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ARTICLE 7

SECTION 1 — NON-DISCRIMINATION

- (A) Local 1000 shall not discriminate against any employee or applicant for employment in any term or condition of employment because of race, color, sex, national origin, ancestry, creed, age, political beliefs, religion, sexual orientation, gender identification, marital or parental status, pregnancy or disability.
- (B) Local 1000 and the Union agree to the principles enunciated in, and shall abide by, local, state and federal laws prohibiting discrimination against employees because of membership and/ or activity in their Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL/CIO Local 2350.
- (C) Local 1000 is an equal opportunity employer. In the selection, placement and promotion of its employees CSEA recognizes its obligation to comply with state and federal laws prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Equal Pay Act of 1963 and the California Fair Employment and Housing Act
- (D) Elected leaders, supervisors and managers will be trained annually on the Local 1000 policy regarding non-discrimination.

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ARTICLE 5

Section 24

Anti-Bullying and Dignity Clause

The SEIU Local 1000 is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by elected leaders, supervisors, managers, consultants and vendors in a manner that maintains generally accepted standards of human dignity and courtesy. Management shall promptly investigate allegations of bullying within ten (10) working days of the complaint, and take appropriate action which may include but not be limited to disciplinary action. Elected leaders, supervisors and managers will be trained annually on the Local 1000 policy regarding dignity of staff and the treatment of employees.

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ARTICLE 6

SECTION 2 - PROFESSIONAL DEVELOPMENT

- (A) Any employee covered by this Agreement wishing outside training may submit a proposal to the Talent Management Department. Such requests for training will be evaluated on the basis of benefit to Local 1000; the potential for improved job performance; and the availability of financial resources allocated for training. In order to promote professional development of employees, Local 1000 shall reimburse up to one thousand dollars (\$1000) per year at an accredited school or other educational provider approved by management. Requests for training submitted pursuant to this section shall not be unreasonably denied.
 - (1) To be eligible for tuition reimbursement, courses must have prior written approval of the Talent Management Department and must be work-related.
 - (2) Reimbursement shall be paid upon verified completion of course work with a grade no lower than "C", where such grading system is applicable.
 - (3) All claims for tuition reimbursement must be accompanied by a school registration form, transcript and appropriate receipt.
 - (4) Classes shall in no way interfere with the regular duties of the employee.
- (B) Any permanent employee who is interested in upgrading to a higher rated job may be worked at a higher rated job periodically to learn new procedures and techniques which will qualify him/her for advancement; provided that the time spent at the higher rated job shall be set by mutual agreement of the employee and his/her supervisor.
- (C) Once per calendar year, any permanent employee may request a meeting with his or her supervisor to discuss his or her professional development, including but not limited to promotional opportunities and training opportunities. Upon receiving a request pursuant to this section, a supervisor shall schedule a meeting with an employee to discuss the employee's professional development within 10 business days.

SECTION 3 - TRAINING AND DEVELOPMENT

(A) When an employee is interested in a training and development assignment, once per calendar year that employee may request a meeting to discuss such a request with the Talent Management Department. Upon receiving a request

employee to discuss training and development opportunities within 10 business days.

- (B) Such a discussion should include, but not be limited to, the scope of the training and development assignment: what is the classification desired; what are the special requirements of the job being sought, i.e. educational classes, licenses, on-the-job training, technical proficiency; any other special needs of the classification.
- (C) The determination of such an assignment must also include the hours necessary to perform the tasks and the employee entering such an assignment must meet the conditions of the Fair Labor Standards Act (FLSA) and the appropriate sections of the UAW/Local 1000 Agreement must be fulfilled.
- (D) All requests for a training and development assignment will be given reasonable consideration. However, the decision to approve a training and development assignment is solely at the discretion of Local 1000 and may not be grieved. Such an agreement will be provided to the UAW representative for review to ensure contract compliance.
- (E) After three (3) months, an employee appointed for a training and development assignment shall receive a four percent (4%) increase above his/her current salary for the remainder of the training and development assignment and retroactive to the first (1st) day of the second (2nd) month.

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SECTION 5 - HOLIDAYS

- (A) All employees shall be entitled to the following holidays:
 - January 1
 - Third Monday in January
 - Third Monday in February
 - March 31
 - Last Monday of May
 - June 19 (Juneteenth)
 - July 4
 - First Monday in September
 - November 11
 - Thanksgiving
 - · Day after Thanksgiving
 - December 25
 - Four (4) Floating Holidays
- (B) The holidays observed on the actual day they occur with the following exceptions:
 - (1) When a holiday falls on Sunday, employees shall be entitled to the following Monday as a holiday with pay.
 - (2) When November 11 falls on a Saturday, employees shall be entitled to the preceding Friday as a holiday with pay.

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SIDELETTER

GEO Pay

<u>Upon ratification of the 2021 MOU UAW 2350 and SEIU Local 1000 shall set up a Joint Labor Management</u>

<u>Committee (JLMC) to conduct a joint Geo-salary study, that includes recommendations, on the feasibility and cost of implementing GEO pay for UAW employees.</u>

(A). This JLMC shall consist of three UAW 2350 employees and three SEIU Local 1000 management representatives.

(B). This committee shall have six months upon ratification of the 2021 MOU to complete its Geo-salary study.

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ARTICLE 13

Section 3

General Salary Increase

Employees shall receive a seven percent (7%) salary increase beginning on October 1, 2021, a seven percent (7%) salary increase beginning on October 1, 2022, a seven percent (7%) salary increase beginning on October, 1 2023 and a seven percent (7%) salary increase beginning on October 1, 2024.

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RETIREE HEALTH BENEFITS DRAFT PROPOSAL

Article 15, Section 2

- (A) Each employee, who (i) terminates employment with Local 1000 after having been employed by Local 1000 for 15 years and after having attained 55 years of age and (ii) is covered by Local 1000's group health plan at the time of such termination of employment with Local 1000, shall be eligible for the retiree health benefit.
- (B) The retiree health benefit will consist of Local 1000's reimbursement of the retiree's monthly insurance premium for major medical, vision or dental coverage for the retiree only (i.e., not for the retiree's spouse, domestic partner or any other dependent), up to \$600 per month, upon proof of payment, that is satisfactory to Local 1000, by the retiree of the insurance premium to the insurance company.
- (C) This retiree health benefit will end upon the earliest of (i) the month in which the retiree is eligible for Medicare health benefits or for health benefits under a comparable State health benefit plan, (ii) the month in which the retiree is rehired by Local 1000 in a benefit eligible status, or (iii) the month of the retiree's death.
- (D) The exact terms and conditions of the retiree health benefit shall be set forth in a retiree health benefit plan document to be adopted by Local 1000 following ratification of this Agreement. No employee or retiree shall have any vested right to any benefit under the retiree health plan. Local 1000 and the Union may agree to modify, reduce, or eliminate the benefit at any time as to active employees, retirees, or both.
 - (A) Any retiree who is eligible to enroll in Medicare must enroll in the Medicare program as a condition of receiving retiree health benefits under the plan.
 - (B) SEIU Local 1000 shall pay the monthly cost of Medicare premiums, Part B for those eligible for retiree health benefits.
 - (C) (1) Non-Medicare eligible retirees shall receive the same Kaiser plan current employees receive, and
 - (2) Medicare eligible retirees shall receive the Kaiser Senior Advantage Plan associated with the Kaiser plan current employees receive, plus

Medicare Part B, if applicable.

- (3) Any retiree not enrolled in a California Kaiser plan shall receive an amount equal to the contribution rates for the Northern or Southern California plan, whichever is higher. It shall be the retiree's sole responsibility to obtain medical coverage.
- (D) Employees who have twenty (20) or more years of credited service as of October 1, 2021, shall receive full retiree and dependent health benefits.
- (E) Employees who have ten (10) or more years of credited services as of October 1, 2021, shall receive the same retiree health benefits as current employees starting at 50% of the cost at ten (10) years of service and increasing by 5% for each year of service until reaching 100%.
- (F) All employees shall contribute 1% of gross income to prepay for retiree health benefits.

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ARTICLE 5

Section 24

Telework Policy

Telework benefits staff, Local 1000, and the environment. Staff able to perform their essential job functions while teleworking, shall have the choice to telework except where there is a compelling business reason for the employee to be at the office, a worksite, or another location.

Departments shall take a team approach to performing essential functions. For example, if some staff members prefer being in the office, management shall have them handle most or all office-related duties that cannot be handled remotely.

It is presumed that staff is able to telework unless Local 1000 provides notice in writing stating the compelling business reason for denying telework. If Local 1000 denies a request for telework, a written notice shall be provided to the employee and UAW 2350 within five (5) calendar days. Upon request of either the employee and/or the Union, a meeting shall be arranged to discuss the denial within the notice period. If an employee is currently utilizing telework, and Local 1000 is rescinding the approval, a written notice shall be provided to the employee and UAW 2350 no less than thirty (30) calendar days prior to ending telework. A meeting to discuss the denial with the employee and UAW 2350 shall be arranged within the notice period upon request of the employee or Union.

Teleworking staff shall be responsible for arranging a safe, remote workplace that enables telework, including an internet connection. Local 1000 shall provide all teleworking staff

with a laptop or computer as well as access to the database and all necessary information for their job.

Local 1000 shall pay staff teleworking an additional \$125 per month, added to their base salary, to cover any related costs.