basis of time worked from each individual employee's anniversary date of employment.

### **13.3 Vacation Scheduling**

Employees who have earned their vacation shall be entitled to take their vacation at times mutually agreed upon between the employee and BOSS. Employees shall be allowed to take their full vacation entitlement in consecutive weeks at a time. Accrued vacation may be used in increments of a minimum of one (1) hour.

Employees shall submit a written request for vacation time off to their immediate supervisor in advance of the beginning of their vacation. Not more than one (1) employee in any program may be on vacation at the same time, unless approved by BOSS. In the event two (2) or more employees request the same time period, bargaining unit seniority shall control the choice of vacation period granted.

Vacation checks for earned vacation shall be issued prior to the scheduled vacation of an employee provided that the employee gives BOSS at least two (2) weeks advance written notice of his/her request for the vacation pay.

### **13.4 Holiday / Illness During Vacation**

In the event a recognized holiday falls during an employee's vacation period, the employee will be paid holiday pay, and no deduction from the employee's accumulated vacation will be made.

In the event an employee becomes ill or has an injury during a vacation period, the period of such illness will be paid as sick leave. BOSS may request the employee to provide medical substantiation of the illness. In the event of the death of a member of the employee's immediate family the employee on vacation leave may interrupt such leave and may utilize emergency leave.



### **13.5 Vacation Cash Out**

Employees terminated will be paid in full for all accrued vacation time. Full pay is defined as pay based on the employee's regular straight-time hourly pay rate at the time he/she is terminated.

### **13.6 Vacation Cap**

A cap on annual leave accrual is applied according to the following formula: Employees with under two (2) years or twenty-four (24) months employment may accumulate up to a maximum of ninety-six (96) hours of accrued vacation; employees from two (2) years or twenty-four (24) months to four (4) years or forty-eight (48) months of employment may accumulate up to a maximum of one hundred twelve (112) hours of accrued vacation; employees with over four (4) years or forty-eight (48) months but under eight (8) years or ninety-six (96) months may accumulate one hundred eighty (180) hours of accrued vacation and employees with over eight (8) years or ninety-six (96) months may accumulate two hundred forty (240) hours of accrued vacation. Employees who have reached the cap level do not accrue any additional hours until they reduce their accumulation leave below the cap level. At the discretion of the Executive Director, or his/her designee, the cap on annual leave can be waived.

## **SECTION 14. HOLIDAYS / PERSONAL LEAVE**

### **14.1 Recognized Holidays**

BOSS recognizes the following holidays:

1. New Year's Day (January 1)
2. Martin Luther King' Jr's Birthday (January 15)
3. Presidents' Day (3rd Monday in February)
- ~~\* Cesar Chavez Day (March 31)~~
4. Memorial Day (Last Monday in May)

5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
- ~~\* Indigenous People's Day (October 12)~~
7. Thanksgiving Day (4th Thursday in November)
8. Friday after Thanksgiving Day
9. Christmas Eve
10. Christmas Day (December 25)

*\* These two (2) holidays are suspended for the term of this Agreement.*

Any of the above holidays falling on a Saturday are observed on the preceding Friday; any of the above holidays falling on a Sunday are observed on the following Monday.

Holidays are to be taken on the date of the recognized holiday and cannot be substituted for other work days.

Employees scheduled to work on any of the above holidays (except the Personal Day in Section 14.2) will receive holiday pay in addition to the regular pay received for all hours worked. Employees not scheduled to work on any of the above holidays will have the day off and will be paid holiday pay in an amount equal to the employee's accrual rate of work per day, at the employee's regular rate of pay.

#### **14.2 Personal Day**

Each full-time employee is entitled to one (1) paid personal day that is credited in the first pay period of each calendar year. New employees are eligible for a personal day following their one (1) year anniversary. If an employee's anniversary day is on or before June 30<sup>th</sup> of each calendar year, the employee is

credited with one (1) Personal Day for that year; If an employee's anniversary date is on or after June 30<sup>th</sup> of each calendar year the employee is credited with one-half (½) Personal Day for that year. Use of a Personal Day is to be scheduled in advance with the mutual agreement of the employee and the immediate supervisor. Personal Day time off is to be scheduled in no less than one (1) hour increments. Personal Day for regular part-time employees is pro-rated based on the employee's allocated Full Time Equivalency (FTE) for his/her position. Personal days are not accrued, carried over or cashed out.

## **SECTION 15. SICK LEAVE**

### **15.1 Sick Leave Accrual**

Full-time employees accrue one (1) day of sick leave during each month of full-time employment. Part-time employees accrue sick leave on a pro-rated basis proportionate to a forty (40) hour work week. Employees may accrue up to a maximum of forty five (45) days sick leave. Probationary employees can accrue but cannot use sick leave for the first thirty (30) calendar days of employment.

### **15.2 Sick Leave Use**

Paid sick time can be used for the following reasons:

(A) Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.

(B) Preventive care for an employee or an employee's covered family member.

(C) For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

(D) For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom the employee has accepted the duties and responsibilities of raising, even if he or she is not the employee's legal child.
- A parent defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising a child when the child was a minor, even if the employee is not the legal parent.
- A spouse
- A registered domestic partner
- A grandparent
- A grandchild
- A sibling

Sick leave use for the sickness of an employee's family member, is subject to the same reasonable proof requirements as are applicable to the employee above.

When all sick leave has been utilized, an employee may draw against his or her vacation time.

### **15.3 Minimum Sick Leave Use for Medical and Dental Appointments**

An employee may use sick leave, in increments of not less than one (1) hour, for medical or dental appointments. In such a case the employee is required to provide a medical certificate when requesting sick leave payment.

## **15.4 Sick Leave Use – Medical Certification**

BOSS may require the employee to furnish a doctor's certificate or other reasonable proof of illness when such illness or accident causes the employee to be absent from work for three or more (3) consecutive days, except in an incident where an employee has excessive absences and identified pattern of absences.

## **15.5 Notice of Absence**

When an employee claims sick leave and will not be able to work as a result thereof, it is the responsibility of the employee to notify the immediate supervisor as far in advance of the employee's shift as possible. The employee is expected to notify the immediate supervisor of each day of scheduled work for which the employee claims sick leave and is unable to work.

## **15.6 Integration with State Disability and Workers' Compensation Insurance**

An employee who is eligible for paid sick leave and State Disability Insurance (SDI) or Workers' Compensation and who is absent from work due to illness and/or injury shall receive sick leave pay for each accrued paid sick leave day which he or she takes, less that amount which the employee receives pursuant to State Disability or Workers' Compensation. Coordination of paid sick leave and SDI or Workers' Compensation will not result in an employee being paid more than 100% of the employee's regular pay.

## **15.7 Sick Leave Use Reduction Incentive**

Employees who use four (4) days of sick leave or less between January 1, and December 31 of each year and who have a balance of eight (8) days shall be credited with one (1) additional float day to be scheduled at a time mutually agreed upon by the employee and the employee's supervisor. The float day will

be granted the following year. For part-time staff, all time periods will be at the FTE prorated equivalent.

## **15.8 Short-Term Disability Insurance**

Effective upon Union ratification of this Agreement, employees cannot donate their sick leave to other employees. Instead, as soon as practicable BOSS will offer an employer paid short-term disability plan and pay eighty percent (80%) of the employee-only premium for employees who elect coverage.

## **SECTION 16. BEREAVEMENT LEAVE**

Bereavement leave due to a death in the employee's immediate family will be granted for up to three (3) working days, which may be extended to five (5) working days if extensive travel is necessary. Requests for bereavement leave shall be made by the employee to the immediate supervisor. For the purposes of this provision, the immediate family shall be restricted to parent, grandparent, spouse or domestic partner, child, sister, brother or grandchild. BOSS reserves the right to request appropriate substantiation by the employee of the need for this leave.

## **SECTION 17. JURY DUTY**

Upon satisfactory proof to BOSS of such service rendered, the employee shall be paid the wages the employee otherwise would have earned were it not being summoned for jury duty, the employee will endorse jury duty compensation received over to the BOSS, except for that portion which represents reimbursement for travel expenses. Jury duty compensation will be limited to twenty (20) work days per year.

As soon as jury notice is received, the employee shall discuss the matter with his/her immediate supervisor.

## **SECTION 18. LEAVES OF ABSENCE**

The following leave provisions are in addition to leave provisions under any applicable law.

### **18.1 Leave of Absence Without Pay**

Any employee desiring a leave of absence from his/her employment shall secure written permission from the BOSS Executive Director, or his/her designee. The granting of a leave of absence or extension thereof shall not be unreasonably withheld by BOSS. Except as otherwise provided in this Section, the maximum leave of absence shall be one (1) year. The combination of statutory leave, unpaid leave, accrued vacation and or sick leave may not extend a leave of absence without pay for more than twelve (12) months. An employee who does not return to work following expiration of an approved leave of absence will be considered to have resigned.

### **18.2 Benefits During Leave of Absence Without Pay**

Approved leaves of absence shall not result in the loss of seniority rights, however, employees shall not accrue vacation benefits, sick leave or paid holidays during the period of said leaves of absence. Except as provided under applicable law, it shall be the employee's responsibility to make appropriate arrangements, if any, for continuation of health insurance during an approved leave of absence through BOSS or a conversion policy through the insurance carrier.

### **18.3 Return From Leave of Absence**

An employee returning from an approved leave of absence shall be entitled to reinstatement in the employee's former position or an equivalent position unless such position(s) have been abolished due to loss of funding. Prior to departing on leave, the employee and the Executive Director shall mutually agree on a return date. If that date is less than twelve (12) months and an employee is not

able to return on that date, the employee will be required to provide satisfactory evidence of the inability to return. Should such evidence not be presented and the employee fails to return on the date agreed upon, the employee shall be considered to have resigned. Employees able to return earlier than initially anticipated shall give at least ten (10) working days' notice of their anticipated return.

## **SECTION 19. JOB POSTING, HIRING and PROMOTIONS**

### **19.1 Notice of Vacant Positions**

To facilitate employee applications, BOSS agrees to distribute notices of all vacant positions with paychecks and shall set the deadline for submission of internal applications at least ten (10) business days prior to the external application deadline. The notice shall contain the title, salary range and a specific description of duties and responsibilities of the position. Job duties in the posted notices will clearly differentiate between minimum required qualifications and desirable but not mandatory qualifications.

If a vacant position has not been filled sixty (60) calendar days after the posting, BOSS will distribute notices of the pending vacancy with paychecks.

BOSS will offer an interview to any bargaining unit employee for any vacant position for which the employee meets the minimum qualifications of the position. All internal applicants shall receive due consideration before external candidates are interviewed for the position. Any internal candidate who is not selected for a position will receive a written notice within ten (10) business days and, if deemed necessary by either BOSS or the employee, a conference within ten (10) business days with the hiring supervisor and the Executive Director or his/her designee, that will clearly indicate why the employee was not selected and what steps the employee should take to correct deficiencies in qualifications. Internal applicants shall include temporary employees who have worked for BOSS for at least three (3) consecutive months. The Union shall receive written notice of all job vacancies at the same time that the notice is posted. Once BOSS agrees to fill a vacancy it will be filled in a timely manner.



Any employee on leave of absence or is paid in advance of the regular payday, during the period of the posting shall be mailed a copy of the notice on the date the position is posted if previously requested in writing. Such employees may authorize a Union shop steward to file any application required on his/her behalf.

## **19.2 Promotions and Transfers**

If two (2) or more employees possess the same degree of skill and ability to fill the position, the job will be filled by the most senior employee. In determining qualifications BOSS shall not act in an arbitrary manner. BOSS will provide feedback to such employees who are interviewed, but not hired.

When there is a vacancy in a bargaining unit position and there are unit employees who meet the minimum qualifications and apply for the vacancy, BOSS shall consider the transfer and promotion procedures for bargaining unit employees prior to considering any other applicants outside of the bargaining unit, in accordance with the previously stated internal hiring process.

## **19.3 Reclassification**

Position reclassification shall be subject to discussions between BOSS and the Union. Either party may propose a reclassification of any position at any time during the life of this Agreement. When a position is reclassified, the position or positions shall be placed on the salary schedule in a range subject to mutual agreement between the BOSS and the Union.

The Employee will be provided with a payroll information form after any promotion, which shall include the change of job description, title, location of job and new rate of pay.

## **SECTION 20. JOB DESCRIPTION**

Each bargaining unit position shall have a job description. All new employees shall receive their job description by their date of hire. Job descriptions shall generally describe the duties, responsibilities, and requirements of the job and shall include any special conditions of employment.

BOSS will provide a copy of the job description and classifications of each position covered by this Agreement to the Union, together with any changes and revisions, which BOSS may from time to time find appropriate to make. The Employer will make no significant changes in job descriptions without providing the Union with notice and an opportunity to meet and confer on the changes.

## **SECTION 21. SENIORITY: LAYOFFS AND RECALLS**

### **21.1 Bargaining Unit Seniority**

Seniority shall be defined as the total length of continuous service beginning with the employees first date of hire, into the bargaining unit. Seniority shall be considered in the case of promotions, layoffs, recall, and granting leave requests.

### **21.2 Seniority List**

The Union has the right to be supplied with a complete “hire date” seniority roster of all bargaining unit employees as soon as feasible after the effective date, but not more than ninety (90) days, of ratification of this Agreement and upon request and within five (5) days of BOSS issuing layoff notices. The list shall indicate the employee’s present classification and job site.

### **21.3 Retention of Bargaining Unit Seniority**

In the case of a bargaining unit employee that is promoted into a management position and remains in continuous employment, the employee will be able to return to the bargaining unit for up to eighteen (18) months and retain his/her bargaining unit seniority; however the time worked in the management position will not be counted towards the employee’s bargaining unit seniority.

In the event that the employee is laid off from a management position, the employee must first return to bargaining unit status before the employee is able to exercise their bumping rights. The employee shall only be able to bump into a vacant position.

#### **21.4 Layoff Notice and Procedures**

When, in the sole discretion of the Executive Director, it is necessary to reduce the hours of work or lay off employees due to lack of work or funds, the principle of seniority shall prevail, providing the remaining employees are able to perform the available work by virtue of prior experience or training and hold the minimum qualifications required for the job.

Employees shall have recall rights for eighteen (18) months and shall be recalled according to job classification. Every effort shall be made to find any alternatives to laying off employees. Such plan may contain options such as job sharing as a layoff alternative. BOSS shall notify both the Union and the affected employees, in writing, no less than thirty (30) days prior to the effective date of the layoff, unless there is an emergency which requires less than thirty (30) days' notice. BOSS and the Union shall meet within fifteen (15) days following the receipt of any notices to review the proposed layoffs and review the order of layoff and the effects within the provisions of this Agreement. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employees designated for layoff. An employee with the least seniority within the class plus other classes shall be laid off first.

An employee laid off from his/her present class may bump into the next lowest class in which the employee has seniority. The employee may continue to bump into lower classes in which he/she has seniority to avoid layoff.

BOSS shall notify an employee whose position has been eliminated that he/she must elect one of the following options within ten (10) business days of receipt of notice:

- a) the employee shall exercise bumping rights; or

b) the employee shall not exercise bumping rights.

**Bumping rights shall include the following:**

- a) select a vacant position in the same classification;
- b) displace a less senior employee from a remaining position in the same classification;
- c) select, in another classification, a vacant position,
- d) displace a less senior employee in lower classification.

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the skill and performance of the employee as determined by past performance evaluations.

An employee who elects a layoff in lieu of bumping maintains his/her recall rights under this Agreement.

All seasonal bargaining unit employees, who request temporary or on-call duty during their off months, shall be placed on the top of the temporary list and be given preference over regular temporary or on call workers for temporary assignments.

#### **21.5 Recall from Layoff**

An employee that has been laid off and recalled by BOSS within eighteen (18) months of the layoff, shall be entitled to, upon recall:

- Restoration of one hundred percent (100%) of all sick leave credited to the employee's account at the time of layoff, and;

- Credit for prior service for the purpose of determining vacation accrual rate, and;
- Step-in-grade at the time of layoff.

Layed off employees are eligible for recall in the classification from which layed off, or in a lower classification, for an eighteen (18) month period and shall be recalled in the reverse order of layoff. Their recall shall take precedence over other employment in the classifications affected by said layoffs. An employee on a recall list shall be notified of promotional opportunities and other vacancies.

Any employee who is layed off and is subsequently eligible for recall shall be notified in writing by BOSS of any opening. Such notice shall be sent by mail to the last address given BOSS by the employee, and a copy of the letter or a list of affected employees shall be sent to the Union.

Employees shall be recalled in the highest rated job classification available in accordance with their classification seniority. Employees who accept a position lower than their highest former classification shall retain their original eighteen (18) month rights to the higher paid position.

## **SECTION 22. DISCIPLINE, DISCHARGE SUSPENSION OR DEMOTION**

### **22.2     Discipline and Appeal**

Following successful completion of the probationary period, BOSS agrees to progressive counseling and disciplinary measures and helping employees correct their behavior and performance. Depending on the severity of the offense, BOSS shall have the right to discipline, suspend or demote an employee only for just cause, including, but is not limited to, dishonesty, insubordination, intoxication, incompetence, willful negligence, failure to perform work as required or to observe BOSS' safety and procedural rules and regulations. At the time of the action, the employee shall be furnished with a letter of discharge, suspension or demotion in writing and a copy of the notice will be sent to the Union. An employee shall have the right to have a Union representative present at any

meetings with supervisors or management representatives which is disciplinary in nature. Discharge, suspension or demotion of an employee, with the exception of probationary employees is appealable through the Grievance Procedure specified in Section 23 of this Agreement. Such appeals must be filed within fifteen (15) business days from the date of discharge, suspension or demotion, and unless so filed, the right of appeal is lost.

## **SECTION 23. ADJUSTMENT OF GRIEVANCES**

### **23.1 Grievance Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this agreement. At all steps of the grievance procedure, the employee has the right to have Union representation. Grievances shall be processed in the following manner:

### **23.2 Grievance Steps**

#### **Step 1 (Informal Level):**

Any employee who believes that a provision of this Agreement has been misinterpreted or misapplied to the employee's detriment shall discuss the complaint with his/her immediate supervisor within fifteen (15) business days of the occurrence of the act or omission giving rise to the grievance or of the date the grievant could be reasonably expected to know of the event which gives rise to the grievance. The immediate supervisor shall hold an informal conference with the grievant within five (5) business days of receipt of a request and attempt to resolve the matter and respond in writing upon request, within five (5) business days of the conference. If the immediate supervisor does not hold an informal conference within the time limits stated above, then the grievant may proceed to Step 2 with the grievance.

#### **Step 2 (Written Level):**

If a grievant is not satisfied with the results at the informal level, the grievant may, within fifteen (15) business days of the receipt of the informal level decision or the expiration of time in which it should have been rendered, present the grievance in writing to the next level supervisor. The grievant shall supply a clear, concise statement of the grievance including identification of the provision or provisions of this Agreement alleged to have been violated, misinterpreted or misapplied, the circumstances involved, the decision rendered at the informal level, and the specific remedy sought. The next level supervisor shall hold a conference with the grievant and shall communicate a decision in writing within seven (7) business days of receipt of the written grievance. In the event the next level supervisor fails to render a decision within seven (7) business days, the grievant may appeal the grievance to Step 3.

### **Step 3 (Executive Director):**

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision within ten (10) business days of the response of the Step 2 decision or of the expiration of the time in which the Step 2 decision is to be rendered. The appeal shall include a copy of the original grievance filed for decision at Step 2 and a clear, concise statement of the reason(s) for the appeal.

The Executive Director or his/her designee shall hold a conference with the parties and render a decision in writing within ten (10) business days of the receipt of the written grievance. In the event the Executive Director and or his/her designee fails to render a decision within ten (10) business days, the grievance shall be deemed not settled, the Union may proceed to Step 4 on behalf of the grievant.

### **Step 4 (Arbitration):**

If the parties are unable to arrive at a decision, either the Union or BOSS, may within ten (10) business days of the response in Step 3 require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and BOSS. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and BOSS. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any, and compensation for lost wages of any witnesses called by the party to give testimony.

**Scope of arbitration decisions:** Decisions of the arbitrator on matters properly before him/her shall be final and binding on the parties hereto. If any question arises as to the arbitrability of the grievance, such question(s) will be ruled upon by the arbitrator prior to taking evidence on the grievance itself. The arbitrator shall not have the power to amend or modify this Agreement or written agreements of addenda supplementary hereto or to establish any new terms or conditions of employment.

The arbitrator shall render the decision no later than thirty (30) days after the close of the record by the arbitrator unless otherwise agreed upon by BOSS, Union and the arbitrator. Copies of the award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue, and copies shall be furnished to both parties.

No reprisals of any kind shall be taken by BOSS or its agents against anyone by reason of participation in the grievance procedure. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.

A grievant shall be entitled to process a grievance through the above steps, during normal working hours with no loss of pay or benefits.

Both parties may mutually agree to waive or extend any time periods or any step of the grievance procedure.

#### **SECTION 24. HEALTH and SAFETY**

BOSS will provide for the occupational safety and health of all employees and abide by the local, state and federal Safety and Health Standards Act and laws. A joint Health and Safety committee shall be developed to resolve problems in this



area, including employee/client interactions. The joint Health and Safety Committee shall consist of no more than six (6) members, with equal representation by management and bargaining unit employees. The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations, but no more than two (2) hours per month. The Health and Safety Committee shall meet monthly. BOSS will hold semi-annual health and safety workshops open to any employee.

BOSS will establish an agency-wide tuberculosis prevention and control plan. The plan shall include a two-step TB screening skin test for all BOSS employees at the time of hire and annual skin testing thereafter. BOSS will provide all employees with education and training on the prevention of communicable diseases.

BOSS will maintain, by work location, the names and/or trade names of products used at the worksites which can pose a chemical, environmental or health hazard. The list of such products will be kept in a central location, posted at affected worksites and made available for review by employees.

## **SECTION 25. TUITION REIMBURSEMENT and TRAINING**

BOSS may reimburse an employee for tuition and related fees paid for taking courses of study on an off-duty status if the subject matter content of the course directly benefits BOSS. Such tuition reimbursement shall be subject to the prior approval of the Executive Director, or his/her designee. The basis for the approval or denial will be the nature of the direct benefit of the course of study to BOSS and the financial condition of BOSS.

All costs incurred under a mandated training program shall be reimbursed within ten (10) business days of the submission of the request by the employee, including transportation, registration or tuition fees, if not paid in advance by BOSS.

**BOSS will allocate a minimum of Seventy Five Dollars (\$75.00) per employee for training. Choice of training is the employer's. The Employer will review each individual request for training at the Administrative level.**

**BOSS will provide a minimum of twenty (20) hours of training per year per bargaining unit employee. Such training will be on the employee's work time.**

## **SECTION 26 OTHER CONDITIONS**

### **26.1 Expense Reimbursement**

**All authorized expenses made by the employees in carrying out their job duties and job responsibilities shall be reimbursed. Such authorized expenses shall be approved in writing and in advance by the immediate supervisor.**

**Employees will be reimbursed for business use of their personal automobile during the employee's work hours at the then-current rate recognized by the Internal Revenue Service, and also for the costs of public transportation necessarily incurred in the performance of BOSS's business, as well as for necessary expenses incurred by the employee in fulfilling the employee's duties and responsibilities. Advance approval shall be required for all reimbursable travel and expenses. Excessive parking fees (substantiated by receipts totaling more than \$5.00) shall be reimbursed by BOSS. Employees must provide proof of current auto insurance in order to receive mileage reimbursement.**

## **SECTION 27. STAFF INPUT**

**BOSS agrees to recognize the Union's Committee as a legitimate part of the Union's structure. BOSS agrees to meet with the Union Committee one (1) time per month. The Union Committee shall be made up of the Unit Chairperson and Shop Stewards or their alternates.**

**BOSS will schedule an annual meeting with employees to provide information and data on the status of the Agency and its fiscal condition.**

**BOSS shall make available, upon request, agendas of the Board, and any changes in the regularly scheduled meetings or regular location. Minutes of Board meetings will be made available.**

#### **SECTION 28. MANAGEMENT RIGHTS**

**It is the intention of BOSS and the Union that the rights, powers, authorities and functions referred to herein shall remain exclusively vested in BOSS except insofar as specifically surrendered or limited by express provisions of this Agreement.**

#### **SECTION 29. NO STRIKE -- NO LOCKOUTS**

**The Union agrees not to engage in any strikes or stoppages of work during the term of this Agreement. BOSS shall not lock out its employees.**

#### **SECTION 30. SAVINGS, SEPARABILITY AND MODIFICATION**

**In the event that any portion of this Agreement becomes unenforceable as a result of any applicable local, state or federal law, or regulatory provisions thereof, only that portion of the Agreement so affected shall be ineffective or invalid. In such an instance, the parties shall promptly enter negotiations with respect to the portion hereof deemed unenforceable or invalid.**

**No express provisions or term of this Agreement may be amended, modified, changed, altered, or waived except by a written document executed by BOSS and the Union.**

## **SECTION 31. INTEGRATION**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **SECTION 32. TERM OF AGREEMENT**

This Agreement shall be effective upon Union Ratification and shall remain in full force and effect to and including June 30, 2023, and shall continue thereafter from year to year unless at least sixty (60) days prior to June 30, 2023 either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement.

**Amendments:** In the event either party desires to amend this Agreement, that party shall notify the other party, in writing, of such desire to amend. The notice shall provide full details of the proposed amendment. Within thirty (30) days thereafter, if the parties mutually agree to reopen this Agreement, meeting and conferring shall commence as to the specific subjects referred to in said notice.

The parties shall reopen negotiations with respect to Section 9. Wages effective July 1, 2021. Upon receipt of written notice from the Union, arrangements shall be made, for meeting and negotiating to commence with respect to said specific provisions.

The parties shall reopen negotiations with respect to Section 9. Wages effective July 1, 2022. Upon receipt of written notice from the Union, arrangements shall be made, for meeting and negotiating to commence with respect to said specific provisions.

In the event that neither party gives appropriate written notice to the other of its desire to terminate or modify any of the aforementioned specific provisions by June 1 these provisions shall be extended for at least another year.

The parties agree to meet and negotiate after appropriate written notice has been received, pursuant to the above paragraphs. Pending a conclusion of the meeting and negotiating to terminate or modify any of the specific provisions, these provisions shall remain in full force and effect.

This Agreement executed \_\_\_\_\_, 2022 by the parties.

FOR BOSS:

BUILDING OPPORTUNITIES

FOR SELF-SUFFICIENCY

FOR THE UNION:

Local Union #1991

By: \_\_\_\_\_  
\_\_\_\_\_

Hamilton Hunt, Chair

Board of Directors  
Representative

By:

Christopher Graeber, Local 2345

Local 1991 Business

By: \_\_\_\_\_  
\_\_\_\_\_

**Donald Frazier,  
Executive Director**

By:

**Carnell**

**Melton,  
/BOSS Unit**

**Chair**

## **APPENDIX A**

### **Job Classifications and Wage Rate Schedule**

<b>TITLE</b>	<b>RATE</b>
<b>Cook</b>	<b>\$19.00 - \$21.00</b>
<b>Lead Cook</b>	<b>\$22.00 - \$24.00</b>
<b>CM-Housing Navigator I</b>	<b>\$19.00 - \$24.00</b>
<b>CM-Housing Navigator II</b>	<b>\$25.00 - \$26.00</b>
<b>CM-Housing Navigator Lead</b>	<b>\$27.00 - \$28.00</b>
<b>CM – Housing Support Specialist</b>	<b>\$19.00 - \$24.00</b>
<b>CM – Employment Specialist I</b>	<b>\$19.00 - \$24.00</b>
<b>CM – Employment Specialist II</b>	<b>\$24.00 - \$26.00</b>
<b>CM – Employment Specialist Lead</b>	<b>\$27.00 - \$29.00</b>

<b>CM – Health I</b>	<b>\$19.00 - \$24.00</b>
<b>CM – Health II</b>	<b>\$25.00 - \$27.00</b>
<b>CM – Health Lead</b>	<b>\$19.00 - \$24.00</b>
<b>CM – MHRS / PSC I*</b>	<b>\$25.00 - \$27.00</b>
<b>CM – MHRS / PSC II*</b>	<b>\$28.00 - \$29.00</b>
<b>CM – MHRS / PSC – Lead*</b>	<b>\$19.00 - \$24.00</b>
<b>Community Outreach</b>	<b>\$19.00 - \$23.00</b>
<b>Community Outreach Lead</b>	<b>\$24.00 - \$27.00</b>
<b>Counselor / Program Aide</b>	<b>\$19.00 - \$23.00</b>
<b>Counselor / Program Aide Lead</b>	<b>\$24.00 - \$26.00</b>
<b>Data Entry HMIS Clerk</b>	<b>\$19.00 - \$24.00</b>
<b>Development Associate</b>	<b>\$19.00 - \$27.00</b>
<b>Fiscal Clerk</b>	<b>\$19.00 - \$25.00</b>
<b>Fiscal Clerk Lead</b>	<b>\$26.00 - \$29.00</b>
<b>Life Coach/Case Manager</b>	<b>\$19.00 - \$25.00</b>
<b>Job Developer</b>	<b>\$19.00 - \$25.00</b>
<b>Job Developer Lead</b>	<b>\$25.00 - \$29.00</b>
<b>Maintenance Worker</b>	<b>\$19.00 - \$22.00</b>
<b>Maintenance Worker Lead</b>	<b>\$23.00 - \$28.00</b>
<b>Outreach Worker</b>	<b>\$19.00 - \$28.00</b>
<b>Overnight Monitor</b>	<b>\$19.00 - \$24.00</b>
<b>Peer Navigator</b>	<b>\$19.00 - \$26.00</b>

<b>Program Aid</b>	<b>\$19.00 - \$26.00</b>
<b>Security</b>	<b>\$19.00 - \$26.00</b>
<b>Service Liaison</b>	<b>\$19.00 - \$26.00</b>
<b>Supportive Service Specialist</b>	<b>\$19.00 - \$26.00</b>
<b>Senior Accountant</b>	<b>\$23.00 - \$29.00</b>
<b>Teacher / Instructor</b>	<b>\$24.00 - \$26.00</b>
<b>Teacher / Instructor Lead</b>	<b>\$26.00 - \$29.00</b>
<b>Violence Interrupter</b>	<b>\$23.00 - \$29.00</b>

**\*Personal Services Coordinator (PSC**

-----