

# AGREEMENT

between

**United Auto Workers Local 2350**



and

**California State Employees Association and Affiliates**



January 1, 2021 through December 31, 2024

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## DEFINITIONS

1. "Agreement" or "this Agreement" means this Agreement or any letter of understanding between the Union and CSEA adopted pursuant to this Agreement or entered into or made effective during the period of this Agreement.
2. "Campaign" means that period of time when CSEA is involved in either a certification/decertification, membership, contract ratification, political, internal/external organizing or any other campaign as determined by CSEA or an Affiliate.
3. "Central Support" means those CSEA departments which provide administrative support to CSEA and its affiliates including, but not limited to accounting, human resources, IT, membership, and member benefits services.
4. "Classification" means a separate job title containing duties, eligibility requirements and salary range.
5. "Days" means calendar days. The time in which an act provided by this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday or other day on which CSEA is not regularly open for business, and then it is also excluded.
6. "Dependent" means an employee's family member pursuant to the Federal Patient Protection and Affordability Care Act of 2010, or who the employee's domestic partner as defined below. Grandchildren are eligible for coverage if the subscriber is the legal guardian or if the grandchild is a dependent of a covered family member who lives with the subscriber and for whom the subscriber is providing all support.
7. "Domestic Partner" means two adults of the same sex who have chosen to share their lives in an intimate and committed relationship; who reside together and intend to do so permanently; who are mutually responsible for the cost of basic living expenses; are both at least the minimum age of consent in the state in which they reside; neither is married to anyone else or is a member of another domestic partnership; who have submitted to CSEA an affidavit provided by CSEA attesting, under penalty of perjury, to such a relationship.
8. "Eligibility" or "Eligible" means possessing the minimum requirements to be considered for a classification.
9. "Employee" means any employee of CSEA who is a member of the bargaining unit unless the Agreement specifically provides otherwise.
10. "Exempt Employee" means an employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

11. "General Manager" means the CSEA General Manager or his/her designated representative.
12. "Grievant" means any party initiating or pursuing a grievance and the grievant's designated representative.
13. "Intermittent Employee" means an employee who is hired for casual work on an as needed basis as determined by CSEA.
14. "Lack of Funds" means a lack of funds allocated by CSEA and available within such allocation to pay the salary or salaries of any employee or employees.
15. "Lack of Work" means either the elimination by CSEA of a program or programs which utilized employee(s) or a reduction in services required in a particular functional or geographical area, as designated by CSEA.
16. "Lateral Transfer" means a lateral change from one classification to another classification which has a maximum salary within four percent (4%) of the previous classification.
17. "Letter of Understanding" means any written agreement between the Union and CSEA entered into or specifically made effective during the term of this Agreement.
18. "Nonexempt Employee" means an employee who is not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).
19. "Part Time Employee" means an employee whose normal work week is less than forty (40) hours.
20. "Pay Period" means a fourteen (14) consecutive twenty-four (24) hour periods beginning at 12:01 a.m., Saturday, and ending 12:00 midnight, Friday.
21. "Permanent Employee" means an employee who has successfully completed the probationary period and has gained permanent status.
22. "Position" means a group of duties and responsibilities assigned to a single employee.
23. "Probationary Employee" means a newly hired employee who has not achieved permanent status and who, in order to achieve such, must successfully complete a probationary period.
24. "Probationary Period" means the period that a newly hired employee is on probation.
25. "Promotion" means a change from one classification to another classification which has a maximum salary more than four percent (4%) higher than that of the previous classification.

26. "Selection Criteria" means specific tasks, knowledge and skills within the duties of a classification which are utilized in the selection of a candidate for a position in CSEA.
27. "Transfer" means a change in work assignment which requires a change in the employee's residence.
28. "Temporary Employee" means an employee who is hired on a temporary basis for a period of up to twelve (12) months to replace employees absent on authorized leave, temporarily reassigned, or to work on a campaign for that period.
29. "Trial Period" means the period of time during which a permanent employee is on trial in a classification which is equivalent to or higher than the employee's last classification.
30. "Vacancy" means a position within a CSEA classification which is to be filled on a permanent basis through promotion or outside recruitment.

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# **ARTICLE 1 -- RECOGNITION AND COVERAGE**

## **SECTION 1 — RECOGNITION**

- (A) The California State Employees Association (hereafter referred to as CSEA) and affiliates CSUEU/SEIU Local 2579, Association of California State Supervisors, and California State Retirees, (hereafter referred to as Affiliate or Affiliates) hereby recognizes United Automobile, Aerospace, and Agricultural Implement Workers of America, AFL-CIO Local 2350 (hereafter referred to as the “Union”) as the exclusive bargaining agent for the employees of CSEA, except as specifically excluded in Sections 3 and 5 of this Article. It is further understood and recognized by the Union and the Affiliates that CSEA shall be the exclusive employer.
- (B) As the sole and exclusive representative, the Union is entitled to act for and negotiate agreements covering all employees of CSEA, except as specifically excluded in Sections 3 and 5 of this Article.

## **SECTION 2 — COVERAGE**

The bargaining unit to which this Agreement is applicable consists of all employees of CSEA, except as specifically excluded in Sections 3 and 5 of this Article.

## **SECTION 3 — EXCLUSIONS FROM COVERAGE**

- (A) Excluded from the unit shall be supervisors and confidential employees. Within sixty (60) days of the signing of this Agreement, CSEA shall inform the Union, in writing, of the positions and titles of any excluded employees. Subsequently, CSEA shall provide the Union with notice of additional excluded employees within thirty (30) days of their employment.
- (B) CSEA may, at its sole discretion, create or delete supervisory or confidential positions, provided that such positions are supervisory or confidential within the meaning of the National Labor Relations Act. CSEA may convert existing positions into supervisory or confidential positions, provided that duties within those positions are supervisory or confidential within the meaning of the National Labor Relations Act. If positions are converted to supervisory or confidential, the union shall be notified. Upon request, the parties shall meet to discuss the impact of the conversion.

## **SECTION 4 — COVERAGE OF AGREEMENT**

CSEA and the Union agree that the terms and conditions of this Agreement apply to all employees in the bargaining unit.

**SECTION 5 — OTHER EXCLUSIONS**

(A) Excluded from the unit shall be students attending institutions of higher education employed by CSEA for twenty-five (25) hours or less per week during the academic year and for up to forty (40) hours per week during vacations.

(B) Excluded from the unit shall be CSEA members, active or retired, paid or unpaid.

CSEA shall inform the Union of all such paid members or unpaid members who are on release time for one (1) month or longer. Upon request, CSEA shall inform the Union of the following:

- Date of assignment;
- Area of assignment;
- Total number of hours to date, upon request.

(C) Excluded from the unit will be agency employees employed in temporary positions provided that:

(1) CSEA shall, on a monthly basis, provide information to the Union of all such agency employees hired.

(2) The work is not performable with normal staffing.

(D) Excluded from the unit shall be employees whose work is in connection with clerical and other support services activities for the CSEA General Council meetings, provided that such terms of employment do not exceed ten (10) days.

(E) Excluded from the unit shall be staff of other labor organizations on temporary loan to CSEA for the period of their temporary work.

(F) No such employment or work, as described in this Section, shall displace or cause the layoff of any person employed in the bargaining unit.

**SECTION 6 — CONTRACTING OUT**

CSEA may contract out bargaining unit work only if:

(A) The work is for temporary employees employed under Section 5 of this Article; or

(B) The work requires specialized equipment which cannot be purchased by CSEA, or if it can be purchased, such purchase is impractical because of costs or limited use; or

(C) The work is highly specialized, requiring professional personnel whose services are not obtainable for limited periods of employment and is to be performed in one project; or

- (D) The work is time sensitive and management determines that the work cannot be performed by existing staff within required time limits.
- (E) No such contracting out shall displace or cause the layoff of any person employed in the bargaining unit.
- (F) If a layoff becomes necessary subsequent to the contracting out of work in accordance with the provisions of Subsections (B) and (C) above, the contracts in force at the time of the layoff may continue to completion.

## SECTION 7 — JURISDICTION

The Union shall have jurisdiction over work performed by CSEA employees provided that it is work as defined below.

- (A) The work is of the kind currently or normally performed within the bargaining unit classifications listed in Article 13, Section 1.
- (B) Performance of such work, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be bargaining unit work and covered by this Agreement.
- (C) CSEA employees within the bargaining unit shall remain in the unit notwithstanding their assignment by CSEA for temporary periods for work with other organizations.
- (D) Nothing in this Section shall preclude excluded persons as defined in Sections 3 and 5 of this Article from supplementing the efforts of bargaining unit employees provided that the exercising of this right shall not displace or cause the layoff of any person employed in the bargaining unit, nor cause any bargaining unit position of a similar nature to remain unfilled.



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# **ARTICLE 2 -- UNION SECURITY AND CHECKOFF**

## **SECTION 1 — AGENCY SHOP**

- (A) CSEA shall require as a condition of employment that within thirty (30) days of their initial employment with CSEA, all employees shall either become a member of the Union or shall pay to the Union a monthly service fee in an amount equal to the current dues for the class of Union membership for which the employee is eligible as determined by the Union.
- (B) If a bargaining unit employee is certified in writing by the Union to CSEA as not abiding by Subsection (A) (above), such employee shall be terminated by CSEA within thirty (30) days after such notice unless the employee becomes and remains a member by tendering the required dues and initiation fees or signs a wage assignment for a monthly service fee within that period.
- (C) The Union shall indemnify and hold CSEA and its agents harmless against any claims made of any nature and against any suit instituted against CSEA arising from the Union's failure to comply with legal and procedural requirements related to Sections (A) and (B). CSEA shall indemnify and hold the Union harmless against any claims made of any nature and against any suit instituted against the Union arising from CSEA's failure to comply with legal and procedural requirements related to Sections (A) and (B).

## **SECTION 2 — WORK RELATIONSHIPS**

The Union shall not, during the term of this Agreement, take any action to interfere with any employee in the bargaining unit coordinating or directing the work of other employees, provided that this Section shall not prohibit the Union or any employee from bringing a grievance for violation of the Agreement arising out of such work. Nothing in this Section is intended to affect the internal discipline procedures of the Union. CSEA shall not, during the term of this Agreement, assign bargaining unit employees duties beyond those of coordination and direction of other employees.

## **SECTION 3 — CHECK-OFF**

- (A) CSEA agrees to accept written wage assignments from employees on a form supplied by the Union, approved by CSEA, providing for bi-weekly payroll deductions from their earnings for the Union initiation fee, special assessments, dues and/or agency fees to the extent authorized by the Union. CSEA shall, wherever practicable, supply employees with the wage assignment form. The Union shall be responsible for remitting the completed form to CSEA. CSEA shall deduct all sums so authorized on each pay date and shall remit same to the Union within ten (10) days thereof for the period commencing with the effective date of this Agreement in the case of employees who were members on such date and otherwise on the effective date of membership.
- (B) A Union member may revoke a wage assignment in writing provided that the revocation is delivered to the CSEA by certified or registered mail, return receipt

requested, within a fifteen (15) day period beginning thirty (30) days prior to the expiration date or anniversary date of this Agreement.

- (C) Any wage assignment will be cancelled automatically if a Union member ceases to be employed in the bargaining unit covered by this Agreement, or if any applicable collective bargaining agreement expires without having been renewed or extended.
- (D) CSEA's obligation to remit sums to the Union is limited to the sum or sums authorized to be deducted.
- (E) The Union shall indemnify and hold CSEA and its agents harmless against any claims or demands made of any nature and any suits or other forms of liability against CSEA arising out of reliance on the correctness of any dues schedule, list, notice or assignment furnished by the Union or any employee under this Article.
- (F) The Union shall promptly file with CSEA the dues schedules. Such dues shall be deducted from the employee's earnings in accordance with Section (A) above, and the Union dues schedule furnished by the Union. Such schedule may be amended by the Union at any time, but CSEA shall not be required to implement the change on less than thirty (30) days' notice. An employee's written assignment shall remain in effect in accordance with its terms. A copy of the form is attached thereto. (See Attachment 3)

## **ARTICLE 3 -- MANAGEMENT RIGHTS**

For the purpose of not being repetitious and to set a positive tone without modifying the intent of the prior language in any way, it is agreed that:

### **SECTION 1 — RIGHTS RESERVED TO MANAGEMENT**

CSEA reserves all rights unless limited by clear and explicit language of a specific provision of this Agreement. All rights CSEA had prior to this Agreement are retained. Should CSEA not exercise certain rights or authorities, such condition shall be deemed neither a waiver nor forfeiture of said rights or authorities.

### **SECTION 2 — UNIFORM APPLICATION**

Any rule or procedure issued under the Management Rights clause shall be uniformly applied to all affected employees and those similarly situated. The matters mentioned herein Section 2 shall be subject to the Grievance and Arbitration articles of this Agreement.

### **SECTION 3 — ENCOURAGEMENT OF COMMUNICATION**

Should any employee have just reason to believe that the application of this Article is having unintended consequences on the effective performance of his/her duties and responsibilities, such employee is encouraged to openly discuss the matter with his/her supervisor for the purpose of promoting mutual understanding and cooperation but in no way limiting management from exercising reserved rights.

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# **ARTICLE 4 -- NO STRIKE - NO LOCKOUT**

## **SECTION 1 — NO STRIKE**

The Union agrees that during the life of this Agreement neither it nor its agents will encourage, initiate, participate or condone any strike, work stoppage, slowdown, or other withholding of service on the part of a bargaining unit employee or group of bargaining unit employees which would harm or adversely affect the operations or missions of CSEA nor will it condone any such activity by failing to take affirmative action to prevent or stop it.

## **SECTION 2 — NO LOCKOUT**

CSEA agrees that it will not lockout any bargaining unit employees during the life of this Agreement.

## **SECTION 3 — DISCIPLINE OF PARTICIPANTS IN CONCERTED ACTIVITY**

CSEA retains the right to discharge or otherwise discipline employees in the bargaining unit who have given direction to, either negatively or positively, or have in any manner and to any extent committed acts prohibited by provisions of this Article. CSEA shall have the right to discipline all or any employees and to administer different penalties, or to refrain from taking such disciplinary action for violations of the provisions of this Article. The Union shall have the right to protest and appeal any action constituting discipline administered to an employee by CSEA under this Section.

## **SECTION 4 — OTHER CONTROVERSIES AND DISPUTES**

It shall not be a violation of this agreement, nor shall it be cause for discharge or disciplinary action, if an employee or group of employees refuse to enter upon the property of an employer, other than CSEA, involved in a primary labor dispute with the UAW, one of its local unions or any other trade union at which a primary picket line has been placed. This section shall not apply to disputes between CSEA and the Union and shall not in any way affect the rights or obligations of the parties as set forth in Sections 1 and 2. Employees who refuse to enter upon the property of an employer involved in a primary labor dispute shall notify their supervisor immediately and take reasonable and appropriate action to ensure that representational services are adequately provided.

## **SECTION 5 — LIABILITY**

- (A) CSEA retains the right to recover from the Union such damages as it may suffer by reason of a violation of the provisions of Sections 1 and 4 of this Article through the Grievance and Arbitration procedures as established by this Agreement and/or through legal procedures as provided by law.
- (B) The Union retains the right to recover from CSEA such damages as it may suffer by reason of a violation of the provisions of this Article through the Grievance and Arbitration procedures as established by this Agreement and/or through legal procedures as provided by law.

**SECTION 6 — EXCEPTIONS**

Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse employees, the Union or CSEA from their obligations under the provisions of this Article, except a strike or lockout may be used to enforce an Arbitration award.

**SECTION 7 — PROHIBITION OF SELF HELP**

All employees shall follow the peaceful and orderly procedures provided for under Articles 10 and 11 (Grievance and Arbitration Procedures) to resolve any and all questions or disputes with CSEA and shall not engage in any act(s) of self help except as permitted under Article 18 (Safety). Any act(s) of self help except as permitted under Article 18 (Safety) on the part of any and all employees shall result in the employee(s) being disciplined or discharged.

# ARTICLE 5 -- EMPLOYMENT PRACTICES

## SECTION 1 — TYPES OF EMPLOYEES

Personnel Transactions Documents provided by CSEA shall identify employees as at least one of the following:

- Probationary
- Permanent
- Temporary
- Part-Time
- Full-Time
- Intermittent

## SECTION 2 — PROMOTIONS

(A) CSEA offers promotion equally to all of its eligible employees on the basis of merit, efficiency and fitness and informs them of promotional opportunities as they arise.

- (1) All vacancies shall be posted by publishing them in a STAFF INFO memorandum for a period of fourteen (14) days. Such posting shall be distributed to each staff member electronically with a copy sent to the union. The announcement shall contain classification title, eligibility requirements, selection criteria and salary range. Vacancies shall be posted weekly until filled or otherwise removed.
- (2) All employees who meet the eligibility requirements in the specification for a promotional opportunity may apply for such a posted position. An interested employee must notify the Human Resources department of his/her desire to be considered for such vacancies prior to the end of the posting period.
- (3) All employees who meet the eligibility requirements and application requirement shall be considered.
- (4) Selection shall be based upon the candidate's overall qualifications, including selection criteria. Candidates shall be ranked by the selection criteria established by CSEA for the position.

(B) An employee promoted pursuant to this Section shall receive a salary increase of at least four percent (4%) provided that such increase does not take the employee's salary above the top of the salary schedule for the new classification as provided in Article 13 of this Agreement.



### **SECTION 3 — CONDITIONAL CLASSIFICATION CHANGE TO FILL A VACANCY**

If fewer than two (2) applicants are found to meet the eligibility requirements, CSEA may, at the sole discretion of Management, provide promotional opportunities or lateral transfers to employees who do not meet all eligibility requirements. CSEA shall review applications to fill vacancies through conditional classification changes prior to filling a vacancy from outside the bargaining unit.

- (A) Such conditional classification change shall be for a specified period. Management shall notify the applicant of this period at the time of offer.
- (B) Any employee granted a conditional classification change shall be considered to be within the trial period until the end of the period specified in Subsection (A) above or the end of the normal trial period for the job, whichever is longer.
- (C) Any employee during the period specified in Subsection (A) above may, at the option of the employee or CSEA Management staff, be returned to his/her former classification. Any employee so returned shall have all rights and guarantees provided for in the Collective Bargaining Agreement as he/she would have had if he/she had not been granted the conditional classification change.
- (D) Any employee promoted pursuant to this Section shall receive a salary increase of at least four percent (4%) provided that such increase does not take the employee's salary above the top of the salary schedule for the new classification as provided in Article 13 of this Agreement.

### **SECTION 4 — RECRUITMENT FROM THE OPEN MARKET**

CSEA may recruit qualified applicants from the open market to fill any vacancy in a permanent position.

### **SECTION 5 — LATERAL TRANSFERS**

At any time CSEA may consider filling any position through a lateral transfer. In the case of nonexempt employees, CSEA will consider using lateral transfers for the purpose of enhancing career mobility. This Section shall not be subject to the Arbitration procedures of this Agreement (Article 11).

### **SECTION 6 — TEMPORARY UPGRADE & SPECIAL PROJECTS STIPEND**

CSEA may, as the need arises, either use training and development assignments pursuant to Article 6, Sections 2, 3 or 4 or elect to assign people who meet the eligibility requirements on a temporary basis to a higher classification.

- (A) When an eligible employee is assigned by CSEA to work in a higher paid classification, the employee shall receive the minimum salary of the higher classification or ten percent (10%) pay differential increase, whichever is higher provided that such increase does not take the employee's salary above the top of the salary schedule for the new classification as provided in Article 13 of this Agreement.

A Temporary Upgrade differential may be awarded to employees performing significant duties of a higher classification or significant portions of the duties of another position in the same classification. The decision to grant the Temporary Upgrade pay is discretionary on the part of management; and, if granted, shall be for a minimum of ten percent (10%). The denial of Temporary Upgrade pay requested under this paragraph cannot be formally challenged. If an upgrade under this provision is awarded, the Temporary Upgrade differential shall be accompanied by an assignment in writing specifying the higher expectation that serves as the basis for the Temporary Upgrade differential. If a Temporary Upgrade is requested by an employee and it is denied by management, a communication shall be provided to the employee with an explanation of the grounds for a denial. The denial shall not be grieved.

(B) Except as provided in Article 6, such temporary upgrade shall be used to fill a specified temporary need and shall not be used to circumvent the provisions of Section 2 of this Article.

(1) No position may be filled in this manner for more than twelve (12) months.

(2) When replacing an employee granted an authorized leave, the position may be filled in this manner for the duration of said leave, not to exceed twelve (12) months.

(C) CSEA may, as the need arises, assign people to Special Projects on a temporary basis, in addition to their regular job duties.

(1) When an eligible employee is assigned a Special Project by CSEA, the employee shall receive a four percent (4%) pay differential.

(2) This Special Project designation shall not be used to circumvent the provisions of Section 2 of this Article.

a. No Special Project differential shall be initially granted for a period of no more than six (6) months but may be extended by up to an additional six (6) months.

b. This Special Project designation, the failure to make such designation, the length of the designation, and other matters related to the designation shall not be grievable.

## **SECTION 7 — LEADPERSONS**

Certain areas to be designated by CSEA may have permanent employees as leadpersons on a temporary, intermittent or permanent basis. Leadpersons will be assigned to coordinate and direct the work of other employees and CSEA members excluded from the unit under Article 1, Section 5(B). All leadperson positions shall be posted and a selection made pursuant to Section 2 of this Article. However, no posting will be required for unanticipated

emergencies. The Employer shall notify the Union in writing within one business day whenever the Employer makes an emergency appointment under this section.

- (A) The leadperson shall be paid at a salary which is ten percent (10%) higher than his/her normal salary while performing leadperson functions.
- (B) Leadperson does not constitute a separate and distinct classification for purposes of computing seniority.
- (C) Temporary leadpersons shall hold the position for a specified project or need for a period not to exceed twelve (12) months.
- (D) Intermittent leadpersons may be permanent; however, they will only perform lead duties on a periodic basis. Such selection shall not be for more than twelve (12) months.
- (E) The provisions of Section 8 below shall not apply to this Section.

## **SECTION 8 — INTERMITTENT AND TEMPORARY EMPLOYEES**

- (A) Intermittent employees may be employed to balance workload fluctuations. The use of intermittent employees shall be limited to non-exempt classifications as listed in Article 13 of this Agreement. No intermittent employee may be employed for more than one thousand forty (1040) hours during any consecutive twelve (12) month period. The use of such intermittent employee shall not displace or cause the layoff of any persons employed in the bargaining unit nor cause any bargaining unit position of a similar nature to remain unfilled.
- (B) Before hiring a temporary employee for other than an entry level position, consideration will be given to using a training and development assignment or a temporary upgrade.

Except as otherwise provided herein, temporary employees shall not be entitled to holidays with pay, vacations or sick leave.

- (C) Temporary employees may be employed for a period of up to twelve (12) months to replace employees absent on authorized leave or, those temporarily reassigned for that period, or to work on campaigns. Appointments of temporary employees shall be designated with specific beginning and planned ending employment dates. The hiring of temporary employees shall not cause the layoff of any employees in the hiring affiliate in the job classification in which the temporary appointment is made. Such temporary employee shall not be entitled to vacations, but shall be entitled to holiday pay and sick leave as set forth in Article 12, Sections 1 and 5. Temporary employees hired under this Subsection 8(C) shall be eligible to enroll in Health and Welfare Benefit plans as set forth in Article 14, on the first day of the third (3rd) month of employment, except for the Long Term Disability Plan (Article 14, Section 4).

- (D) Intermittent and temporary employees other than as provided in Section 8(C) above shall not be eligible for the Health and Welfare Benefits as provided in Article 14 of this Agreement.
- (E) Intermittent and temporary employees shall be credited with seniority points for their intermittent/temporary service, pursuant to Article 20 of this Agreement if such employees apply for and are hired in a position in the classification in which the employees served as an intermittent or temporary employee and do not have a break in service. This time will not count towards probation, as defined in Article 5, Section 11.
- (F) Intermittent and temporary employees may apply for any full time position for which they are eligible; however, they shall only be considered if less than two (2) permanent full time eligible employees apply.
- (G) Intermittent and temporary employees shall not acquire permanent status. Intermittent and temporary employees shall be credited with service for purposes of vacation accrual and the qualifying six (6) months of employment for vacation usage if they are hired into permanent positions and do not have a break in service. A break in service is defined as thirty (30) consecutive days of non-employment. Service prior to a break in service shall not count for any purpose. For purposes of computation, only actual time worked shall be counted. Nothing in this Section shall operate to take away any benefits currently received by temporary employees who are employed on the effective date of this Agreement.

## **SECTION 9 — CLASSIFICATIONS**

Classifications shall be established or revised by CSEA.

If CSEA establishes a new classification or revises an existing classification, CSEA will provide the Union with this information. Within fifteen (15) days, the Union may request to negotiate the impact of the new classification or changes to the existing classification. If no request to negotiate is received within fifteen (15) days, CSEA will be free to implement the new classification or changes to the existing classification. In the event of either side declaring impasse, the dispute may be mediated. Mediation must be completed no later than forty-five (45) days after impasse has been declared. If no agreement can be reached in mediation, CSEA will be free to implement the new or revised classification.

## **SECTION 10 — CLASSIFICATION SPECIFICATIONS**

- (A) In establishing or revising existing specifications for CSEA employee classifications, such specifications prepared subsequent to the date of this Agreement shall include the title, duties, eligibility requirements and salary range.
- (B) CSEA shall provide to the Union, upon its request, documentation verifying that employees appointed to any position after March 1, 1999, by virtue of any employment transaction, meet the minimum qualifications of that position.

## **SECTION 11 — PROBATIONARY PERIOD**

All exempt employees shall be on probation for a period of one (1) year from the date of his/her initial employment. All non-exempt employees shall be on probation for a period of six (6) months from the initial employment.

- (A) Exempt probationary employees shall receive written performance evaluations between the fifth (5th) and sixth (6th) month of employment and shall also receive written performance evaluations between the tenth (10th) and eleventh (11th) month and prior to movement to permanent status. Non-exempt employees shall receive written performance evaluations between the third (3rd) and fourth (4th) month of employment and prior to movement to permanent status.
- (B) A probationary employee may be rejected from probation at any time during the probationary period and no negative comments shall be made on any reference checks. A rejection in probation is not a disciplinary action pursuant to Article 8, Section 1, and may not be grieved.
- (C) Failure to terminate a probationary employee prior to the end of the probationary period shall give the employee permanent status in his/her job classification.

## **SECTION 12 — TRIAL PERIOD**

- (A) Any employee granted a promotion or a lateral transfer to a new job classification or appointment to a lead position shall have a trial period. This trial period shall be six (6) months for employees promoted to or accepting a lateral transfer to a non-exempt position and twelve (12) months for employees promoting to or accepting a lateral transfer to an exempt position.
- (B) During the trial period, an employee may, at the option of the employee or CSEA Management staff, be returned without cause to the last classification in the same geographic location in which he/she held permanent status. An employee so returned shall not be eligible to apply for the same higher rated job for a period of one (1) year.
  - (1) If CSEA rejects the employee during the trial period, the reasons for such rejection shall be given to the employee.
  - (2) Any employee returning to the last classification in which he/she held permanent status shall return with all contractual rights, salaries, and benefits he/she previously enjoyed.

## **SECTION 13 — MOVEMENT TO AND FROM THE BARGAINING UNIT**

Any CSEA employee in the bargaining unit moving to a non bargaining unit position during the term of the Agreement may, at the option of the employee or CSEA Management staff, and within twelve (12) months following the date he/she began work in the non bargaining unit position, be returned to a position, in the former classification, in the bargaining unit with no loss of rights, including but not limited to seniority rights, and benefits by the provisions of

the Collective Bargaining Agreement; after twelve (12) months in a non bargaining unit position there shall be no right of return.

#### **SECTION 14 — PROHIBITION ON PARTICIPATING IN CSEA ELECTIONS**

All employees are prohibited from advocating for or against candidates for any CSEA elective office. No employee shall be required to render service in support or opposition of any particular candidate for any CSEA elective office. Violation of this Section by an employee is considered to be a most serious offense, subject to severe discipline.

#### **SECTION 15 — STAFF DIRECTION**

Any direction, supervision, assignments and instructions of Central Support staff shall come from CSEA Management.

Any direction, supervision, assignments and instructions of staff assigned to the individual Affiliate shall come from the appropriate Affiliate management. In the absence of a paid staff manager, the President of the Affiliate, or the President's designee shall have such authority.

Employees are expected to work with CSEA, SEIU and Affiliate officials and members on a regular basis. Any conflicts which may arise should be referred to the employee's supervisor. The supervisor will be responsible for resolving the conflicts. Nothing in this contract shall limit the right of CSEA to alter staff-management reporting relationships, provided such change is in writing.

#### **SECTION 16 — RESIGNATION**

An employee who resigned from CSEA employment is considered to be terminated as of the effective date of the resignation with respect to the accrual of all benefits covered by this Agreement, including, but not limited to wages, benefits and retirement credits; provided such resignation shall be subject to the Grievance and Arbitration provisions of this Agreement (Articles 10 and 11) as set forth in Subsections (A) and (B) below.

(A) No resignation shall be set aside unless the employee files a grievance within five (5) days following the effective date of the resignation and subsequently establishes that the resignation was obtained pursuant to, or by reason of, fraud, duress or undue influence.

(B) The standards set forth in Subsection (A) above shall be binding on the Arbitrator in any Arbitration proceeding concerning an employee's resignation.

#### **SECTION 17 — ABSENCE WITHOUT LEAVE**

Absence without leave for five (5) consecutive working days is an automatic resignation from CSEA employment.

(A) Any request for reinstatement shall be in writing and shall be presented to CSEA Human Resources Department within fifteen (15) days of the notification to the employee by CSEA of his/her termination from employment.

- (B) Notification to the employee by CSEA, if by mail, shall be made to the employee's last known address and shall be deemed effective upon mailing. The employee shall be permitted an additional five (5) days to request reinstatement if notified of his/her termination by mail.
- (C) Reinstatement shall be granted if the employee makes a reasonably satisfactory explanation to the General Manager or appropriate affiliate administrator as to the cause of the absence and of the reasons for his/her failure to obtain leave therefore.

## **SECTION 18 — TRANSFER, DEMOTION OR TERMINATION FOR MEDICAL REASONS**

- (A) CSEA may require an employee to submit to a medical examination by a physician or physicians designated by CSEA, other than any physician utilized in a Worker's Compensation proceeding involving that employee, to evaluate the capability of the employee to perform the work of his/her position. All fees in connection with the examination shall be paid by CSEA.
- (B) The employee may submit medical or other evidence to the examining physician or to CSEA. The examining physician shall make a written report of the examination to CSEA, who shall provide a copy to a physician designated by the employee or to the employee at the employee's option.
- (C) When CSEA, after examining the medical report(s) and other relevant information, concludes that the employee is unable to perform the work of his/her present position, but is able to perform the work of another comparable or lesser position, including one of less than full time, for which he/she meets the qualifications, the employee shall have the right to the comparable position or demote to the lesser position, however, the comparable position shall be offered as the first alternative. Should such position not be vacant, then such transfer or demotion shall be in accordance with the Layoff procedure set forth in this Agreement. Any employee demoted or transferred pursuant to this Subsection shall receive the maximum of the salary range for the class to which he/she is demoted or transferred or his/her salary prior to demotion or transfer, whichever is less.
- (D) When CSEA, after considering the conclusions of the medical examination or medical reports from the employee's physician and any other relevant information, concludes that the employee is unable to perform the work of his/her position, or any other position in CSEA employment for which he/she is qualified, and the employee is not eligible for, or waives the right to disability retirement, CSEA may terminate the employment of the employee.
- (E) Subject to the procedure of this Section 18, CSEA may demote, transfer or terminate an employee for medical reasons without requiring the employee to submit to a medical examination, when CSEA relies upon a written statement submitted by the employee as to the employee's condition or upon medical reports submitted by the employee.

- (1) The employee may be reinstated to a vacant position for which he/she is qualified upon establishing he/she is no longer incapacitated for duty.
- (2) Medical separation procedures as set forth in this Article, Section 18, shall be subject to the Grievance and Arbitration provisions of this Agreement (Articles 10 and 11).

## **SECTION 19 — AUTHORIZED DEDUCTIONS**

(A) Consistent with current business practice, CSEA shall continue to deduct and remit to the authorized parties all funds so authorized by an individual employee. Such deductions shall be limited to:

- CSEA sponsored group insurance programs
- Flexible Spending Account
- 401K Program
- Credit Union
- United Way
- UAW Voluntary – Community Action Program (V-CAP)
- Any other deduction mutually agreed between CSEA and the Union

(B) CSEA shall offer direct/electronic deposit for all payroll checks.

## **SECTION 20 — BURIAL ARRANGEMENTS**

When a CSEA employee dies while traveling on CSEA business, reimbursement shall be made upon request for actual and reasonable expenses incurred in returning the remains to the place of burial, up to the amount necessary to return the remains to the decedent's place of residence.

## **SECTION 21 — BUSINESS CARDS**

CSEA shall provide business cards for all employees when duties require their use.

## **SECTION 22 — TECHNOLOGICAL CHANGES**

When positions have been or are about to be changed substantially or eliminated by automation, technological changes, or other management-initiated changes, CSEA shall, to such extent as practicable and within available resources, arrange for such counseling by CSEA and training of the affected employees as may be reasonably needed to prepare them for placement in other CSEA positions.

## **SECTION 23 — WORK INJURIES**

(A) All job incurred work injuries must be reported by the employee to his/her supervisor within twenty-four (24) hours of his/her knowledge of the injury. An Employer's Report of Occupational Injury or Illness shall be completed by CSEA.



(B) If an employee has an illness or injury that is work-related, and the employee requests to take a leave of absence from work, the employee must file a Workers' Compensation claim with the CSEA human resources department within twenty-four hours of her/his knowledge of the illness or injury.

(C) CSEA shall post this information on all bulletin boards.

**SECTION 24 — INFORMATION**

In the event an employee is ill or injured off the job, CSEA will answer inquiries concerning the employee's rights under Long-Term Disability Insurance, and/or retirement options.

**SECTION 25 — OUTSIDE ACTIVITIES**

(A) No employee who is licensed by the State of California may conduct any private practice of law and/or private insurance business without the express written approval of his/her supervisor.

(B) Employees wishing to engage in outside activity for compensation shall provide the General Manager or Affiliate Administrator, as appropriate, a written description of the activity prior to commencement of such activity. Employees on staff on the effective date of this Agreement and already engaging in such activity, shall provide the General Manager or Affiliate Administrator, as appropriate, such written description within thirty (30) days of the effective date of this Agreement, unless such activity has been approved previously.

(1) In all cases, the General Manager or Affiliate Administrator shall not unreasonably deny approval for such outside activity.

(2) Employees shall ensure that such outside activity does not interfere with CSEA duties.

# **ARTICLE 6 -- TRAINING**

## **SECTION 1 — ENCOURAGEMENT OF TRAINING**

CSEA encourages all of its employees to engage in training and recognizes the need for training to aid the employees in performing their jobs. CSEA will assess the training needs for appropriate categories of employees and provide training consistent with their assigned duties and levels of skills. In the event CSEA requires an employee to attend training, the cost of the training, as well as expenses incurred for attendance will be reimbursed subject to the applicable sections in Article 16 (Reimbursable Expenses).

## **SECTION 2 — PROFESSIONAL DEVELOPMENT**

(A) Any employee covered by this Agreement wishing outside training may submit a proposal to his/her supervisor. Such requests for training will be evaluated on the basis of benefit to the Association or Affiliate; the potential for improved job performance; and the availability of financial resources allocated for training. In order to promote professional development of employees, CSEA shall reimburse up to one thousand dollars (\$1000) per year at an accredited school or other educational provider approved by management.

(1) To be eligible for tuition reimbursement, courses must have prior written approval of the appropriate administrator 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.

## **SECTION 3 — TRAINING AND DEVELOPMENT**

(A) When an employee is interested in a training and development assignment, that employee may discuss such a request with the appropriate administrator who could reasonably oversee such an assignment.

(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/CSEA 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 management 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.

#### **SECTION 4 — EMPLOYEE TRAINING AND ORIENTATION**

CSEA and its Affiliates will make a good faith effort to provide a variety of guidance and training to an employee during the first twelve (12) months of employment. Staff is encouraged to identify and raise training and development needs. The employee's supervisor shall be responsible for assessing the abilities and knowledge of the probationary employee as soon as possible but not later than within three (3) months of the employee's appointment. After consultation with appropriate administrator or her/his designee, the employee shall be offered, in addition to on the job orientation and training, at least forty (40) hours of in-house and outside training tailored to improving the skills of the employee and familiarizing the employee with the style of labor relations and/or member services practiced by the Affiliate to which they are assigned.

#### **SECTION 5 — CHANGE IN ASSIGNMENT**

All employees whose assignments are being changed will be given orientation, training and familiarization with their new assignments, depending upon the employees' prior assignment and experience.

# **ARTICLE 7 -- NON-DISCRIMINATION**

## **SECTION 1 — NON-DISCRIMINATION**

- (A) CSEA 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) CSEA 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) CSEA 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) Employees should immediately report any discrimination and/or harassment to their manager, Human Resources or CSEA's General Manager. Management shall timely act upon and investigate all reports of discrimination and/or harassment.

## **SECTION 2 — SEXUAL HARASSMENT**

No CSEA staff shall suffer from discrimination by or from any CSEA employee, whether in Management or in the bargaining unit, or from any CSEA member due to sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

## **SECTION 3 — EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

CSEA agrees that discrimination in employment is a subject of major concern. It is the policy of CSEA to provide equal opportunity in employment and to promote the full realization of equal employment opportunity through a positive, continuing affirmative action program. CSEA shall seek to achieve the full realization of equal employment opportunity through an effective outreach program and conditional promotions as provided in Article 5 including, but not limited to, the following areas:

- (A) CSEA shall include, in all advertising and other solicitation for job openings the designation of CSEA as an equal opportunity employer. This provision shall not prohibit CSEA from using blind post office box ads, provided such ads shall contain a statement describing the employer as an equal opportunity employer.

- (B) CSEA shall conduct focused recruitment, including appropriate utilization of advertisement on CSEA job openings to ethnic and other special interest publications. CSEA encourages both Management and bargaining unit employees to work closely with recognized community organizations and individuals representing special interest groups to promote mutual communications. Whenever bargaining unit employees participate in such activities, they will be provided with release time and fees or dues, subject to the approval of CSEA.
- (C) In considering the filling of all job openings, CSEA shall give consideration to permanent employees for conditional promotions as provided in Article 5.

#### **SECTION 4 — NEPOTISM**

It is CSEA policy to prohibit “close relatives” from working in a direct reporting relationship. A “close relative” is a husband-wife, brother-sister, or parent-child relationship by either blood or marriage, and blood relationships between uncles, aunts, nieces and nephews. If two (2) employees become “close relatives” while employed at CSEA, they will not be permitted to work in a direct reporting relationship. One of the employees will be required to transfer to a position which is not in a direct reporting relationship to the other. CSEA and the concerned employees will attempt to reach agreement on the employee to be transferred. However, CSEA reserves the right to transfer the employee with the least seniority in CSEA. Every effort will be made to allow the affected employee to trade assignments with another employee, provided each employee is qualified to perform the assignment of the other. Such transfer shall not displace or cause a layoff of any person employed in the bargaining unit.

# **ARTICLE 8 -- DISCIPLINE AND DISCHARGE**

## **SECTION 1 — GENERAL**

- (A) Disciplinary action, for the purposes of this Article is defined as verbal reprimand; written reprimand; suspension without pay; a reduction in pay not the result of the layoff procedures contained in Article 20, or a discharge. A rejection from probation pursuant to Article 5, Section 11, is not a disciplinary action as defined in this Article. A letter of expectation, which only clarifies an employee's job duties and expectations, and makes no reference to the employee's past actions, performance, or behavior is not a disciplinary action and is not grievable.
- (B) No employee will be the subject of a disciplinary action except for just cause.
- (C) This Article shall govern all disciplinary or discharge actions taken against an employee.
- (D) As appropriate, CSEA and its Affiliates will adhere to the principles of progressive discipline.

## **SECTION 2 — PROCEDURES**

No formal disciplinary or discharge action shall be effective unless:

- (A) The employee and the Union are delivered written notice of the proposed action no more than one (1) year after the alleged cause becomes known to CSEA Management staff.
- (B) The notice sets forth in ordinary and concise language the acts or omissions that constitute cause for the action. This notice shall include the materials upon which the action is based and which are available at the time of the notice. The notice may be amended to include any act or omission discovered by CSEA Management Staff after delivery of the notice provided that all time limits set forth in this Article shall thereafter run from the date of delivery of the amended notice to the employee and the Union.
- (C) The notice specifies the action to be taken and the dates thereof.
- (D) The notice is served in person or by certified mail upon the employee at his/her last known address and the Union. If service is by mail, service shall be deemed complete upon mailing; however, all limits for the employee's response shall be extended by five (5) days, excluding Saturdays, Sundays and holidays.

## **SECTION 3 — APPEAL**

All appeals under this Article shall be filed at step 2 of the grievance procedure. Such appeals shall be filed within ten (10) days of delivery of written notice of the proposed action.

Disciplinary actions which result in verbal warning, written warning or letter of reprimand shall not be subject to the Arbitration procedures outlined in Articles 10 and 11 of this agreement. Letters of reprimand and the allegations underlying letters of reprimand, may be challenged in any subsequent appeal from discipline that is subject to the Arbitration procedures outlined in Articles 10 and 11 of this agreement where that subsequent discipline is based on the same or similar facts as the discipline set forth in the letter of reprimand, or where the letter of reprimand is used for purposes of progressive discipline.

#### **SECTION 4 — PERSONNEL FILES**

- (A) An employee and/or his/her representative with the consent of the employee shall have the right to inspect and copy the employee's personnel file and any other document in the possession of CSEA or an Affiliate which is relevant to the ability of an employee to perform his/her job or to an issue grieved. No document which is withheld from an employee or his/ her representative in violation of this Section shall be used or relied upon in any meeting or proceeding to support disciplinary or discharge action.
- (B) Any adverse comment, entry, or the like, may not be relied upon for any disciplinary purpose, including being admissible in any arbitration, if such comment or entry is one (1) year or more old, and no subsequent comment or entry has been entered dealing with the same problem within a year of the prior document. In other words, adverse entries dealing with the same problem can be "linked" for purposes of admissibility, so long as the most recent entry relied upon is within one (1) year of the disciplinary action. Any adverse comment or entry that cannot be relied upon for any disciplinary purpose shall be purged from the official personnel file. Performance appraisals shall not be purged from the official personnel file. The above is not meant to make anything grievable that was not previously grievable.
- (1) This provision shall not apply to any documents memorializing a letter of reprimand, a suspension, a reduction in pay not the result of layoff procedures, or a discharge once such actions become final. However, an employee who has been the subject of discipline or discharge may request that such documents be purged from his/her files after three (3) years from the date of such action, and the parties may mutually agree to such purging at any time, including when the discipline is initiated.
- (2) If the Union chooses to admit in an arbitration any or all portions of a performance report of an employee, CSEA may admit any performance reports of the employee, notwithstanding the above.

#### **SECTION 5 — ADMINISTRATIVE LEAVE**

CSEA management staff may place an employee on administrative leave with pay for a period of up to thirty (30) days to investigate acts or conduct justifying discharge which an employee is suspected of doing, prior to filing formal charges or to remove from the job site, employees against whom an action of discharge has been taken. Should no disciplinary

action be instituted or taken, any notes or records of the investigation shall be removed from the employee's personnel file.

## **SECTION 6 — WORK RULES**

CSEA shall have the right to establish, amend and repeal reasonable Work Rules relating to employee conduct not in conflict with this Agreement. Said rules shall be incorporated herein in their entirety by this reference. CSEA shall reissue Work Rules annually and each employee shall sign a form provided by CSEA to acknowledge that he/she has received and read the Work Rules. If CSEA establishes or amends a Work Rule, CSEA will provide the Union with this information. Upon request from the Union, CSEA will negotiate with the Union about the proposed changes. In the event of an impasse, there shall be no mediation of the dispute and CSEA will be free to implement the new or revised Work Rule. Nothing in this Section shall prevent the Union from subsequently filing a grievance which may be referred to arbitration challenging the interpretation or application of the Rule, or the reasonableness of the Rules as applied to a particular factual situation.

## **SECTION 7 — EMPLOYEE ASSISTANCE**

In cases where CSEA management staff alleges that an employee is having one or more deficiencies in job performance, and the employee raises as a defense or explanation that he/she is experiencing problems due to substance abuse which adversely affects job performance the following shall occur:

- (A) Prior to instituting disciplinary action, or as an alternative to discipline, CSEA management staff will direct the employee to utilize the Employee Assistance Program provided in Article 14 of this Agreement. Upon completion of the Employee Assistance Program the employee will provide CSEA management staff with a satisfactory demonstration that his/her problem has been resolved as it relates to on-the-job duties.
- (B) In the case of first offenses of this nature, CSEA management staff shall waive disciplinary action. Thereafter, substance abuse shall not constitute grounds for waiver of disciplinary action under Section 1 of this Article, subject to the "just cause" standard of that Section.



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# **ARTICLE 9 -- EMPLOYEE REPRESENTATION**

## **SECTION 1 — BULLETIN BOARDS**

- (A) CSEA shall provide Bulletin Boards, at locations to be designated by CSEA on each of the premises located within the State of California, for the purpose of posting official Union notices, announcements, bulletins, flyers and newspapers.
- (B) The Union agrees that no Union notices shall be posted in any area other than on the official Bulletin Boards designated for such purpose. The Union agrees that Union material posted will not be defamatory or obscene.

## **SECTION 2 — USE OF CSEA FACILITIES AND EQUIPMENT**

Subject to availability, CSEA and/or its Affiliates will permit the Union to utilize its facilities and equipment as available for the Union's bulletins, "flyers" and newspaper, provided such privileges are not abused.

## **SECTION 3 — UNION OFFICERS AND REPRESENTATIVES**

CSEA recognizes and shall deal fairly and equitably with all Union officers and representatives on all matters relating to grievances and interpretations of this Agreement. A written list of all such Union officers and representatives, including names and mailing addresses, shall be furnished to CSEA at least annually, and the Union shall promptly notify CSEA of any interim changes of such officers and representatives.

## **SECTION 4 — RELEASE TIME**

An employee who is duly authorized by the Union as an officer or representative as defined in Section 3 of this Article shall be granted a reasonable and necessary amount of time away from assigned duties, without loss of pay, to confer with CSEA employees and management in the investigation, processing and settlement of complaints as defined in Articles 10 and 11. Such time shall be recorded under the appropriate charge code on the officer's and/or representative's time/ activity reporting form. Authorized Union representatives will inform their supervisor, in advance, of their absence for the purpose defined in this Subsection.

## **SECTION 5 — PERSONNEL FILES**

Material in an employee's personnel file will not be released to anyone except as authorized in writing by the employee, provided that such material will be available for inspection and use by CSEA Management. Except as provided above, specific documents contained within personnel files of employees in the bargaining unit may be inspected by the Union only if said documents relate to the specific pending or potential grievance. The Union representative must specify the nature of the problem and the specific materials needed. A copy of any material inserted in the personnel file shall be given to the employee. Within thirty (30) days of receipt of such material, or of learning of the existence of material in a personnel file, an employee may submit a written

rebuttal to such material. Said rebuttal shall be dated and signed by the employee and identify the document(s) being rebutted.

### **SECTION 6 — UNION PRESIDENT**

The Union president and his/her authorized representative shall be granted time away from assigned duties without loss of pay to travel to and meet with the Union members at all CSEA offices four (4) times a year for a total of no more than eight (8) days per year. The expense of such trips shall be borne by the Union.

### **SECTION 7 — EMPLOYEE INFORMATION**

(A) Within twenty-one (21) days after a new employee begins work at CSEA, and thereafter as changes become known to it, CSEA shall furnish the Union in writing the following information for each new employee:

- Name and address;
- Date of hiring;
- Classification; and
- Monthly rate of pay.

(B) CSEA shall provide each affected employee with a copy of all personnel transaction documents affecting said employee within twenty-one (21) days of the effective date.

# ARTICLE 10 -- GRIEVANCE PROCEDURE

## SECTION 1 — COVERAGE AND SCOPE

This shall be the exclusive procedure available to employees for the resolution of grievances as defined in Section 2(A) of this Article and for the Union as defined in Section 2(B) of this Article.

- (A) Nothing in this Agreement shall be construed as precluding discussion between an employee and his/her designated representative and his/her immediate supervisor about a matter of concern to either of them.
- (B) Once a matter has been made the subject of a grievance under this procedure, nothing in this Agreement shall preclude either party to this Agreement from attempting to resolve the grievance informally.
- (C) A grievance that originates in a department of an Affiliate may only be resolved by a supervisor or administrator from that Affiliate.
- (D) A grievance that originates in Central Support may only be resolved by a supervisor from Central Support or the CSEA General Manager.
- (E) A grievance affecting employees in more than one Affiliate, or in one or more of the Affiliates and Central Support, shall be filed directly at STEP 3 with the General Manager of CSEA, with copies concurrently delivered to the appropriate Affiliate Administrator(s).
- (F) Grievance settlements shall be binding only on the entity entering into the settlement.

## SECTION 2 — TYPES OF GRIEVANCES

- (A) An employee grievance is a complaint by an employee or group of employees concerning the interpretation, application and/or violation of this Agreement; or the interpretation or application of CSEA Work Rules; or the alleged commission of an unfair labor practice by CSEA or an Affiliate.
- (B) A grievance by the Union is a complaint concerning the interpretation, application and/or violation of this Agreement; or the interpretation or application of CSEA or Affiliate Work Rules; or the alleged commission of an unfair labor practice by CSEA or an Affiliate. In the case of a Union grievance, the Parties will waive STEP 1 of this procedure; and an authorized Union Officer shall present the grievance in writing at STEP 2.
- (C) Appeals of discipline and discharge shall be filed at STEP 2 of the grievance procedure, in accordance with Article 8. Such appeals shall be filed within ten (10) days of delivery of written notice of the proposed action.

- (D) If the Union requests Expedited Arbitration under Article 11, Section 3, the following shall occur: The parties shall meet within ten (10) days of receipt of the filing at STEP 2. The Union shall discuss in detail its factual and legal contentions, including the requested remedy. Management will respond similarly. The parties shall initiate the process of selecting an arbitrator and choosing a hearing date(s) during the twenty (20) days immediately following the Union's filing at STEP 2. Such process shall not interfere with or delay the attempts to resolve the dispute by mutual agreement within the twenty (20) day period. The arbitration shall not be held within the twenty (20) day period, except by mutual agreement.

### **SECTION 3 — WHO MAY INSTITUTE GRIEVANCES**

- (A) The Union may initiate a grievance on its own behalf as defined in Section 2(B) of this Article. Any such grievance must bear the signature of a Union official or representative.
- (B) A grievance under this Article may be initiated by employees either singly or jointly or by the Union on behalf of employee(s). Any such grievance must bear the signature(s) of the aggrieved employee(s).

### **SECTION 4 — REPRESENTATION**

- (A) An employee may initiate and pursue any grievance concerning a dispute between the employee and CSEA or an Affiliate through STEP 2. Any written statement of a grievance shall be delivered to the Union on the same day as delivered to CSEA or the appropriate Affiliate. Any written response by CSEA or an Affiliate to a grievance shall be delivered to the Union on the same day as delivered to an employee. The Union shall have the right to have its representative present at any proceeding or meeting held to investigate or settle a grievance brought by an employee. CSEA or an Affiliate shall give the Union two (2) days' notice of the time and place of any proceeding or meeting with an employee. CSEA or an Affiliate and employee shall not settle a grievance on terms contrary to this Agreement without the consent of the Union. Nothing in this Section shall permit the Union to participate in a grievance initiated by an employee or prohibit an employee from designating a representative of his or her choice.
- (B) Whenever in this Article a right is given a grievant, the right may be exercised by the grievant's representative. Whenever in this Article a grievant is entitled to a meeting, the grievant's representative shall have a right to be present and participate in the meeting. Whenever in this Article delivery is required to the grievant, delivery shall be effective if made to the grievant's representative. Whenever in this Article delivery is required to a designated manager of CSEA or an Affiliate, delivery shall be effective when made to the office of the designated manager.
- (C) The grievant shall be allowed such time as is reasonable and necessary during working hours to investigate, prepare for and pursue any grievance as provided in this Article without loss of pay. It is understood that the grievant shall (1) provide his/her supervisor with advance notice and request for such time; (2) that such request will not

be arbitrarily withheld by CSEA or an affiliate; and (3) that such time shall be charged on the grievant's time/activity reporting form to the designated program code.

## **SECTION 5 — PROCEDURE**

(A) A grievance filed at STEP 2 (Formal STEP) of this procedure shall be presented in writing. The statement need not be in any particular form but shall set forth the facts of a dispute in clear and concise language in sufficient detail to enable the Parties to understand the nature of the grievance, including the applicable contract provisions, work rules, and/or NLRA unfair labor practice provisions.

### **(B) STEP 1 – Informal Step**

(1) A grievance shall be discussed informally with the immediate supervisor or manager who has the authority to resolve the grievance. The supervisor or manager shall have ten (10) days in which to investigate the dispute and respond to the aggrieved employee and/or designated representative.

### **(C) STEP 2 – Formal Step**

A grievance must be presented in writing within thirty (30) days of when the employee or the Union had learned or may reasonably have been expected to have learned of its cause or within 20 days of receipt of an unfavorable response at Step 1. Presentation shall consist of delivery of the written grievance to the General Manager of CSEA, except that in cases where the grievant works for an affiliate organization, the grievance shall be presented to the administrator of that affiliate organization at Step 2. The General Manager or the affiliate administrator shall within fifteen (15) days of receipt of the grievance, investigate the grievance, and give his/her decision in writing to the grievant and the Union. Prior to rendering a STEP 2 decision, the General Manager or the affiliate administrator or his/her designee, upon request by the Union, shall meet with the grievant and his/her representative either personally or by telephonic conference.

### **(D) STEP 3 – Arbitration**

A grievance may be appealed to Arbitration by the Union within fifteen (15) days of either (1) receipt of an unfavorable response by the aggrieved employee(s) or the Union at STEP 2 or if no timely response is made at STEP 2, within thirty (30) days after the grievance was presented at STEP 2. Such appeal shall consist of submitting a written demand to the General Manager of CSEA or to the appropriate affiliate administrator. Any appeal to Arbitration by the Union shall be copied to the General Manager of CSEA.

## **SECTION 6 — MODIFICATION OF PROCEDURE**

(A) The time limits delineated in this Article may be extended by mutual written agreement of the Parties at that STEP.

(B) The Parties at any STEP may mutually agree in writing to waive that STEP of this procedure.

**SECTION 7 — FULL DISCLOSURE**

The Union and CSEA shall each have a mutual obligation upon demand to disclose to the other any fact or information relevant to the grievance and known to the Party.

**SECTION 8 — VIOLATION OF NO STRIKE/NO LOCKOUT**

The Union or CSEA may directly initiate an Arbitration of any claimed violation of Article 4 (No Strike - No Lockout) pursuant to the Procedures of Article 11.

**SECTION 9 — EXCEPTIONS TO NO STRIKE/NO LOCKOUT**

The Union and CSEA shall abide by the provisions of Article 4 (No Strike - No Lockout) pending the initiating, processing and settlement of a grievance provided that a strike or lockout may be used to enforce an Arbitration award.

# ARTICLE 11 -- ARBITRATION

## SECTION 1 — PERMANENT PANEL

The Parties agree that, when available, the following individuals shall serve as Arbitrators with respect to any and all disputes which may arise between the parties.

- John Kagel
- Catherine Harris
- Tom Angelo
- Douglas Collins
- Matthew Goldberg
- Carol Vendrillo
- John LaRocco
- Barry Winograd
- Michael Rappaport

## SECTION 2 — SELECTION

The Parties shall select from the list of permanent Panelists listed in Section 1 (above). The selection shall be made by each Party alternately striking from the list until one name remains. The striking shall occur within ten (10) working days of receipt, by the General Manager or the appropriate affiliate administrator, of the Union's written demand to choose an arbitrator. Alternatively, by mutual agreement, the Parties may select an individual arbitrator or by using the alternate striking method, from a list of available arbitrators provided by the State Mediation and Conciliation Service.

## SECTION 3 — EXPEDITED ARBITRATION

- (A) The Union may elect to initiate Arbitration pursuant to the Expedited Arbitration rules of any grievance except a grievance concerning disciplinary action, discharge, layoff, or other matter involving termination of employment, provided the requirements of Article 10 (Grievance Procedure) are satisfied.
- (B) The Union and CSEA or the appropriate affiliate administrator may initiate an expedited Arbitration as provided in Article 10, Section 2 (D).
- (C) In an Expedited Arbitration proceeding the Arbitrator shall make his/her findings and award immediately upon the conclusion of the hearing.

## SECTION 4 — HEARING

- (A) The Arbitration hearing shall be conducted under the Rules of the American Arbitration Association.
- (B) Each Party shall bear the expense of its representatives, participants, witnesses, and for the preparation and presentation of its own case. The fees and expenses incidental to the Arbitration hearing shall be borne equally by the Parties. The costs of



a stenographic record shall be borne by the Party requesting a stenographic transcript. If the Arbitrator requests a stenographic transcript, the costs shall be borne equally by the parties. CSEA or the appropriate affiliate shall bear the expense of the time of any witness employed by CSEA. Section 4 (C) of Article 10 shall apply to Arbitration proceedings.

(C) The Parties agree to the rights of discovery under the laws of the State of California, provided that any issue concerning right of discovery shall be subject to Arbitration.

## **SECTION 5 — SCOPE**

Only those grievances pertaining to the interpretation, application and/or violation of the Agreement, or CSEA Work Rules or unfair labor practices are arbitrable. The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the Parties have expressly agreed, in writing, to give his/her specific authority to do so, or to make an award which has this effect. The award of the Arbitrator so made shall be final and binding on the Parties.

Except in the case of separation of employment, the provisions of this Article shall apply to intermittent and temporary employees as defined in Article 5, Section 8, of this Agreement.

# ARTICLE 12 -- LEAVES

## SECTION 1 — SICK LEAVE

- (A) Full and part-time nonexempt and part-time exempt employees shall accumulate sick leave credit at the rate of .0462 hours per hour paid to a maximum of 3.70 hours per pay period.
- (B) Full-time exempt employees shall accumulate sick leave credit at the rate of 3.70 hours per pay period.
- (C) Employees are eligible to use sick leave as earned for illness in the household or in the immediate family (spouse, domestic partner, children, parents, sisters and brothers, mother and father-in-law, daughter- and son-in-law, step-mother and father, step-children, step-brothers and sisters, grandparents and grandparents-in-law and step grandparents and grandchildren).
- (D) All employees may use sick leave for sickness as needed on regular workdays or during previously scheduled vacation periods without loss of vacation credits. Earned sick leave may be used for maternity leave for periods of disability as certified by the attending physician.
- (E) Accumulation of sick leave shall be unlimited.
- (F) Employees on unpaid leave as defined under this article (Section 8) shall not accumulate sick leave, vacation credits or floating holiday credits until the employee returns to work.
- (G) For purposes of wage replacement programs, employees must use available sick leave, credits while on leave, including the unpaid portion of any income replacement benefits, such as workers' compensation, state disability or paid family leave benefits. All employees using sick leave, vacation credits or floating holiday credits during a leave of absence will accrue sick leave and vacation credits on a prorated basis, dependent on number of hours used.

## SECTION 2 — BEREAVEMENT LEAVE

An employee shall be granted bereavement leave with pay, not to exceed five (5) working days because of a death in the employee's household or of an immediate family member of the employee, (as defined in Section 1(C) of this Article), or his/her aunt or uncle.

- (A) Two (2) days of such leave shall be charged against the employee's sick leave balance if sufficient time is available. Such charge shall occur only after the third day of bereavement leave.
- (B) If insufficient time is available in the sick leave balance, CSEA shall make up the difference.

- (C) Except as specified in Section 2(A) of this Article, such leave shall not be charged to any other leave and shall not be cumulative.
- (D) The immediate supervisor shall allow additional time if required. Such time shall be charged against the employee's sick leave balance.

### **SECTION 3 — VERIFICATION OF ABSENCES**

- (A) Approval of employee use of sick leave shall be made by the appropriate administrator/ manager and approval may be subject to substantiation.
- (1) Such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis. If the appropriate administrator/manager does not consider the evidence adequate, the request for sick leave shall be disapproved.
  - (2) Such substantiation normally shall not require a physician's or licensed practitioner's verification in absences of less than three (3) consecutive days, except as follows:
    - (a) The employee has a demonstrable pattern of sick leave abuse; or
    - (b) The administrator/manager believes the absence was for an unauthorized reason.
- (B) Each employee shall notify his/her manager or designee at least one (1) hour prior to the opening of his/her assigned office or at least one (1) hour prior to any scheduled appointments or meetings, whichever is sooner, of an absence for sick leave. Projected sick leave days for medical appointments shall be provided to the appropriate administrator/ manager with as much advance notice as possible.
- (C) Return to work after any prolonged illness/injury will require that the employee provide a medical release to perform the full range of duties of the employee's position. Should there be any limitations upon the employee's ability to do the job, such limitations need to be specified in writing on the release to work form. The availability of limited work will be at the discretion of the appropriate administrator. Where limited work is denied, the reason shall be provided to the employee in writing and the provisions of Article 5, Section 18 shall apply.
- (D) When an employee has a pattern of sick leave usage of concern to the administrator/ manager, the employee may be given written instructions to provide verification of sick leave use for future absences, including sick leave usage to care for family members. These instructions shall state the reasons for the action and the duration of the verification requirement. Upon expiration of this term, the employee's sick leave usage shall be evaluated to determine if sufficient improvement has been made or if disciplinary action shall be taken.

**SECTION 4 — PERSONAL TIME OFF/PAID TIME OFF**

- (A) Non-exempt employees may use up to eight (8) hours paid time off during each calendar year which is not charged to the employees' leave credits. Paid time off shall not be cumulative. To receive such "paid time", employees must give prior notice and such time must not interfere with necessary business activities.
- (B) Non-exempt employees may use up to twenty-four (24) hours of accumulated sick leave during each calendar year for personal time off. Personal time off shall not be cumulative. To receive such "personal time" employees must give prior notice and such time must not interfere with necessary business activities.

**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
- July 4
- First Monday in September
- November 11
- Thanksgiving
- Day after Thanksgiving
- December 24
- December 25
- December 31
- 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 a holiday falls on a Saturday, employees shall be entitled to the preceding Friday as a holiday with pay.

(C) If an employee works on a holiday to meet the needs of the employer, she/he will receive holiday credit for that day.

(D) When a holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday.

(E) Any employee may be granted leave as necessary on the day where a statewide election is scheduled provided the employee executes an affidavit or a declaration under penalty of perjury stating that such time is necessary for him/her to be able to

vote. Such leave shall not be charged to any other employee leave and shall not be cumulative.

- (F) Employees on unpaid leave as defined under this article (Section 8) shall not accumulate sick leave, vacation credits or floating holiday credits until the employee returns to work.

**SECTION 6 — CALCULATION OF LEAVE PAY**

- (A) Employees shall be paid up to eight (8) hours per day for sick leave, bereavement leave and holidays as specified in Sections 1, 2 and 5 of this Article in accordance with the following formula:

$$\text{(Leave Pay = Number of hours paid in previous 2 pay periods/160)}$$

- (B) Notwithstanding Section 6(A) of this Article, all permanent full-time employees on the payroll shall receive eight (8) hours of leave pay pursuant to this Section.

**SECTION 7 — VACATION**

- (A) All employees are entitled to vacation pay in accordance with the following schedule:

<b>Length of Service</b>	<b>Rate of Vacation Accumulation</b>
7 - 36 months (3 years)	12 days per year
37 - 120 months (10 years)	16 days per year
121 - 180 months (15 years)	20 days per year
181 - 240 months (20 years)	22 days per year
241 months and over	24 days per year

- (B) Vacation is accumulated at the following rate:

<b>LENGTH OF SERVICE</b>	<b>PART-TIME EXEMPT AND ALL NONEXEPT EMPLOYEES</b>	<b>EXEMPT FULL TIME EMPLOYEES</b>
7 – 36 months (3 years)	.04615 hours per hr. paid up to a maximum of 8 hours per month	8 hours per month
37 – 120 months (10 years)	.06154 hours per hr. paid up to a maximum of 10.67 hours per month	10.67 hours per month
121 – 180 months (15 years)	.07692 hours per hr. paid up to a maximum of 13.33 hours per month	13.33 hours per month
181 – 240 months (20 years)	.08462 hours per hr. paid up to a maximum of 14.67 hours per month	14.67 hours per month
240 months and over	.09231 hours per hr. paid up to a maximum of 16 hours per month	16 hours per month

(C) Notwithstanding the accumulation schedule above, employees shall not receive any vacation pay until the employee has completed a minimum of six (6) months of employment.

(D) Any employee whose vacation time includes a holiday shall not be charged a day of vacation for such holiday.

(E) Vacation Accrual

(1) Effective December 1, 2013, employees may accrue up to 300 hours of vacation. Once an employee's vacation balance reaches 300 hours, the employee shall not accrue any additional vacation until his/her balance falls below 300 hours.

(F) Vacation requests must be approved in advance.

(1) During the month of January of each calendar year, the employee shall submit, in writing, his/her vacation request(s) for that calendar year. Such vacation request(s) shall be approved unless the employee's absence would create a serious and harmful impact on CSEA. CSEA will act on all vacation requests and notify the employee by the fifth (5th) working day of February, but in no instance less than five (5) working days before the commencement of the vacation.

(2) Employees whose initial vacation request(s) are denied under the provisions of Section 7 (F)(1) may submit an alternative request(s) under provisions of that Section.

(3) Modifications of initial vacation requests or requests made at times other than January of each calendar year must be submitted in writing and shall not be unreasonably denied.

(4) In the event two (2) or more employees in the same operational unit request the same vacation period and CSEA's operational needs do not allow all of the employees requesting the same vacation to be absent from the job, CSEA will request the impacted employees to attempt to work out the conflict among themselves. If the affected employees are unable to work out an acceptable solution, CSEA will approve the requested vacations in order of CSEA seniority. Employees whose requests are not approved under this Section may request alternative vacation periods under provisions of Section 7(F)(1).

(5) CSEA may cancel vacations approved pursuant to Sections 7(F)(1) and 7(F)(4) only if a serious and harmful impact on CSEA will result if the employee(s) are allowed to take the vacation(s). However, in no instance shall CSEA cancel an approved vacation within thirty (30) days of the commencement of the vacation.

(6) CSEA will also establish, with the input from affected employees, a reasonable plan for maintaining the necessary level of services during such absences.

- (G) Upon termination of employment, an employee (or his/her estate in the case of death) shall receive accrued vacation pay.
- (H) Twice annually, employees may elect to take a maximum of thirty (30) hours of vacation in the form of salary, provided that a vacation balance of forty (40) hours is maintained. Additional payouts will be at management discretion.

## **SECTION 8 — UNPAID LEAVE OF ABSENCE**

- (A) A permanent employee may be granted a leave of absence without pay for a specific period of time upon establishment of a good and sufficient cause for such leave; provided that such leave does not interfere with the business needs of CSEA.
- (B) CSEA shall not deny a request for a leave of absence for:
- As provided in Section 9 of this Article
  - Maternity (birth, adoption or foster care placement of child) - up to one (1) year
  - Paternity (birth, adoption or foster care placement of child) - up to one (1) year
  - Medical Reasons, as certified by a medical doctor or licensed practitioner and meeting the same definition for prolonged incapacity or chronic health conditions as defined by Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL)- up to eighteen (18) months. This provision shall not affect persons on leave as of the effective date of this agreement
  - Performing duties pursuant to holding office in the Union
  - Care for a seriously ill parent, spouse, domestic partner or child, as certified by a medical doctor or licensed practitioner and meeting the same definition for prolonged incapacity or chronic health conditions as defined by Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) - up to twelve (12) weeks
- (C) Continuity of service shall not be broken by unpaid leaves of absence. However, except as provided by law in the case of maternity leave, paternity leave, medical leave and leave to care for a seriously ill parent, spouse, domestic partner or child, the time spent while on such leaves shall not count as service time for any purpose.
- (D) CSEA shall continue to pay the employer's contributions to the Health and Welfare plans, for up to a maximum of six (6) months, for employees on paid or unpaid leave of absence for reasons of disability, maternity, paternity or to care for a seriously ill parent, spouse, domestic partner or child.
- (E) Upon written request of the employee, CSEA shall provide a system for the continued payment of his/her insurance premiums during the period of an unpaid leave of absence.

Except as provided by law and by this Agreement, during this period, the employee must pay both the employee's and employer's contributions. CSEA shall not advance such payments. The employee must pay CSEA Accounting for all contributions prior

to the date each payment is due. Failure to pay such premiums will result in coverage lapsing unless the employee makes other arrangements. Additional administrative costs shall be borne by CSEA.

## **SECTION 9 — MILITARY LEAVE**

- (A) Any permanent or probationary CSEA employee who enters or enlists in the recognized military obligation shall be granted a leave of absence for the entire period of such service. The first thirty (30) days of this leave shall be with pay. If he/she returns within ninety (90) days of his/her release from said service, he/she shall be reinstated to the position in the classification he/she would have received and with the same vacation schedule credit as if his/her military service had been continuous satisfactory CSEA service. This entitlement shall not apply to any employee who voluntarily extends his/her enlistment while he/she is in military service.
- (B) Any permanent or probationary CSEA employee who is a member of the California National Guard or the Reserve of any United States military service and who is ordered to active duty for training or other purposes shall be paid his/her CSEA pay for the first thirty (30) days after his/her period of extended active duty commences or for not more than thirty (30) days a year of ordered active duty for training purposes. Routinely scheduled weekly, monthly drills of military reserve units do not qualify for pay under this Section.
- (C) An employee who is hired or promoted into a position to replace another employee who is on military leave shall be informed that he/she serves in the position subject to the reinstatement of the employee who is on military leave. When he/she is displaced by said reinstatement, the replacement employee may exercise his/her layoff rights and privileges under the regular layoff procedures if there are other employees in the classification but not displace the employee who has been reinstated from military leave. If he/she is unable to displace another employee in the class through the layoff procedure or in a lower class by demotion in lieu of layoff, he/she shall be placed on a reemployment list for the class.
- (D) State and Federal Laws that provide a greater benefit to the employee shall supersede sections of this Article.

## **SECTION 10 — HARDSHIP LEAVE ACCOUNT**

A Hardship Leave Account shall be administered by a committee established by the Union. The hours in the Account shall be used, as determined by the committee, to supplement the sick leave balances of employees whose personal sick leave balances are exhausted. The hours in the Account may be supplemented by contributions, on an hour-for-hour basis, from employees' vacation banks. Additionally, the hours in the account may be supplemented by contribution on an hour for hour basis from employee's sick leave bank up to sixty (60) hours per employee per calendar year.



**SECTION 11 — JURY DUTY**

An employee shall be allowed time off without loss of compensation when required to report and serve, or be present to serve, on jury duty. If payment is made for such time off, the employee is required to remit to CSEA the jury fees received.

# ARTICLE 13 -- SALARY GRADES AND CLASSIFICATIONS

## SECTION 1 — CLASSIFICATIONS AND SALARY RANGES

### Grades and Classifications Salary Range effective 1/2/2021 to 1/7/2022

Classification	1	2	3	4	5	6	7	8	9	10	11	
Accountant	5002	5202	5410	5627	5852	6086	6329	6582	6845	7120	7405	E
Account Technician	3026	3147	3273	3404	3540	3681	3829	3983	4142	4307	4480	N
Administrative Assistant	3730	3879	4034	4195	4363	4537	4720	4908	5104	5309	5521	N
Administrative Technician	3551	3694	3842	3995	4155	4321	4493	4674	4861	5055	5257	N
Attorney	6935	7213	7501	7801	8113	8438	8775	9126	9491	9870	10265	E
Communication Specialist	5002	5202	5410	5627	5852	6086	6329	6582	6845	7120	7405	E
Computer Support Technician I	3026	3147	3273	3404	3540	3681	3829	3983	4142	4307	4480	N
Computer Support Technician II	3551	3694	3842	3995	4155	4321	4493	4674	4861	5055	5257	N
Computer Support Specialist	5002	5202	5410	5627	5852	6086	6329	6582	6845	7120	7405	E
Customer Services Technician	3730	3879	4034	4195	4363	4537	4720	4908	5104	5309	5521	N
Database Administrator	6318	6571	6833	7106	7391	7687	7995	8314	8646	8992	9352	E
Driver, Mail Machine Operator, Courier	2551	2653	2760	2869	2985	3105	3228	3358	3492	-	-	N
Employee Benefits Representative	5002	5202	5410	5627	5852	6086	6329	6582	6845	7120	7405	E
Employee Benefits Technician	3026	3147	3273	3404	3540	3681	3829	3983	4142	4307	4480	N
General Worker	2318	2411	2508	2607	2713	2820	2933	3051	3173	3299	3431	N
Graphics/Composition Technician	3823	3976	4135	4300	4472	4650	4837	5030	5231	5441	5659	N
Labor Relations Representative	5243	5452	5671	5897	6133	6378	6634	6899	7175	7463	7761	E
Legal Assistant (Graduate)	2981	3100	3224	3353	3488	3628	3772	3923	4080	4244	4413	E
Legal Secretary	3501	3641	3787	3938	4096	4259	4430	4608	4791	4983	5182	N
Legislative Advocate	5860	6094	6338	6591	6855	7130	7414	7711	8019	8341	8674	E
Legislative Secretary	3176	3303	3435	3573	3716	3864	4019	4180	4347	4521	4702	N
Member Resource Center Representative	4372	4547	4730	4918	5115	5320	-	-	-	-	-	N
Membership Data Technician	3026	3147	3273	3404	3540	3681	3829	3983	4142	4307	4480	N
Office Assistant	2318	2411	2508	2607	2713	2820	2933	3051	3173	3299	3431	N
Office Technician	2551	2653	2760	2869	2985	3105	3228	3358	3492	3631	3776	N
Organizer in Training	4372	4547	4730	4918	5115	5320	-	-	-	-	-	E
Payroll Services Technician I	3179	3306	3438	3575	3718	3867	4022	4183	4350	4524	4705	N
Payroll Services Technician II	3551	3694	3842	3995	4155	4321	4493	4674	4861	5055	5257	N
Political/Community Organizer	5049	5251	5461	5679	5907	6143	6388	6644	6910	7186	7473	E
Program Specialist -Benefit Services	5002	5202	5410	5627	5852	6086	6329	6582	6845	7120	7405	E
Program Specialist -Computer Services	5002	5202	5410	5627	5852	6086	6329	6582	6845	7120	7405	E
Program Specialist -Special Services	5002	5202	5410	5627	5852	6086	6329	6582	6845	7120	7405	E
Programmer	5002	5202	5410	5627	5852	6086	6329	6582	6845	7120	7405	E
Receptionist	2428	2526	2626	2732	2840	2955	3072	3195	3323	3456	3595	N
Research Analyst	5002	5202	5410	5627	5852	6086	6329	6582	6845	7120	7405	E
Research Assistant	3229	3358	3492	3632	3778	3929	4086	4249	4419	4595	4779	E
Secretary, Range A	3026	3147	3273	3404	3540	3681	3829	3983	4142	4307	4480	N
Secretary, Range B	3177	3304	3436	3574	3717	3866	4021	4181	4349	4523	4703	N
Secretary, Range C (Former Range B)	3335	3469	3607	3752	3902	4058	4220	4389	4565	4748	4938	N
Senior Accountant	5860	6094	6338	6591	6855	7130	7414	7711	8019	8341	8674	E
Senior Account Technician	3176	3303	3435	3573	3716	3864	4019	4180	4347	4521	4702	N
Senior Analyst	5580	5803	6036	6276	6527	6788	7060	7343	7636	7942	8260	E
Senior Attorney	7646	7952	8270	8600	8945	9303	9674	10062	10464	10883	11318	E
Senior Communications Specialist	5504	5724	5953	6191	6439	6696	6964	7242	7532	7833	8147	E
Senior Database Administrator	7581	7885	8199	8528	8869	9224	9593	9977	10376	10790	11222	E
Senior Education Development/Training	5860	6094	6338	6591	6855	7130	7414	7711	8019	8341	8674	E
Senior Labor Relations Representative	5860	6094	6338	6591	6855	7130	7414	7711	8019	8341	8674	E
Senior Office Assistant	2759	2869	2984	3103	3227	3357	3490	3630	3775	3927	4084	N
Senior Office Technician	3026	3147	3273	3404	3540	3681	3829	3983	4142	4307	4480	N
Senior Political/Community Organizer	5860	6094	6338	6591	6855	7130	7414	7711	8019	8341	8674	E

Senior Programmer	7120	7404	7701	8009	8329	8662	9009	9369	9744	10134	10539	E
Senior Research Analyst	5860	6094	6338	6591	6855	7130	7414	7711	8019	8341	8674	E
Senior Union Representative/Organizer	7274	7566	7868	8183	8510	-	-	-	-	-	-	E
Union Representative/Organizer	5315	5528	5749	5980	6218	6405	6726	6994	-	-	-	E
Web Designer	4300	4472	4650	4836	5030	5231	5441	5658	5884	6120	6364	E
Webmaster	6191	6439	6696	6964	7243	7533	7834	8147	8473	8812	9165	E

“E” – Exempt from the overtime provisions of the Fair Labor Standards Act

“N” – Nonexempt from the overtime provisions of the Fair Labor Standards Act

**ARTICLE 13 Grades and Classifications**  
**Salary Range effective 1/8/2022 to 1/6/2023\***

\*Subject to Contract provisions

Classification	1	2	3	4	5	6	7	8	9	10	11	
Accountant	5202	5410	5626	5852	6086	6329	6582	6845	7119	7405	7701	E
Account Technician	3147	3273	3404	3540	3682	3829	3982	4142	4307	4480	4659	N
Administrative Assistant	3879	4034	4196	4363	4538	4719	4908	5104	5308	5521	5742	N
Administrative Technician	3694	3841	3995	4155	4321	4494	4673	4861	5055	5257	5467	N
Attorney	7212	7501	7801	8113	8438	8776	9126	9491	9870	10265	10676	E
Communication Specialist	5202	5410	5626	5852	6086	6329	6582	6845	7119	7405	7701	E
Computer Support Technician I	3147	3273	3404	3540	3682	3829	3982	4142	4307	4480	4659	N
Computer Support Technician II	3694	3841	3995	4155	4321	4494	4673	4861	5055	5257	5467	N
Computer Support Specialist	5202	5410	5626	5852	6086	6329	6582	6845	7119	7405	7701	E
Customer Services Technician	3879	4034	4196	4363	4538	4719	4908	5104	5308	5521	5742	N
Database Administrator	6571	6834	7106	7391	7686	7994	8314	8646	8992	9352	9726	E
Driver, Mail Machine Operator, Courier	2653	2759	2870	2984	3104	3229	3357	3492	3632	-	-	N
Employee Benefits Representative	5202	5410	5626	5852	6086	6329	6582	6845	7119	7405	7701	E
Employee Benefits Technician	3147	3273	3404	3540	3682	3829	3982	4142	4307	4480	4659	N
General Worker	2411	2508	2608	2712	2821	2933	3051	3173	3300	3431	3569	N
Graphics/Composition Technician	3975	4135	4300	4472	4651	4836	5031	5231	5441	5659	5885	N
Labor Relations Representative	5452	5670	5897	6133	6378	6633	6899	7175	7462	7761	8071	E
Legal Assistant (Graduate)	3101	3224	3353	3487	3627	3773	3923	4080	4243	4413	4590	E
Legal Secretary	3641	3787	3938	4095	4260	4430	4607	4792	4983	5182	5389	N
Legislative Advocate	6094	6338	6592	6855	7130	7415	7711	8020	8340	8674	9021	E
Legislative Secretary	3303	3435	3572	3716	3865	4019	4179	4347	4521	4702	4890	N
Member Resource Center Representative	4547	4729	4919	5115	5320	5533	-	-	-	-	-	N
Membership Data Technician	3147	3273	3404	3540	3682	3829	3982	4142	4307	4480	4659	N
Office Assistant	2411	2508	2608	2712	2821	2933	3051	3173	3300	3431	3569	N
Office Technician	2653	2759	2870	2984	3104	3229	3357	3492	3632	3776	3927	N
Organizer in Training	4547	4729	4919	5115	5320	5533	-	-	-	-	-	E
Payroll Services Technician I	3306	3438	3576	3718	3867	4022	4183	4350	4524	4705	4893	N
Payroll Services Technician II	3694	3841	3995	4155	4321	4494	4673	4861	5055	5257	5467	N
Political/Community Organizer	5251	5461	5680	5907	6143	6389	6644	6910	7187	7473	7772	E
Program Specialist -Benefit Services	5202	5410	5626	5852	6086	6329	6582	6845	7119	7405	7701	E
Program Specialist -Computer Services	5202	5410	5626	5852	6086	6329	6582	6845	7119	7405	7701	E
Program Specialist -Special Services	5202	5410	5626	5852	6086	6329	6582	6845	7119	7405	7701	E
Programmer	5202	5410	5626	5852	6086	6329	6582	6845	7119	7405	7701	E
Receptionist	2525	2627	2731	2841	2954	3073	3195	3323	3456	3595	3738	N
Research Analyst	5202	5410	5626	5852	6086	6329	6582	6845	7119	7405	7701	E
Research Assistant	3358	3492	3632	3777	3929	4086	4249	4419	4596	4779	4970	E
Secretary, Range A	3147	3273	3404	3540	3682	3829	3982	4142	4307	4480	4659	N
Secretary, Range B	3305	3436	3574	3717	3866	4021	4182	4348	4523	4703	4892	N
Secretary, Range C (Former Range B)	3469	3607	3752	3902	4058	4220	4389	4565	4748	4938	5135	N
Senior Accountant	6094	6338	6592	6855	7130	7415	7711	8020	8340	8674	9021	E
Senior Account Technician	3303	3435	3572	3716	3865	4019	4179	4347	4521	4702	4890	N
Senior Analyst	5803	6035	6277	6527	6788	7060	7343	7636	7942	8260	8590	E
Senior Attorney	7952	8270	8601	8944	9303	9675	10061	10464	10883	11318	11771	E
Senior Communications Specialist	5724	5953	6191	6439	6696	6964	7243	7532	7833	8147	8472	E
Senior Database Administrator	7884	8200	8527	8869	9224	9593	9976	10376	10791	11222	11670	E
Senior Education Development/Training	6094	6338	6592	6855	7130	7415	7711	8020	8340	8674	9021	E
Senior Labor Relations Representative	6094	6338	6592	6855	7130	7415	7711	8020	8340	8674	9021	E
Senior Office Assistant	2869	2984	3103	3228	3356	3491	3629	3775	3927	4084	4247	N
Senior Office Technician	3147	3273	3404	3540	3682	3829	3982	4142	4307	4480	4659	N
Senior Political/Community Organizer	6094	6338	6592	6855	7130	7415	7711	8020	8340	8674	9021	E
Senior Programmer	7405	7700	8009	8329	8663	9008	9370	9743	10134	10539	10961	E

Senior Research Analyst	6094	6338	6592	6855	7130	7415	7711	8020	8340	8674	9021	E
Senior Union Representative/Organizer	7565	7868	8183	8510	8850	-	-	-	-	-	-	E
Union Representative/Organizer	5528	5749	5979	6219	6467	6661	6995	7274	-	-	-	E
Web Designer	4472	4651	4836	5030	5231	5441	5659	5885	6120	6364	6619	E
Webmaster	6439	6696	6964	7243	7533	7834	8148	8473	8812	9165	9531	E

“E” – Exempt from the overtime provisions of the Fair Labor Standards Act

“N” – Nonexempt from the overtime provisions of the Fair Labor Standards Act

**ARTICLE 13 Grades and Classifications**  
**Salary Range effective 1/7/2023**

\*Subject to Contract provisions

Classification	1	2	3	4	5	6	7	8	9	10	11	
Accountant	5358	5573	5795	6027	6269	6519	6780	7051	7333	7627	7932	E
Account Technician	3242	3371	3506	3646	3792	3944	4102	4266	4437	4614	4799	N
Administrative Assistant	3995	4155	4321	4494	4674	4860	5056	5257	5467	5687	5914	N
Administrative Technician	3804	3957	4115	4279	4451	4629	4813	5006	5207	5414	5631	N
Attorney	7429	7726	8035	8356	8691	9039	9400	9775	10167	10573	10996	E
Communication Specialist	5358	5573	5795	6027	6269	6519	6780	7051	7333	7627	7932	E
Computer Support Technician I	3242	3371	3506	3646	3792	3944	4102	4266	4437	4614	4799	N
Computer Support Technician II	3804	3957	4115	4279	4451	4629	4813	5006	5207	5414	5631	N
Computer Support Specialist	5358	5573	5795	6027	6269	6519	6780	7051	7333	7627	7932	E
Customer Services Technician	3995	4155	4321	4494	4674	4860	5056	5257	5467	5687	5914	N
Database Administrator	6768	7039	7320	7612	7917	8234	8564	8906	9262	9633	10018	E
Driver, Mail Machine Operator, Courier	2733	2842	2956	3074	3197	3326	3458	3597	3741	-	-	N
Employee Benefits Representative	5358	5573	5795	6027	6269	6519	6780	7051	7333	7627	7932	E
Employee Benefits Technician	3242	3371	3506	3646	3792	3944	4102	4266	4437	4614	4799	N
General Worker	2483	2583	2686	2793	2906	3021	3142	3268	3399	3534	3676	N
Graphics/Composition Technician	4095	4259	4429	4606	4791	4981	5182	5388	5604	5828	6061	N
Labor Relations Representative	5616	5840	6074	6317	6570	6832	7106	7390	7686	7994	8314	E
Legal Assistant (Graduate)	3194	3321	3454	3592	3736	3886	4041	4203	4371	4546	4728	E
Legal Secretary	3750	3900	4056	4218	4387	4563	4745	4936	5132	5338	5551	N
Legislative Advocate	6277	6528	6789	7060	7344	7638	7942	8260	8590	8934	9292	E
Legislative Secretary	3402	3538	3680	3827	3981	4139	4305	4477	4656	4843	5037	N
Member Resource Center Representative	4684	4871	5066	5268	5479	5699	-	-	-	-	-	N
Membership Data Technician	3242	3371	3506	3646	3792	3944	4102	4266	4437	4614	4799	N
Office Assistant	2483	2583	2686	2793	2906	3021	3142	3268	3399	3534	3676	N
Office Technician	2733	2842	2956	3074	3197	3326	3458	3597	3741	3890	4045	N
Organizer in Training	4684	4871	5066	5268	5479	5699	-	-	-	-	-	E
Payroll Services Technician I	3405	3542	3683	3830	3983	4143	4308	4481	4660	4846	5040	N
Payroll Services Technician II	3804	3957	4115	4279	4451	4629	4813	5006	5207	5414	5631	N
Political/ Community Organizer	5408	5624	5850	6084	6327	6581	6843	7117	7402	7698	8005	E
Program Specialist -Benefit Services	5358	5573	5795	6027	6269	6519	6780	7051	7333	7627	7932	E
Program Specialist -Computer Services	5358	5573	5795	6027	6269	6519	6780	7051	7333	7627	7932	E
Program Specialist -Special Services	5358	5573	5795	6027	6269	6519	6780	7051	7333	7627	7932	E
Programmer	5358	5573	5795	6027	6269	6519	6780	7051	7333	7627	7932	E
Receptionist	2601	2705	2813	2926	3043	3165	3291	3423	3560	3702	3850	N
Research Analyst	5358	5573	5795	6027	6269	6519	6780	7051	7333	7627	7932	E
Research Assistant	3459	3597	3741	3891	4047	4209	4377	4552	4734	4923	5119	E
Secretary, Range A	3242	3371	3506	3646	3792	3944	4102	4266	4437	4614	4799	N
Secretary, Range B	3404	3539	3681	3828	3982	4141	4307	4479	4659	4845	5038	N
Secretary, Range C (Former Range B)	3573	3716	3864	4019	4180	4347	4521	4702	4890	5086	5289	N
Senior Accountant	6277	6528	6789	7060	7344	7638	7942	8260	8590	8934	9292	E
Senior Account Technician	3402	3538	3680	3827	3981	4139	4305	4477	4656	4843	5037	N
Senior Analyst	5977	6216	6465	6723	6992	7272	7563	7865	8180	8507	8848	E
Senior Attorney	8191	8518	8859	9213	9582	9965	10363	10778	11209	11658	12124	E
Senior Communications Specialist	5896	6132	6377	6632	6897	7173	7460	7757	8068	8391	8727	E
Senior Database Administrator	8121	8446	8783	9135	9501	9881	10276	10687	11114	11558	12021	E
Senior Education Development/Training	6277	6528	6789	7060	7344	7638	7942	8260	8590	8934	9292	E
Senior Labor Relations Representative	6277	6528	6789	7060	7344	7638	7942	8260	8590	8934	9292	E
Senior Office Assistant	2955	3074	3196	3324	3456	3596	3738	3888	4044	4206	4375	N
Senior Office Technician	3242	3371	3506	3646	3792	3944	4102	4266	4437	4614	4799	N
Senior Political/Community Organizer	6277	6528	6789	7060	7344	7638	7942	8260	8590	8934	9292	E
Senior Programmer	7627	7931	8249	8579	8922	9279	9651	10036	10438	10855	11289	E

Senior Research Analyst	6277	6528	6789	7060	7344	7638	7942	8260	8590	8934	9292	E
Senior Union Representative/Organizer	7792	8104	8428	8765	9116	-	-	-	-	-	-	E
Union Representative/Organizer	5694	5922	6158	6405	6661	6861	7204	7492	-	-	-	E
Web Designer	4606	4791	4981	5180	5388	5604	5828	6061	6303	6555	6818	E
Webmaster	6632	6897	7173	7460	7759	8069	8392	8727	9076	9440	9817	E

“E” – Exempt from the overtime provisions of the Fair Labor Standards Act

“N” – Nonexempt from the overtime provisions of the Fair Labor Standards Act

(A) Salary increases would be 3%/4%/3%, effective the first full pay period of January in each year of the contract, with the first year being guaranteed. If one or more of the CSEA affiliates loses the ability to have membership rollover as between SEIU Local 1000, CSUEU, ACSS, and CSR (or any one of them), any future salary increases during the term of the contract shall be suspended and the parties shall immediately meet and confer to discuss potential salary changes. If CSEA, CSUEU, ACSS, and CSR are made whole for any losses incurred due to the loss or temporary loss of rollovers, any suspended wage increases will be reinstated retroactively. Additionally, if the CSUEU-represented bargaining units suffer a cumulative net loss of 1,000 or more employees within the bargaining units at any point during the term of this agreement, future salary increases shall be suspended and the parties shall immediately meet and confer to discuss potential salary changes.

**SECTION 2 — SALARY INCREASES WITHIN RANGE FOR JOB CLASSIFICATION**

(A) Employees shall receive a four percent (4%) salary increase on the first day of the pay period immediately following the completion of their probationary period. Any increase above the four percent (4%) base shall be granted at the sole discretion of Management and shall not be subject to the Grievance and Arbitration Procedures (Articles 10 and 11) of this Agreement.

Performance of employees shall be reviewed on or before the first day of the pay period immediately following the anniversary date of which they accepted their current job classification. Appraisals are intended to be non-disciplinary in nature. Employees shall receive a four percent (4%) salary increase on the first day of the pay period immediately following their anniversary date.

Salary step increases will normally be automatic unless denied by the General Manager or appropriate Affiliate Administrator prior to the date of normal advancement. A denial shall be based only on inadequate performance and shall be subject to the grievance procedure.

(B) Employees appointed as Lead Persons and employees who are red-circled above the top step of their classification as a result of grievance settlements will remain eligible to be paid a salary above the maximum for the classification he/she holds in accordance with Section 1 of this Article. Employees who are red-circled as Union Representatives will be placed at the first step of the Senior Union Representative classification on April 1, but retain the classification of Union Representative.

(C) When an employee is promoted to a higher classification, the employee’s anniversary date will be changed to the effective date of the new appointment.

**SECTION 3 – BILINGUAL PAY**

If an employee is certified bilingual and is assigned by his/her supervisor to use bilingual skills during the normal course of his/her job, the employee shall be paid an additional fifty dollars (\$50) each pay period during which such an assignment is effective.



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# ARTICLE 14 -- HEALTH AND WELFARE

## SECTION 1 — HEALTH BENEFIT PLANS

CSEA will provide employees working 20 hours or more per week, and their dependents, including domestic partners, a healthcare plan (Basic Plan) that contains the following benefits (see attachment 1).

CSEA may propose changes to the health plan carriers. Within thirty (30) calendar days of official notice to the union, UAW may request to meet and confer over such proposed changes. In the event the parties fail to reach agreement after meeting and conferring in good faith, CSEA shall be free to implement changes as long as comparable benefits are provided.

Employees will be provided an initial open enrollment period during which employees may change health plans, in addition to any other open enrollment periods offered by the plans.

## SECTION 2 — HEALTH PLAN PREMIUMS

(A) Basic Medical Health Plan: CSEA will continue to pay 100% of the premium costs of the employees (and their dependents) enrolled in the Basic Medical Health Plan

(B) Optional Medical Health Plan: Employees shall pay 20% of the premium costs associated with the Optional Medical Health Plan.

(1) CSEA will pay 90% of the premium costs associated with the Optional Medical Health Plan, and the employees will pay 10%. However, CSEA agrees to offset half of that 10% (or 5% of the total premium cost) for the life of the contract. This offset will sunset upon the expiration of this contract.

(2) If, at any point during the contract, CSEA receives notice that the AFCA "Cadillac Tax" will apply to the existing Health Plan, the parties agree to reopen immediately to discuss changes to the Health Plan.

(3) If, at any point during the contract, CSEA receives notice from the health insurance providers of mandated plan structure changes, the parties agree to reopen immediately to discuss changes to the Health Plan.

(C) The Union agrees that any employee who elects a health plan for which CSEA does not pay full premium costs shall have the remaining portion of that premium cost withheld automatically from the employee's paycheck and remitted to CSEA. CSEA agrees to transmit the employee's and CSEA's portion of the premium cost to the appropriate plan provider.

(1) For any employee who does not enroll in a CSEA-sponsored health plan, CSEA shall provide that employee with \$350/month upon certification of other group

health plan coverage. This monthly payment shall not be considered salary for the purposes of overtime calculation or determination of the level of retirement benefits. Employees not enrolled in a CSEA-sponsored health plan shall not be entitled to participate in an HSA plan and shall not receive any additional contributions from CSEA.

- (2) CSEA shall provide a pre-tax option for out-of-pocket medical premium costs incurred by an employee in connection with CSEA-provided medical benefits, if available by law and applicable regulations.
- (3) CSEA will set up an HSA Plan for employees enrolled in the Basic Medical Health Care Plan. To the extent permitted by law, CSEA shall contribute two hundred and seventy-five dollars (\$275) per month to each eligible enrollee's HSA. CSEA will pay all HSA administrative costs.

(D) Upon written request by the Union, CSEA agrees to meet and confer each calendar year during the term of this contract, beginning in 2014, to discuss potential changes to plan design, as well as potential changes to the allocation of the health care offset set forth in Article 14, Section 2(B), above.

### **SECTION 3 — DENTAL INSURANCE**

CSEA will contract for a dental insurance plan for employees and their dependents, including domestic partners. This plan shall be the same plan, or plan with benefits comparable to those employees currently receive. CSEA agrees to pay the premium costs of the plan.

### **SECTION 4 — LONG TERM DISABILITY INSURANCE PLAN**

CSEA shall continue to contract for and assume the cost of the Long Term Disability Income protection insurance for those employees working thirty (30) or more hours per week who otherwise meet the eligibility requirements. The benefit payable under this plan shall be seventy percent (70%) of salary to a maximum benefit of \$5,000 per month and will have a 60 day waiting period.

### **SECTION 5 — TRAVEL ACCIDENT INSURANCE**

CSEA employees shall continue to be covered by the Travel Accident Insurance Plan currently underwritten by INA (Policy No. ABL 731-808). This coverage shall be paid for, in full, by the employer.

### **SECTION 6 — LIFE INSURANCE**

CSEA shall provide group term life insurance in the amount of \$20,000 for permanent full-time employees, or part-time employees who work a minimum of twenty (20) hours per week at no cost to the employees.

## **SECTION 7 — CSEA MEMBER INSURANCE PLANS**

The Union members may participate in all insurance/benefit programs made available to members of CSEA whenever possible at the rates charged for the coverage. Under no circumstances shall CSEA incur any additional costs, other than costs of payroll deduction, for any Union member's participation in such plan.

## **SECTION 8 — LIMITATION OF CSEA CONTRIBUTION**

CSEA shall not contribute to any plan except as provided under Sections 1, 2, 3, 4, 5, 6, 11, 12, 13, and 14 of this Article.

## **SECTION 9 — TAX SHELTERED ACCOUNT**

CSEA shall continue the tax-sheltered account established in 1985 under provisions of Section 401 (k) of the Internal Revenue Code subject to the following conditions:

- (A) On a bi-weekly basis, CSEA shall make matching contributions to the 401 (k) accounts of all employees who enroll in the plan as follows:
  1. Beginning with the first pay period following July 1, 2010, CSEA shall match two dollars for every one dollar of an employee's pre-tax contribution up to a maximum of 3% gross salary.
  2. The employer's matching contribution shall be forfeited by any employee who is employed by CSEA or affiliates for less than 36 consecutive months, including approved, paid leave.
  3. The forfeiture provision set forth in subparagraph 2, above shall not apply to any person employed by CSEA or affiliates on or before January 1, 2008.
- (B) The administrative costs shall be borne by CSEA.
- (C) Any trustee fees levied on a per account basis shall be paid by the participating employees.
- (D) The plan shall be open to all employees of CSEA including those excluded from the unit.

## **SECTION 10 — COBRA**

CSEA agrees to notify all employees, including employees whose employment is terminated, of their right to elect continuation coverage for health and welfare benefits as provided for under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

## **SECTION 11 — EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- (A) CSEA will provide a program of Employee Assistance. The program shall provide access to professional counseling for employees and/or members of the employees'

immediate families. The first seven (7) counseling sessions per family per year shall be at no cost to the employee. The premium costs of providing this program shall be borne by CSEA.

- (B) Said contract will contain doctor-patient privilege protection as to all persons, including the employer or the Union.

## **SECTION 12 — GROUP VISION PLAN**

CSEA will continue to contract for a prepaid group vision plan for employees and their eligible dependents, including domestic partners. Such plan will provide for examinations, lenses and frames on an annual basis and will require a \$10.00 employee-paid deductible for examinations and a \$25.00 employee-paid deductible for the purchase of eyewear. CSEA will pay the premium costs for this program.

## **SECTION 13 — SUCCESSOR INSURERS**

Should a successor insurer assume the obligations to provide benefits for a plan for which CSEA pays any portion of the premium, CSEA will continue to offer the plan and make premium payments under the same conditions as with the prior insurer.

## **SECTION 14 — ERRORS AND OMISSIONS INSURANCE**

- (A) CSEA shall provide errors and omissions coverage for its employees through the maintenance of an available insurance policy with minimum coverage of \$1 million for each occurrence and \$1 million aggregate for the policy period. Should CSEA's quoted premium for errors and omissions insurance (including coverage for persons other than employees) exceed \$120,000 for a policy year, CSEA may elect not to renew such insurance.
- (B) CSEA shall indemnify and defend its employees against liability arising from conduct of said employees which is within the scope of their employment.

## **SECTION 15 — LONG TERM CARE**

- (A) CSEA may contract for a Long Term Care Insurance Plan and offer it to all CSEA employees and their dependents, including domestic partners, in accordance with the terms of the policy, at the employees' cost. Premiums for this plan shall be paid by payroll deduction.
- (B) CSEA may also offer the Long Term Care Insurance Plan to employees' other qualifying family members, in accordance with the terms of the policy, at the group rate. Those enrolling in the Long Term Care Insurance Plan under this Section shall make premium payments directly to the insurance company.

**CSEA HEALTH PLAN OFFERINGS for NORTHERN AND SOUTHERN  
CALIFORNIA (Attachment1)**

<b>Plan Deductibles &amp; Maximums</b>	<b>BASIC Plan (HSA Compatible)</b>	<b>OPTIONAL Plan (HMO)</b>
Annual Deductible	\$1,300 individual/ \$2,600 family (does not apply to preventive care)	None
Co-Insurance	100%	100%
Physician Office Visits	\$20 co-pay/visit (after deductible)	\$10 co-pay
Annual Maximum Out-of-Pocket	\$3,000 individual/ \$6,000 family	\$1,500 individual/ \$3,000 family
Lifetime Maximum	Unlimited	Unlimited
Other Services		Chiropractic
Hospital Room & Board	\$250 per admission (after deductible)	No Charge
Surgical Outpatient	\$150 per procedure (after deductible)	\$10 co-pay
Well Baby/ Child Care	No Charge	No Charge
Adult Routine Physical Exams	No Charge	No Charge
Well Woman Care	No Charge	No Charge
Maternity Care	Office Visit – No Charge; Hospital - \$250 per admission (after deductible)	No Charge
Prescription Drug Co-Pay:		
Generic	\$10 for up to 30-day supply (after deductible)	\$5
Brand Name	\$30 for up to 30-day supply (after deductible)	\$5
Mail Order (90-day supply)	\$20 generic/\$60 brand name (after deductible)	\$10
Emergency Room Services Outpatient	\$100 per visit (after deductible)	\$50 co-pay (waived if admitted)

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# ARTICLE 15 -- RETIREMENT

## SECTION 1 — RETIREMENT PLAN

CSEA shall maintain a retirement program which shall provide retirement benefits through the SEIU Affiliates Officers and Employees Pension Plan.

## SECTION 2 — RETIREE HEALTH BENEFITS

(A) CSEA shall maintain a retiree health care plan. The benefits provided under this plan are outlined in the California State Employees Association Retiree Health Benefit Plan (Effective January 1, 2008 and Amendment 1).

- (1) 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.
- (2) CSEA shall pay the monthly cost of Medicare premiums, Part B.
- (3) Employees who qualify for disability retirement will no longer be permitted accelerated vesting in the retirement system.
- (4) Employees hired prior to September 1, 2012 qualify for retiree health benefits if they meet the following conditions:
  - (a) Must be at least 50 years of age and retire not more than 120 days following termination of employment with CSEA.
  - (b) The Plan's Contribution depends on your years of Credited Service at the time of your retirement as follows:

Years of Credited Service At Retirement	Percentage of Premium Paid by Plan
Less than 10	0%
10 to 10.99	50%
11 to 11.99	60%
12 to 12.99	70%
13 to 13.99	80 %
14 to 14.99	90 %
15 or more	100 %

- (5) For employees who retire on or before December 31, 2012, CSEA shall provide:
  - (a) A medical plan with plan deductibles and maximums as outlined in the Attachment 2.



- (b) 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 (Basic Plan), whichever is higher. It shall be the retiree's sole responsibility to obtain medical coverage.
- (6) For employees hired prior to 09/01/2012 that retire after December 31, 2012 and have met the requisite service and age requirements as noted in 4 above, CSEA will pay for retiree health benefits at the same levels set forth in Article 14 with respect to active employees.
- (7) For any employee hired after 09/01/2012, no retiree health care benefits will be provided.

### **SECTION 3 — DEATH BENEFITS**

Effective January 1, 1991, the death after retirement benefits referenced in Article 3.46 of the Retirement Plan shall be increased from \$700 to \$2,000.

## CSEA RETIREE HEALTH PLAN OFFERING (ATTACHMENT 2)

<b>Plan Deductibles &amp; Maximums</b>	
Annual Deductible	None
Co-insurance	100%
Physician Office visits	\$10 co-pay/visit
Annual Maximum Co-Payment (individual/family)	\$1,500/Individual \$3,000/family
Lifetime Maximum	Unlimited
<b>Other Services</b>	
Hospital Room & Board	No charge
Surgical Outpatient	\$10 charge
Well Baby/Child Care	No charge
Adult Routine Physical Exams	No charge
Well Woman Care	No charge
Maternity Care	Office visit-no charge No charge
<b>Prescription drug Co-Pay</b>	
Generic	\$5
Brand Name	\$15
Emergency Room Services Outpatient	\$50 co-pay/visit (waived if admitted)

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# ARTICLE 16 -- REIMBURSABLE EXPENSES

## SECTION 1 — AUTHORIZED AND ACTUAL EXPENSES

CSEA shall reimburse employees for authorized and actual expenses incurred in the transaction of CSEA business. Expenses may be submitted at any time, but no later than sixty (60) days following the date of expenditure. Expenses shall include but not be limited to lodging, meals, travel and miscellaneous expenses.

- (A) **Lodging:** Actual expense not to exceed \$150.00 plus tax per night with the allowance adjusted to the rate negotiated by CSEA when the employee is ordered to attend CSEA functions for which room arrangements are made by CSEA. Actual expense of up to \$150.00 may be claimed with justification as to why the limit was exceeded. Incidental expenses to a maximum of \$12.00 are authorized during any 24-hour period involving a lodging claim or the CSEA Board of Directors' rate, or whichever is greater. Receipts for incidental expenses are not required.
- (B) **Meals:** Employees incurring meal expenses in connection with an overnight lodging claim shall receive meal allowances up to: breakfast \$12.00; lunch \$15.00; and dinner \$25.00 or the CSEA Board of Directors' rate, whichever is greater. Meals claimed in conjunction with overnight lodging do not require receipts.
- (1) Senior Union Representatives, Union Representatives/Organizers, Organizers-in-Training, Senior Labor Relations Representatives, Labor Relations Representatives and Employee Benefits Representatives with field assignments may claim actual expenses up to the lunch reimbursement rate in (B) above per person per day, with a monthly maximum of one hundred dollars (\$100) in connection with business lunches within their areas of assignment with member activists or clients. Actual expenses must be substantiated with cash register or credit/debit card receipts. Prior supervisory approval is not required.
  - (2) Except as provided above, employees shall not be permitted to claim meals while on Association business unless approved by the employees' supervisor. Actual expenses must be substantiated with cash register or credit/debit card receipts.
  - (3) Breakfast reimbursement may be claimed for business travel which begins before 7 am.
  - (4) Dinner reimbursement may be claimed for business travel which ends after 7 pm.
- (C) **Method of Transportation:** The authorized method of transportation, if a CSEA vehicle or private vehicle is not authorized, is the common carrier. Compensation shall be at the rate of the common carrier.
- (D) **Parking:** Actual authorized expense is reimbursed, but amounts in excess of \$5.00 per day require receipts.

- (E) **Airporter:** Actual expense is reimbursed, and no receipts are required.
- (F) **Bridge Tolls:** Actual expense is reimbursed, and no receipts are required.
- (G) **Taxicabs:** Taxi fares will be reimbursed when no other transportation is practical or available, or if the taxi fare for several riders is less than the common carrier fee.
- (H) **Telephone or Telegraph:** Actual expense is reimbursed when the date, place and party called are shown on the expense claim, but amounts in excess of \$2.50 per 24-hour period require receipts or other supporting evidence. Employees are authorized one personal long distance telephone call within the United States, not to exceed five minutes in duration, during any 24-hour period involving a lodging claim or travel of more than 40 miles from home.
- (I) **Loss of Personal Property Except Automobiles:** CSEA shall reimburse an employee for loss or damage to personal property except automobiles, provided that the loss or damage was not caused by employee negligence and that such property was being used in conjunction with CSEA business and the employer was reasonably aware of its use. The amount reimbursed shall be based on the fair market value of the property involved.
- (J) **Reimbursement for Automobile Accident Losses:** CSEA will reimburse up to \$500.00 of the employee's insurance deductible for losses resulting from automobile accidents arising out of the scope of employment with CSEA, which are reportable under the financial responsibility law.
- (K) **Fees:** During the term of this Agreement, CSEA shall reimburse employees for all licensing fees required in connection with their employment. Such fees are limited to licenses required in the benefit marketing program and California State Bar fees for those employees in the legal classifications. For employees in the legal classifications who are subject to mandatory continuing legal education requirements, CSEA shall also pay fifty percent (50%), to a maximum of \$100 per calendar year, for an additional membership in a local or national bar association and will continue to provide to these employees the Continuing Education of the Bar passport program or its equivalent.
- (L) **Credit Cards:** Employees regularly required to use credit cards in connection with CSEA business shall be reimbursed for the reasonable fees required for the retention and use of up to two (2) such credit card(s) not to exceed a total of \$65.00 per year, provided that documentation of such cost(s) is submitted by the employee.
- (M) **Parking and Towing Charges:** Employees shall be reimbursed for parking tickets and for vehicles towed away in conjunction with CSEA activities, provided it can be reasonably demonstrated that the circumstances were unavoidable.

**(N) Automobile Rental:**

- (1) Reimbursement will be for actual and necessary costs of such rental when prior approval of the employee's supervisor is obtained and the expense is substantiated by a voucher. Rental of a compact or subcompact automobile with automatic transmission and air conditioning is authorized. Rental of a larger automobile will be authorized if it is demonstrated that no compact or subcompact was available.
- (2) Reimbursement will be made for a collision damage waiver but not for personal accident insurance.

**(O) Excess Limits:** Actual and necessary expenses in excess of the limits may be reimbursed upon approval of the CSEA General Manager or designee.

**(P) Equipment:** For CSEA representatives who are assigned in writing by their supervisor to work out of their homes or in offices with no support staff, CSEA shall provide a desk, chair, file cabinet, telephone, recording device/answering service and typewriter. Upon request, CSEA will also provide a copier, FAX machine, and a computer with appropriate software, modem and printer to representatives in positions CSEA determines use of such equipment is in the best interests of the Association. A secretarial service may also be provided upon prior approval, when necessary.

**(Q) Cameras:** CSEA agrees to reimburse Communications Specialists who regularly use their personal camera equipment in the course of performing their jobs the sum of \$110 per calendar year for the maintenance of said equipment. This reimbursement is in addition to that provided in Article 16, Section 1 (J). This allowance is payable annually on October 1.

**(R) Cellular Phones:** CSEA shall provide a stipend to all employees who are required to have a cell phone within thirty (30) days of ratification of this agreement. CSEA shall reimburse employees up to \$60 for initial start up costs of purchasing a cell phone and/ or equipment. CSEA shall provide a stipend of \$125 per month for cell phone service. Additional reimbursements or stipends above \$125.00 in a month may be authorized by the employee's supervisor, for special circumstances. At an Affiliate's option, an Affiliate may provide a cellular telephone and CSEA shall pay for all costs associated with the business use of such phones in lieu of providing a stipend.

**(S) Transit Passes:** Employees working in offices served by congested commute routes as identified by the State of California may purchase monthly public transit passes by prepaying the employee share of transit pass cost to CSEA by the 20th of the month prior to the effective date of the pass. CSEA shall contribute 50 percent of the cost of the monthly pass, to a maximum of \$100.

**SECTION 2 — AUTOMOBILE EXPENSES**

**(A)** Employees assigned by CSEA Management to positions which require traveling shall use their own personal vehicle for CSEA business unless a vehicle is furnished by CSEA. Use of a personal vehicle for CSEA business by such employee shall be

reimbursed at the IRS standard mileage rate for cars. This rate also applies when an employee elects to use a rental car unless the rental car is authorized by CSEA. Employees will not be allowed to claim mileage for any miles from home to the employee's office or from home to any business place closer than the employee's office; nor will the employees be allowed to claim mileage for any miles to home from employee's office or to home from any business place closer to home than the office; except that reimbursement shall be paid for round trip mileage from the employee's home to the office or a business place and return under the following conditions:

- (1) The employee is directed by his/her supervisor to return to work, thus necessitating more than one (1) trip to work on a normal workday, or
  - (2) The employee is directed by his/her supervisor to work on the employee's normal day off.
- (B) Use of a CSEA furnished vehicle requires maintenance of the vehicle by the employee. The cost of such maintenance shall be borne by CSEA. Mileage for use of a CSEA furnished vehicle shall be reimbursed at the IRS standard mileage rate for cars minus \$.27 per mile. Employees furnished a CSEA vehicle shall use the vehicle only for CSEA business.
- (C) Minimum requirement for a CSEA furnished vehicle is a UAW, American-made four-passenger vehicle equipped with air conditioning, AM/FM radio and automatic transmission.
- (D) Employees required to operate a motor vehicle as a condition of employment shall maintain a valid driver's license. Failure to maintain a valid driver's license may constitute grounds for dismissal. The employee will provide proof of a valid license when requested by CSEA.
- (E) Employees required to own and operate a motor vehicle as a condition of employment shall maintain adequate insurance coverage to protect the interest of CSEA against third parties.
- (F) The minimum level of coverage shall be one hundred thousand dollars (\$100,000) per person and three hundred thousand dollars (\$300,000) per accident. Failure to maintain this level of coverage may constitute grounds for dismissal. The employee will provide proof of insurance coverage when requested by CSEA. All employees required to own and operate a motor vehicle as a condition of employment shall receive a one hundred dollar (\$100.00) per month insurance stipend.

### **SECTION 3 — PARKING**

CSEA shall provide free parking for all employees covered herein.

**SECTION 4 — EXTENDED WORK ASSIGNMENTS**

An employee on extended work assignment out of town which does not permit daily return to his/ her regular work location shall receive a daily allowance of \$155.00 for meals and lodging. As soon as reasonably possible but not later than thirty (30) days after an employee is (1) notified of, and (2) commences such extended work assignment, where lodging can reasonably be obtained on a weekly or monthly basis, the daily allowance for meals and lodging shall be reduced to eighty percent (80%) plus reimbursement for other items on which there is mutual agreement, such as normal telephone costs. Employees on such assignment shall be reimbursed by CSEA for one (1) round trip to the employee's residence during each seven (7) day period of the assignment. No daily allowance shall be paid during such trips.

**SECTION 5 — CHILD CARE**

If child care is being provided for members of CSEA or any of its Affiliates employees shall also have the option of using such child care services.

**SECTION 6 — NON-APPLICABILITY OF CSEA POLICY FILE**

The provisions of this Article with respect to the expense allowances for the employees covered by this Agreement are total and complete, except as provided in Article 19 of this Agreement. The provisions of Association policy relating to Association Travel Expense are not applicable to the employees covered by this agreement.



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# ARTICLE 17 -- HOURS OF WORK AND OVERTIME

## SECTION 1 — POLICY

It is the policy of CSEA to discourage overtime work whenever possible; however, when overtime is required, the supervisor shall provide reasonable notice to any employee required to work overtime.

## SECTION 2 — NON-EXEMPT EMPLOYEES

- (A) Employees who are non-exempt under the overtime provisions of the FLSA shall have a normal work week consisting of five (5) eight (8) hour days, Monday through Friday inclusive. The normal work day shall be from 8:00 a.m. to 5:00 p.m. The employee's supervisor may, with the consent of the employee, schedule for the employee normal work hours and/or work days other than provided herein.
- (B) Any employee or group of employees who are non-exempt employees under the overtime provisions of the FLSA wishing to start earlier than 8:00 a.m. or finish later than 5:00 p.m. or schedule midday breaks at other than noontime or to work a schedule other than 8:00 a.m. to 5:00 p.m., Monday through Friday, may submit such proposal to their immediate supervisor prior to adjusting his/her work schedule.
- (1) Such proposal may provide for but is not limited to four (4) ten (10) hour days, or starting times other than 8:00 a.m. or finishing times other than 5:00 p.m. provided a forty (40) hour work week is maintained.
  - (2) The immediate supervisor shall discuss any proposal submitted under this provision with the affected employee(s) and if the supervisor rejects the proposal he/she shall give the reasons for such rejection.
  - (3) If a proposal is rejected by the immediate supervisor, the employee or group of employees may submit the proposal to the General Manager's designated representative(s) for consideration based on the needs of CSEA. This decision shall be final and not subject to further review except nothing herein shall be construed as preventing the employee or group of employees from initiating the same or similar proposal at a later date.
  - (4) No proposal will be unreasonably denied and a pilot program will be developed to allow a group of employees to work hours other than eight (8) to five (5) subject to the needs of CSEA.
- (C) Employees who are non-exempt employees under the overtime provisions of the Fair Labor Standards Act may be required to work a reasonable amount of overtime. When they work in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week they shall be paid at the rate of one and one-half (1-1/2) times the normal hourly rate for all hours worked in excess of eight (8) hours on a daily basis or in excess of forty (40) hours on a weekly basis, whichever is greater, but not both; provided that any employee who works in excess of twelve (12) hours in any day or in

excess of eight (8) hours on the seventh (7th) consecutive day in any week shall be paid two (2) times the normal rate of pay for such excess hours. Overtime pay shall be payable within fifteen (15) working days after the end of the pay period in which the overtime was earned. To the extent permitted by law, the employee may elect to receive compensating time off (CTO) in lieu of cash for overtime compensation.

- (D) Non-exempt employees shall be granted a rest period of fifteen (15) minutes during each four (4) hours, or major fraction thereof, of a working day. CSEA shall determine the time when the rest period shall be taken. No deduction of time off shall be charged for an authorized rest period, nor shall any rights accrue for overtime if the rest period is not taken.
- (E) Non-exempt employees shall be granted a lunch period of sixty (60) minutes at or near the middle of the workday unless otherwise agreed to pursuant to other Sections of this Article.
- (F) A non-exempt employee required to return to work after completing a normal work shift or who is on an authorized day off, when ordered back to work, shall be paid for a minimum of four (4) hours work unless such call back is within four (4) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift, except that, this Section shall not apply if notice is given prior to and the work begins less than three (3) hours after the completion of the normal work shift.
- (G) If a full-time non-exempt employee is required to start work in excess of one (1) hour before his/her normally scheduled workday, he/she shall be entitled to a breakfast allowance in accordance with Article 16 of this Agreement.
- (H) If a full-time non-exempt employee is required to work in excess of two (2) hours beyond his/her normally scheduled workday, he/she shall be entitled to a dinner allowance in accordance with Article 16 of this Agreement.

### **SECTION 3 — EXEMPT EMPLOYEES**

- (A) Exempt employees shall conduct themselves in a responsible and professional manner and work the hours required to meet the needs of CSEA. As directed, exempt employees shall submit status reports, case logs, activity reports, itineraries or any other documentation which accounts for activities, assignments and/or cases for which they are responsible. Exempt employees must discuss any plans to take time off with his/her supervisor to ensure that necessary coverage is maintained.
- (B) Supervisors shall avoid arbitrary differences in work assignments.
- (C) Exempt employees shall be required to work all regularly scheduled business days. A regularly scheduled business day is any day other than a holiday or a weekend. Exempt employees who do not work at least a portion of a regularly scheduled business day shall be required to account for that day with appropriate leave credits (i.e. vacation, sick leave, administrative time off, etc.). Exempt employees will not be docked pay for absences of less than one day.

(D) CSEA may, at its sole discretion, grant administrative time off to employees whose assignments have caused them to work unusually long hours or through weekends. The application of this Section shall not be subject to the Grievance and Arbitration provisions (Articles 10 and 11) of this Agreement.

(E) Exempt employees shall not be required to maintain an hour by hour accounting of time worked, except as provided in Section 4.

#### **SECTION 4 — TIME/ACTIVITY REPORTING**

All employees shall record their time and activities each day utilizing procedures set forth by management. Prior to implementation, all employees shall receive training on the new procedures. Time reporting shall only be used for fair share fee and leave accounting purposes, and neither the time nor the activity reporting documentation shall be admissible in any disciplinary proceeding unless such documentation is falsified. Activity reporting forms shall be submitted in accordance with a reasonable schedule established by the appropriate supervisor.

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# **ARTICLE 18 -- SAFETY**

## **SECTION 1 — HEALTH HAZARDS**

(A) CSEA shall not require an employee to go to or be in any place which is not safe and healthful. CSEA shall not require an employee to work in any CSEA facility where a health hazard exists and continued working under such circumstances represents an actual detriment to the employee's health or gives the employee reasonable grounds to believe that such is the case. A health hazard may be caused by a breakdown of heating or air cooling systems where other adequate heating or ventilation are not present, or any other mechanical failures or accidents at such location. CSEA shall not require an employee to travel under conditions that are unsafe or the employee reasonably believes are unsafe. Grievances under this Section may be filed under Section 2 below. The employee's use of self help pending response to a grievance under Section 2 below cannot result in punishment for insubordination if it is determined through the grievance procedure that self help was warranted.

(B) An employee shall endeavor to maintain safe working conditions and shall adhere to CSEA's established safety rules, regulations, policies and practices.

## **SECTION 2 — COMPLAINT**

The General Manager's designated representative(s) shall respond in writing to any grievance or complaint involving an immediate safety or health hazard within twenty-four (24) hours of being notified of such complaint.

## **SECTION 3 — AIR TRAVEL**

Employees shall not be required to travel via air transportation unless such transportation is by a regularly scheduled airline or by a commercial charter plane service. (Any employee who provides a written statement of fear of small aircraft within 60 days following the signing of this Agreement to the personnel department shall be exempt from being required to fly via chartered air service).

## **SECTION 4 — SAFETY COMMITTEE**

A safety committee composed of two (2) members appointed by the Union and two (2) members appointed by the CSEA shall meet to discuss safety and health matters. The committee shall advise CSEA and solicit safety and health suggestions from the Union membership. Based upon such suggestions, the committee shall meet at scheduled and agreed upon times but any member of the committee may call a meeting for disposition of an identified pressing safety or health problem. The committee shall also research and propose stress reduction and other health and wellness programs. Costs for committee meetings, including authorized expenses for committee members, shall be borne by CSEA.

## **SECTION 5 — COMPUTER WORKSTATIONS**

Precautions will be taken to ensure the health and safety of employees using computers. CSEA and the employees will conform their laptop computer and desktop computer use practices to such standards. Until such standards are promulgated, CSEA and the employees shall observe Cal-OSHA ergonomic guidelines. Such guidelines shall be published in CSEA's Injury and Illness Prevention Program booklet and be distributed to all employees.

- (A) For those employees required to use their laptop computer or a desktop computer for an average of four (4) or more hours per day on a regular basis, the following provisions will apply:
- (1) Each employee is encouraged to obtain an eye examination prior to the commencement of work on the system and thereafter at six (6) month intervals, pursuant to the applicable medical and optical plans, if any. CSEA will pay for eye examinations not covered by the applicable medical or optical plan, if any.
  - (2) If an employee is required by his/her doctor to wear special glasses for the purpose of working at a laptop or a desktop computer, the employee will obtain such special glasses pursuant to the applicable medical or optical plan. To the extent the cost of such special glasses exceeds the amount covered by any such plan, CSEA shall reimburse the differences up to a maximum of \$150.00 each calendar year.
  - (3) Employees will not be required to work at a laptop or a desktop computer for more than fifty (50) minutes in any (1) one hour.
  - (4) CSEA shall provide and employees shall use all laptop or desktop computer safety equipment mandated by government standards. In addition, CSEA will provide upon request easily positioned document holders, footrests, wrist rests and, if a computer user's duties require simultaneous use of a telephone and typing or other data entry on a regular basis, a telephone headset.

## **SECTION 6 — STRESS**

The Parties to this Agreement recognize employees may suffer from stress from various sources, both within and outside the workplace. Both the employer and employee should seek ways to minimize such stress.

## **SECTION 7 — LOCAL REGULATIONS/ORDINANCES**

The Parties agree that, other provisions of this contract notwithstanding, CSEA shall comply with all local regulations regulating health and safety, including no smoking ordinances. Compliance with such regulations or ordinances shall not constitute violation of this agreement.

# ARTICLE 19 -- TRANSFERS

## SECTION 1 — INVOLUNTARY TRANSFER

- (A) CSEA retains the right to assign employees to work locations as needed and to transfer employees from one work location to another. CSEA shall make reasonable efforts to avoid involuntary transfers. Employees who refuse an involuntary transfer shall not be terminated, but may be subject to Article 20, Layoffs and Reemployment. An involuntary transfer which requires an employee to change his/her residence shall be entitled to the following:
- (1) CSEA shall pay a total of no more than thirty (30) calendar days per diem at the new location to allow time for suitable housing to be obtained.
  - (2) CSEA shall pay living expenses not to exceed four (4) days for his/her spouse at the new location to allow time for suitable housing to be obtained. CSEA may, at its discretion, grant additional days if unusual circumstances should arise.
  - (3) CSEA shall bear the expense of transportation (excluding meals) to allow the employee to return home for weekends during the thirty (30) day period as specified in Subsection (1).
  - (4) Reasonable and authorized costs of moving household or personal effects including such items as furniture, clothing, musical instruments, household appliances, food and other items which are usual or necessary for the maintenance of a household shall be borne by CSEA.
  - (5) An additional amount up to one thousand five hundred dollars (\$1,500) shall be allowed for miscellaneous costs if these costs are incident to the move and supported by an explanation of the costs incurred.
  - (6) If the employee is required to break a lease at his/her former residence, CSEA shall pay such costs as are itemized and documented, but not to exceed sixty (60) days' rent. Deposits and fees are specifically excluded and shall not be reimbursable under this provision.
  - (7) The employee shall be given reasonable time not to exceed five (5) days, with pay, upon request, to relocate.
- (B) An employee who believes they are being involuntarily transferred for retaliation purposes may file a grievance in accordance with Article 10.



**SECTION 2 — VOLUNTARY TRANSFER**

Whenever CSEA requests a transfer of a permanent employee, an employee requests a transfer or an employee accepts a promotion which would reasonable result in a change of residence, the employee may be compensated, in whole or In part, in accordance with Article 19, Sections 1(A)(1)-(7). An employee cannot be disciplined or otherwise sanctioned for refusing a voluntary transfer.

# ARTICLE 20 -- LAYOFFS AND REEMPLOYMENT

## SECTION 1 — PURPOSE

When it becomes necessary because of lack of work or lack of funds, CSEA may lay off employees pursuant to this Article.

## SECTION 2 — PROCEDURE

- (A) When CSEA has prior knowledge of an impending layoff, CSEA shall notify the Union of such impending layoff at the time CSEA acquires the knowledge. Any employee and the Union shall be notified that he/she is to be laid off thirty (30) days prior to the effective date of layoff.
  
- (B) Layoffs shall be made in accordance with the seniority scores of the permanent employees in classifications within the area of layoff (affiliate or Central Support). The area of layoff shall be announced at the time of official notification to the union.
  - (1) In determining seniority scores, one (1) point shall be allowed for each continuous month of full-time CSEA service. Effective July 1, 1999, service that is less than full-time shall receive seniority credit at the percentage rate that is equivalent to his/her time base. Employees working less than half-time (1/2) on the effective date of this Agreement shall continue to receive credit at the previous contractual rate of one-half (1/2) the rate for full-time service.
  
  - (2) Order of the layoff when combined scores are equal, as between two (2) or more employees having the same layoff score, shall be determined by earliest date of hire and, in the event of the same date of hire, giving preference for retention to the employee whose name is drawn by lot.
  
- (C) In lieu of being laid off an employee may elect lateral transfer or demotion to any classification in which he/she had served under permanent status within the area of layoff; or a classification in the same line of work as the classification of layoff, but of lesser or equivalent responsibility in such classification as designated by the demotion ladder charts attached hereto as Attachment 2 of this Agreement. No employee shall be eligible to bump into Central Support or an affiliate not determined to be within the area of layoff.
  - (1) To be considered for demotion or lateral transfer in lieu of layoff, an employee must notify the Personnel Department in writing of his/her election not later than five (5) working days after receiving the notice of layoff.
  
  - (2) Conditional notices of layoff may be issued to employees potentially affected by employees being laid off exercising their rights pursuant to this Article. The date of receipt of the conditional notice of layoff shall begin the thirty (30) day period required by Section 2 (A) of this Article.

- (3) Employees may be permanently transferred to replace employees who have been laid off, provided that such transfers shall be made in accordance with the relative seniority of employees as determined in Section 2 (B) of this Article.
  - (4) An employee who elects demotion or lateral transfer to a classification in which he/she has not held permanent status shall serve a trial period in accordance with Article 5, Section 12. Failure to successfully complete the trial period shall cause the employee to be subject to the layoff period.
  - (5) All persons serving a conditional promotion, trial period or temporary upgrade shall be returned to that classification in which he/she holds permanent status prior to any layoffs, if layoffs would affect either of the classifications involved.
- (D) Any employee replaced by such a demotion or lateral transfer has the same option of demotion or lateral transfer afforded by Section 2 (C) of this Article and Subsections thereof as if his/her position has been abolished or discontinued within the area of layoff. Any employee demoted or laterally transferred pursuant to this Article shall receive the maximum of the salary range of that classification to which he/she is demoted or laterally transferred; provided that such salary is not greater than the salary he/she received in his/her classification prior to demotion or lateral transfer.
- (E) Reemployment lists shall be established for the classifications affected by layoff. Reemployment rights are limited to affected classifications within the area of layoff. Such lists shall remain in force for a period of two (2) years from the effective date of the layoff. Such lists shall take priority over the hiring of new personnel. The affected employee shall keep his/ her current address on file with CSEA and CSEA shall notify by mail said employee of any vacancy for which he/she is eligible.
- (F) Any employee laid off pursuant to this Article shall receive four (4) weeks' severance pay upon the effective day of termination; one (1) additional month's CSEA contributions to health, dental and vision plans; and \$400 for job placement or resume preparation services.

### **SECTION 3 — REASSIGNMENT OF WORK**

The duties performed by an employee laid off pursuant to this Article may be assigned to any other employee or employees on the CSEA staff within the area of layoff holding positions in the appropriate classifications. CSEA shall attempt to minimize any increases in workload resulting from a layoff.

### **SECTION 4 — SENIORITY LIST**

CSEA shall provide the Union with an updated affiliate specific seniority list for all members of the bargaining unit every six (6) months.

# **ARTICLE 21 -- RELATIONSHIPS**

## **SECTION 1 — ZIPPER CLAUSE**

This Agreement expresses the total understanding of the Parties on the subject of wages, hours, conditions of employment and all matters pertaining to the relations between CSEA and the Union. It represents and is the result of concessions made by both Parties, which have included a number of matters initially proposed by both Parties as subjects for inclusion in this Agreement but which were later dropped or modified as a result of and in exchange for concessions on other matters which were proposed. The Parties acknowledge further that each had the unlimited right in these negotiations to propose any matters which are proper subjects for collective bargaining. Accordingly, any matter, economic or non-economic, raised in writing in the negotiations that produced this Agreement, is specifically waived by both Parties as subject for bargaining during the life of this Agreement. Nothing contained herein, however, shall interfere with an employee's right to raise a grievance which involves a claim that CSEA has violated a specific clause of this Agreement. The specific provisions of this Agreement shall be the sole source of any rights which the Union or any member of the bargaining unit may charge CSEA has violated in raising a grievance.

## **SECTION 2 — MODIFICATION OF AGREEMENT**

No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants herein shall be made by any employee or group of employees with CSEA, unless agreement is made and executed in writing between the Parties contained herein.

## **SECTION 3 — LIMITATION ON PAST PRACTICES**

- (A) The specific provisions of this Agreement shall be the sole source of the rights of the Union and any employee covered by this Agreement. The Parties herein agree that the relations between them shall be governed by the terms of this Agreement only; no prior agreements, amendments, modifications, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the Parties, or the wages, hours and working conditions. This Section shall not restrict the parties' rights to cite past practice to indicate the proper interpretation of ambiguous contract language.
- (B) If CSEA changes or proposes to implement matters within the scope of representation not otherwise covered by this Agreement, and more than a de minimis number of employees are affected, CSEA will notify the Union prior to the proposed change. Upon request of the Union, CSEA will negotiate with the Union about the proposed changes, except that in the event of an impasse, there shall be no mediation of the dispute and CSEA will be free to implement its final proposal.

## **SECTION 4 — SAVINGS CLAUSE**

It is understood and agreed that if any part of this Agreement is in conflict with mandatory federal or state laws, that such part shall be suspended and the appropriate mandatory provision shall prevail and the remainder of this Agreement shall not be affected thereby. In the event that a term or provision of this Agreement is rendered invalid as provided in this Section, the Union shall have the right to reopen negotiations on the specific subject covered by such term or provision.

## **SECTION 5 — SECTION TITLES AND CAPTIONS**

It is understood and agreed that Section titles and captions appearing in this Agreement are utilized only for ease of reference and not deemed to alter, change, or modify in any way the specific provisions of the Sections themselves, and such titles and captions are not deemed to confer rights, benefits, or obligations on either Party.

## **SECTION 6 — ASSIGNABILITY OF CONTRACT**

The provisions of this Agreement shall be binding upon CSEA and its successors and assigns; and all the terms and obligations contained herein shall not be affected or changed in any respect by the consolidation, merger, sale, affiliation or assignment of CSEA of any or all of its property, or affected or changed in any respect by any change in the legal status of CSEA.

## **SECTION 7 — STAFF EXPECTATIONS**

All staff shall be treated in a professional and respectful manner. If a CSEA member files a written complaint against a staff member, a copy of the complaint shall be given to the staff member within ten (10) working days of receipt of the complaint by CSEA management or officers.

## **SECTION 8 — JOINT LABOR/MANAGEMENT COMMITTEE**

- (A) CSEA and the Union agree to establish a Joint Labor/Management Committee.
- (B) This Joint Labor/Management Committee may be used to address issues involving staff-CSEA membership relations.
- (C) Such a Committee shall not be considered a forum for bargainable issues nor an extension and/or substitute for the grievance procedure.
- (D) The Committee shall consist of an equal number of representatives for the Union and CSEA.
- (E) This Committee shall meet at least quarterly or at the request of either party.
- (F) Upon mutual agreement, there may be a Labor/Management Committee established in each affiliate.

# **ARTICLE 22 -- SCOPE OF ASSIGNMENT**

## **SECTION 1 — PURPOSE**

It is the purpose of this Article to improve the understanding between the employee and his/her supervisor concerning the scope of the employee's assignment, to enhance professionalism, and to insure a high quality of service to CSEA members.

## **SECTION 2 — DESCRIPTION OF POSITIONS**

Employees are encouraged to discuss the scope of their assignment with their supervisor and to make suggestions which will enhance their effectiveness in performing assigned duties. If through these discussions, the supervisor determines a written description of an employee's position would improve the understanding of the employee and/or supervisor of the scope of the assignment, a written statement may be prepared. Such statement may include the major goals and objectives for the assignment as they relate to the overall goals and objectives of CSEA or its Affiliates, some of the more significant duties for the position, and new concepts which the employee and/or his/her supervisor may wish to try to achieve.

## **SECTION 3 — LIMITATIONS**

Nothing in this Article shall preclude CSEA from modifying, adding to, or subtracting from any of the assignments, duties, responsibilities or other aspect of an employee's assignment at any time, provided that no employee shall be required to perform duties at a higher level than that for the classification he/she holds except as provided for in Article 6 (Training) and/or Sections 3, 5 and 6 of Article 5 (Employment Practices) of this Agreement.

## **SECTION 4 — CHANGES OF ASSIGNMENT**

- (A) All employees will be given at least seven (7) days written notice prior to making a permanent change in their work assignment.
- (B) Factors to be considered in making changes in the work assignment of Labor Relations Representative may include, but are not limited to, the following:
  - geography and travel time,
  - the number of work locations,
  - the number of employees represented,
  - steward areas of jurisdiction.

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## **ARTICLE 23 -- DURATION**

### **SECTION 1 — CONTRACT TERM**

Subject to ratification, this Agreement shall remain in full force and effect from November 1, 2016, through April 30, 2020, unless modified or terminated in accordance with the following provisions.

CSEA will seek ratification at the first Board of Directors meeting following a tentative agreement by the parties.

### **SECTION 2 — MODIFICATION OR TERMINATION OF AGREEMENT**

Should either Party wish to modify or amend any provision of this Agreement, or to terminate said Agreement, as of October 31, 2016, or thereafter, notice of the desire to modify, amend or terminate the Agreement shall be provided in writing to the other Party not more than ninety (90) calendar days nor less than sixty (60) calendar days prior to October 31, 2016, or any subsequent named expiration date.

### **SECTION 3 — NOTICE TO TERMINATE**

In the event notice of such desire to modify or amend this Agreement has been given as provided above, either Party may terminate the Agreement effective on or after the expiration date of the Agreement by giving the other Party ten (10) calendar days advance written notice of such termination. During the period following receipt of such notice to terminate, all provisions of the Agreement will remain in full force and effect and efforts to reach agreement will be continued.

### **SECTION 4 — TERMINATION**

In the event no agreement has been reached by the effective date of the notice to terminate, all rights and obligations under the Agreement will become void and the Agreement will terminate.

### **SECTION 5 — LOSS OF BENEFITS ON TERMINATION**

The provisions of this Agreement establishing certain rights and benefits for the Union and the employees shall be coextensive with the term of this Agreement and these rights and benefits shall cease and terminate on the termination date of this Agreement, except that they shall cease and terminate sooner where it is so provided.



**IN WITNESS**

**IN WITNESS WHEREOF**, the Parties, by their duly authorized officers and representatives have hereunto and to a duplicate original hereof, set their Hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR CSEA:**

\_\_\_\_\_  
Tim Behrens, Chairperson

**Management Team:**

Jason Jasmine, Chief Negotiator

Mike Carr, CSEA General Manager/CEO

Tim Behrens, CSEA Chair of the Board

Todd D’Braunstein, ACSS President

Rocco Paternoster, ACSS Executive Director

Jim Philliou, CSUEU Executive Director

Neil Jacklin, CSUEU President

Lao Sok, CSEA Administrative Service Manager

Laura Sandbank, CSEA Human Resources Manager

**FOR THE UNION:**

\_\_\_\_\_  
Joe Kahraman, Chair

**UAW Local 2350 Team:**

Andy Heller

Erika Perry

Dan Wise

Hope Farmby

Joyce Villaronga, UAW 2350 President

James Banks, UAW Staff Representative

## **SIDE LETTER #1 -- HEALTH BENEFIT PLANS**

In the best interest of CSEA and the UAW membership we agree to form a Joint Labor Management Committee to research and identify potential health benefit plan issues and options. In the event there is mutual agreement on an alternative health plan, the parties will meet and confer on potential benefit changes. The Health Benefit Joint LMC shall have no more than four members appointed from CSEA (each CSEA affiliate shall have the option of appointing one member to the Health Benefit Joint LMC) and no more than four members appointed from UAW.

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# ATTACHMENT 1

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# **JOB SPECIFICATIONS**

## **Accountant**

The Accountant prepares financial reports and statements for the Local Union and approximately four dozen District Labor Councils. S/he is responsible for preparing monthly closing, statements and variance reports in accordance with appropriate accounting control procedures.

### **DUTIES:**

- Process and document financial transactions, perform reconciliations and maintain appropriate documentation.
- Establish, maintain, and implement accounting controls.
- Write, establish and communicate accounting policies and budgeting procedures.
- Monitor and review reports for accuracy.
- Analyze and review expenditures and variances.
- Report variances to senior management on a monthly basis.
- Resolve discrepancies.
- Develop and maintain records.
- Interact with auditors.
- Assist in developing an annual operating budget and consult with department management on budget planning.
- Train new staff and others on accounting procedures.
- Other duties as assigned.

### **QUALIFICATIONS:**

- A Bachelors Degree in Accounting.
- 2 years accounting experience.
- Knowledge of finance, accounting, budgeting, and cost control procedures including variance reporting and Generally Accepted Accounting Principles.
- Knowledge of financial and accounting software applications.
- Knowledge of federal and state financial regulations, including Sarbanes-Oxley.
- Excellent interpersonal and communications skills.
- Proficiency with Microsoft office and database functions and management.
- Ability to travel occasionally and work occasional overtime or weekends.

### **NOTE:**

- Demotion path to administrative technician/equivalent to program specialist.

# **JOB SPECIFICATIONS**

## **Account Technician**

**DUTIES:** Performs accounting work of average difficulty including, but not limited to, the following:

1. Prepares and checks payrolls and invoices.
2. Gathers, tabulates and proofreads statistical and financial data.
3. Keeps financial records using independent judgment.
4. Posts, checks, balances and adjusts accounts.
5. Schedules, indexes and files bills, vouchers, documents and other paper.
6. Makes arithmetic calculations and checks statistical and accounting tables and records.
7. Assists in preparing reports.
8. Operates a telephone console, taking messages and/or directing calls to the appropriate extension, in the immediate work area.
9. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to a 12th grade education.

**Experience:** One (1) year of experience in keeping or reviewing financial or statistical records.

**Note:** Accounting-related education may be substituted for the required experience on the basis of one (1) year of education for each six (6) months of experience.

**Other:** Knowledge of the methods, practices and terminology used in accounting.

# **JOB SPECIFICATIONS**

## **Administrative Assistant**

**Job Description:** Responsible for directing and coordinating the administrative work for a CSEA or Affiliate director, department or program. The successful candidate will manage large quantities of complex materials, data and records and serve as lead on special projects, conferences, workshops or other specialist programs. Duties include some or all of the following:

- Coordinates and integrates the work activities of several organizational segments ensuring completion of projects.
- Receives correspondence for the director, routes mail or response to appropriate parties and follows up to ensure completed actions.
- Maintains the director's calendar; screens visitors and callers and answers inquiries involving established procedures on routine matters.
- Coordinates the work flow with other departments or field staff; revises or clarifies procedures to resolve conflicts or eliminate duplication of work.
- Ensures that requests for actions or information are directed to appropriate staff as required; ensures that information requests are furnished in a timely manner.
- Maintains software programs and filing systems that are relevant to area operations; integrates data from the various departments; provides data for programs and produces regular and special reports from databases.
- Analyzes information and assists in writing and preparing materials and presentations for campaigns, conferences, workshops, conventions, meetings, mailings, etc.
- Controls administrative functions within the department including budget, leave reports, supplies and files.
- Trains other support staff and distributes administrative support activities when applicable.

### **Duties unique to this position:**

- Supports the director in all meetings including but not limited to notifying members; preparing materials, maintaining and distributing minutes; maintaining other records in accordance with legal requirements.
- Maintains a central calendar of important dates, meetings and events.
- Prepares filings under the direction of management staff and legal and technical consultants.
- Works to facilitate communications about ongoing or anticipated initiatives and campaigns with member leaders.



**Job Qualifications:** Graduation from high school or equivalent. AA degree in administrative sciences and five (5) years of increasingly responsible administrative experience or a combination of education and experience that would provide for the following knowledge, skills and abilities

- Thorough knowledge of modern office procedures and practices.
- Knowledge of unions or other advocacy groups.
- Proficiency in software programs including but not limited to Microsoft Word, Access, Excel, and Power Point.
- Ability to analyze problems, collect data and make sound, logical conclusions.
- Ability to plan, organize and coordinate.
- Ability to communicate effectively, both orally and in writing.
- Ability to type 65 words per minute.
- Ability to develop proficiency in software package(s) required by the department.
- Ability to set priorities and work independently on multiple projects with minimal supervision.

**Duties unique to this classification:**

- Ability to develop effective working relationships with diverse groups of individuals.
- Ability to meet established deadlines.
- Ability to maintain a high level of attention to detail.

# **JOB SPECIFICATIONS**

## **Administrative Technician**

**DUTIES:** Performs a wide range of difficult fiscal, analytical and administrative functions. Promotion to this class is limited to those positions designated by CSEA. Duties of this classification may include, but are not limited to, the following:

1. Coordinating the work of other employees.
2. Accumulating, analyzing and reporting statistical and fiscal data.
3. Developing the best method to complete complex office operational tasks from among a variety of alternatives.
4. Representing the Association before the state employer on matters involving the payroll withholding of dues, fees and benefit premiums.
5. Directly assisting in the administration of a CSEA division, in addition to the full range of secretarial duties, relieves the appropriate CSEA manager of delegated non-management tasks.
6. Coordinating chapter or regional approved benefit mailings.
7. Conducting the annual membership/insurance check.
8. Coordinating the voluntary chapter travel accident insurance plan.
9. Enrolling staff in and maintaining records of enrollments/changes in the staff health and welfare plans and assisting staff in obtaining appropriate benefits under the plans.
10. Maintaining liaison with representatives of the State Controller's office and DPA relative to CSEA-sponsored benefit plans.
11. Independently establishing and maintaining complex filing systems relating to the program assigned.
12. Responding to routine correspondence and telephone calls.
13. Performing other related duties as required.

### **ELIGIBILITY:**

Education: Equivalent to completion of two (2) years of college.

Experience: Three (3) years' experience in performing difficult and complex administrative, accounting, statistical and/or business services functions.

Note: Up to two (2) additional years of experience may be substituted for the required education on the basis of one (1) year of experience being equivalent to one (1) year of education.

# **JOB SPECIFICATIONS**

## **Attorney**

**DUTIES:** The attorney classification performs a wide variety of legal work representing CSEA and its member in both general law and labor law matters. The duties include, but are not limited to, the following:

1. Advising, counseling and representing CSEA and the members before courts and administrative bodies.
2. Giving written and oral legal advice.
3. Preparing and reviewing legal documents.
4. Acting as technical advisor to various Association bodies and officials.
5. Assisting, advising and training other employees in the area of employer/employee relations.
6. Drafting and analyzing legislation and regulations.
7. Performing legal research.
8. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Graduation from an accredited law school.

**Experience:** None.

**Note:** Accredited means accredited by the American Bar Association or the State Bar of California.

**Other:** Active membership in the State Bar of California.

**Other:** Possession of a valid California driver's license and automobile.

# **JOB SPECIFICATIONS**

## **Communications Specialist**

**DUTIES:** Performs a wide range of communications functions including, but not limited to, the following:

1. Obtaining and preparing information for communications media such as writing articles, news releases and speeches concerning CSEA activities; editing CSEA publications, bulletins and articles.
2. Taking photographs.
3. Assisting in keeping files relevant to the communications function
4. Aids the Association, its members and official bodies in communications and in carrying out the objectives of the Association.
5. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to two (2) years of college.

**Experience:** Three (3) years of experience in a relevant field of communications.

**Note:** Four (4) years of paid experience in professional writing or journalism shall be deemed to meet both the education and experience eligibility requirements.

# **JOB SPECIFICATIONS**

## **Computer Support Specialist**

**DUTIES:** Performs duties of a highly technical nature involving the maintenance of the computer services program(s). Duties may include but not be limited to:

1. Add new users to the network and manage accounts (i.e., security access, printer access, etc.)
2. Add new users to e-mail and manage e-mail accounts (e.g., e-mail, address book, calendaring, etc.)
3. Ordering, configuring and installing new PC's or terminals on the network.
4. Setting up new network printers and managing print queues.
5. Troubleshooting basic PC hardware and operating problems.
6. Providing MS Office and desktop application support.
7. Providing anti-virus and SPAM removal support.
8. Backing up and restoring information to the network PC's.
9. Maintaining system documentation and logs.
10. Performing other related duties as required.

### **ELIGIBILITY:**

**Education:** Associate's Degree in a computer-related field and/or applicable certifications in specific technologies or products.

**Experience:** At least four (4) years experience supporting similar information systems environments.

### **ADDITIONAL QUALIFICATIONS:**

**Customer Service:** including customer-oriented telephone and e-mail abilities that respond quickly, competently and patiently to user requests.

**Problem Solving:** gathering information, troubleshooting, evaluating options and offering good solutions.

**Product and Technical Knowledge:** Understanding both the overall system environment, such as system maintenance, workstation support, Internet connectivity and security services, as well as specific products in use.

**Training:** presenting complex technical information to non-technical audiences. The ability to develop and deliver instructional training is preferred.

# **JOB SPECIFICATIONS**

## **Computer Support Technician I & II**

### **DUTIES: Computer Support Technician I**

Provides first level help desk support including, but not limited to, the following:

1. Sets up computers, printers, and held-held devices for staff and affiliates.
2. Troubleshoots basic PC hardware and operating system.
3. Provides desktop application support.
4. Develops and maintains database for tracking support calls, repairs, and inventory of PC hardware and software installed on the network.
5. Prepares any necessary correspondence to work with staff, management, and vendors.
6. Performs other duties as assigned.

### **DUTIES: Computer Support Technician II**

The duties of the Computer Support Technician II would encompass all those of the Computer Support Technician I. At times this level would be called upon to perform any or all of the lower duties and would also be responsible for the following:

1. Personally handles the most difficult trouble-shooting and provides oversight and assistance of the Computer Support Technician I position.
2. Coordinates the ordering of equipment and supplies between vendors and affiliates.
3. Adds new users to the staff Intranet and manages accounts (i.e., security access, usernames, and passwords, etc.).
4. Develops content for the staff Intranet.
5. Trains and assists in the development of other staff members in the department.
6. Performs other duties as assigned.

### **ELIGIBILITY: Computer Support Technician I**

**Education:** Possession of a two year degree or a certification equivalent.  
and

**Experience:** Six months to two years of experience in performing help desk functions or basic troubleshooting.

### **ELIGIBILITY: Computer Support Technician II**

**Education:** Possession of a two year degree or a certification equivalent.  
and

**Experience:** Two years of experience in performing help desk functions or basic troubleshooting.

**Note:** Two years of experience may be substituted for the required education on the basis of one (1) year of experience being equivalent to one (1) year of education.

# **JOB SPECIFICATIONS**

## **Customer Services Technician**

**DUTIES:** Performs duties of a highly skilled customer service representative involving the ongoing service relationships with assigned accounts. Duties may include, but not be limited to:

1. Meet with assigned accounts on a regular and scheduled basis to ensure service needs are being met.
2. Keep up to date on all Central Support products and services and make them available to the assigned accounts.
3. Periodically review job billings and make recommendations on how to reduce costs.
4. Track all jobs /or projects for assigned accounts.
5. Assist assigned accounts with proper submission of jobs/projects.
6. Report any significant problems with assigned accounts to their departmental manager and the General Manager or designee.
7. Responds to routine correspondence and telephone calls.
8. Perform other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to completion of two (2) years of college.  
and

**Experience:** Three (3) years experience in performing difficult and complex customer service, administrative, accounting, statistical and/or business services functions.

**Note:** Up to two (2) additional years of experience may be substituted for the required education on the basis of one (1) year of experience being equivalent to one (1) year of education.

### **ADDITIONAL DESIRABLE QUALIFICATIONS:**

**Customer Service:** Including customer-oriented telephone and e-mail abilities that respond quickly, competently and patiently to user requests.

**Problem Solving:** Gathering information, troubleshooting, evaluating options and offering good solutions.

**Technical Knowledge:** Understanding the overall Central Support function, and departmental specifics, such as Printing Services, Accounting, Human Resources, Member Benefits or Event Planning.



**Training:** The ability to develop and deliver instructional training is preferred.

# **JOB SPECIFICATIONS**

## **Database Administrator**

This position is responsible for database administration and provides primary support and maintenance for multiple database projects and hardware platforms.

### **DUTIES:**

#### **Planning and installation:**

- Monitors and manages database growth and capacity
- Coordinates and performs database upgrades
- Tests and corrects errors
- Selects and implements database management tools to simplify monitoring and support of multiple databases

#### **Maintenance and Optimization:**

- Monitors database performance and performs necessary maintenance
- Writes policies and procedures related to daily operations, data backup and recovery
- Writes database administration policies and procedures, and troubleshoots issues or problems as they arise
- Monitors data security and audit trails

#### **Server Process ID Management:**

- Responsible for the Microsoft SQL Server database
- Assists users with report writing functions
- Provides technical guidance and support to other staff and customers
- Trains users and assists them with writing reports and analysis

#### **Security:**

- Ensures data is backed up and procedures are in place to restore and recover data
- Tests and documents reliability of back-up systems
- Ensures confidentiality of data is managed appropriately

### **QUALIFICATIONS:**

- Bachelor's degree in Computer Science or Information Technology or related field of study
- Five (5) years' experience in an information technology support role, including three (3) years' experience in systems management, upgrades and maintenance activities and one (1) year experience with database administration.

# **JOB SPECIFICATIONS**

## **Driver, Mail Machine Operator, Courier**

**DEFINITION:** Performs varied clerical and messenger duties for CSEA and its Affiliates including, but not limited to, the following:

### **DUTIES:**

1. Drives a management-owned vehicle as directed.
2. Monitors servicing of an assigned management-owned vehicle.
3. Picks up, delivers and sets up/breaks down materials for Union fairs and various meetings throughout the State.
4. Picks up and drops off members and staff as directed.
5. Provides messenger services as required.
6. Picks up, sorts, and distributes supplies and mail.
7. Operates less complex equipment such as postage meters, staplers, folders, collators and copiers.
8. Updates mail slots as needed.
9. Maintains and distributes office supplies and forms.
10. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to a 12th grade education.

**Experience:** None.

**Other:** Possession of a Valid California driver's license.

### **KNOWLEDGE AND ABILITIES:**

1. Knowledge of mailing equipment.
2. Knowledge of mailing requirements, including USPS and UPS.
3. Ability to relate to the public.
4. Ability to lift up to 60 pounds.

# **JOB SPECIFICATIONS**

## **Employee Benefits Representative**

**DUTIES:** In an assigned area, promotes and sells CSEA and CSEA's insurance and benefits plans. Duties include, but are not limited to, the following:

1. Provides members/non-members with information regarding the various insurance/benefit plans offered by the Association.
2. Develops rapport with and provides assistance to the various organizational entities of CSEA in particular involving the marketing of CSEA benefit plans (i.e., regions, chapters, stewards, council activists, other staff, etc.)
3. Maintains contact with and develops a working relationship with departmental health benefit officers and personnel representatives.
4. Assists in membership recruitment.
5. Performs elements of member training in areas involving CSEA's benefit program.
6. Assists members in obtaining representational services through CSEA.
7. Assists members in the adjudication of insurance/benefit related problems.
8. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to two (2) years of college.

**Experience:** Either: two (2) years of performing increasingly responsible sales, technical or administrative work involving the marketing or analysis of insurance or employee benefit programs including group insurance; or three (3) years with CSEA performing the duties of employee benefit technician.

**Other:** Must have valid California Life and Disability and Casualty license. Must possess a valid California driver's license and automobile.

# **JOB SPECIFICATIONS**

## **Employee Benefits Technician**

**DUTIES:** Performs general work in the member benefits section including, but not limited to, the following:

1. Provides members/non-members with information regarding CSEA and the various insurance/benefit plans in the Association.
2. Processes various forms and applications.
3. Receives notice of death for members and their families, notifies appropriate insurance carriers by special form(s), gives additional information regarding state, union, retired death benefits as needed.
4. Maintains, distributes, and inventories insurance brochures and discount information.
5. Utilizes computer system for information retrieval.
6. Receives and checks applications and/or fees and writes receipts. Posts, checks and balances discount ticket sale monies.
7. Makes arithmetic calculations and checks insurance tables and reports.
8. Operates a telephone console, taking messages and/or directing calls to the appropriate extension.
9. Establishes and maintains various office files.
10. Prepares tables, charts and graphs and assists in compiling and tabulating statistical data.
11. Handles routine copying and distribution of materials.
12. Prepares responses to routine correspondence.
13. Receives, sorts and distributes mail.
14. Types in draft or final form on either typewriters or word processors from hand-written materials or transcription.
15. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Either equivalent to completion of the 12th grade in a business (clerical/secretarial) curriculum; or completion of a business school curriculum; or completion of a clerical work experience training program.

**Experience:** None.

**Other:** Proficiency in typing of 55 words per minute.

**Note:** One (1) year of work experience as a clerk typist outside of CSEA may be substituted for the required education.

# **JOB SPECIFICATIONS**

## **General Worker**

**DUTIES:** Under direction of the Print Shop Administrator, performs general print shop duties: picks up mail, sorts and delivers; assist other print shop employees in performing their duties as required; and performs other duties as required, including, but not limited to:

1. In charge of receiving and warehousing inventory of paper and necessary chemicals.
2. Keeps print shop in order: empty garbage cans; sweep floors as necessary, etc.
3. Ensures that all chemical bottles and water bottles for fountains are in stock
4. Ensures that shop towels are in stock.
5. Load delivery truck as needed.
6. Drive delivery trucks to do mail runs and deliveries of supplies, etc.
7. Help press and bindery personnel as needed (load the materials or catch at either end of equipment.
8. Wipe down equipment as needed.
9. Assist in office moves in CSEA and/or Affiliates.

### **ELIGIBILITY:**

**Education:** Equivalent to completion of the 12th grade.

**Experience:** None.

**Other:** Must have valid California Driver's license and provide proof of a clean driving record. Must be able to lift 50 pounds.

# **JOB SPECIFICATIONS**

## **Graphics/Composition Technician**

**DEFINITION:** Under general supervision to create graphic design and line copy using sophisticated computer software and imaginative creativity to produce camera ready copy for photo offset printing in typeset form; construct design layouts and illustrations; checks quality control; effectively communicate with clients, pre-press and press operations and adapt and apply new technologies to graphics and layout design for organizational projects.

**TYPICAL TASKS:** This is a journey level position. Operates computers with sophisticated software systems to create illustrations, graphics, color combinations for creative effect, visual representations for client approval, half tones, duo tones, and multi-color work; creating camera ready formats with registration within .005 of an inch; consults with clients on color coordination and product design; maintains quality control; works with pre-press and press operations to achieve client results; trains employees in the use of equipment and processes; maintains originals, records and files; maintains inventory and submits orders for supplies; and performs other Printing Plant duties as required.

**KNOWLEDGE AND ABILITIES:** Knowledge of complex computer systems for printing applications and an expertise in graphics software, inventory, filing and scheduling systems; knowledge of multi-color work, pre-press and press operations, color schemes for visual effect, typography, layout design, grids and composition; ability to master complex software programs, design effective layouts, communicate with clients, crop photos and illustrations for design and illustrative effect, understand computer logic, type in excess of 65 words per minute accurately, communicate effectively and train others.

**MINIMUM QUALIFICATIONS:** Three (3) years recent full time paid experience in operating a state-of-the-art graphics-oriented computer/composition system utilizing the most up-to-date software;

or

Two (2) years of college with a concentration in visual communications, graphic design, printing technology and computer applications.

**ADDITIONAL QUALIFICATIONS:** Visual color acuity; 20/30 corrected eyesight; the ability to work in a noisy environment and adhere to safety practices; handling hazardous materials; ability to lift up to 60 pounds.

# **JOB SPECIFICATIONS**

## **Labor Relations Representative**

**DUTIES:** Organizes state and university employees, represents state and university employees and the Association in employer/employee relations matters and trains state and university employees and staff in employer/employee relations functions. The duties include, but are not limited to, the following:

1. Advising, assisting, training and/or participating in all aspects of the negotiation and grievance processes including, but not limited to, collection and assimilation of demands and data, coordination and advocacy.
2. Representing individuals and the Association in arbitrations, disciplinary matters, unfair practices and other administrative actions.
3. Organizing the workplace by signing up members, assisting the workers in coming together for mutual aid and protection, and informing the workers of the benefits of membership in the Association.
4. Aiding the Association, its members and official bodies in carrying out the objectives of the Association.
5. Acting as technical advisor and coordinator to various Association bodies, stewards and officials.
6. Providing advice, training, coordination and assistance to workers and job stewards on matters of wages, hours and other terms and conditions of employment.
7. Performing other staff, job steward and member training functions.
8. Ability to independently handle difficult and complex issues in labor relations matters.
9. Ability to exercise skills in interpersonal relationships.
10. Performing other related duties as required.

### **ELIGIBILITY:**

**Education:** For all persons employed in the classification of Labor Relations Representative prior to April 25, 1994, equivalent to graduation from the 12th grade.

For all employees hired in the classification of Labor Relations Representative subsequent to April 25, 1994, either: (1) a certificate of successful completion of the University of California's Extension Program in Labor-Management Relations; or (2) a four (4) year college degree.

**Experience:** For those individuals who do not possess a four year college degree, at least three (3) years of professional experience in employer/employee relations providing representation at a level equivalent to that required of a CSEA Labor Relations Representative.



For those employees who do possess a four (4) year college degree, at least one (1) year of professional experience in employer/employee relations providing representation at a level equivalent to that required of a CSEA Labor Relations Representative.

**Other:** Possession of a valid California driver's license and automobile.

# **JOB SPECIFICATIONS**

## **Legal Assistant (Graduate)**

**DUTIES:** The legal assistant works with attorneys in the legal division as an assistant doing entry level legal work including, but not limited to, the following:

1. Performing legal research.
2. Interviewing witnesses.
3. Investigating.
4. Serving legal papers.
5. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Recent graduation from an accredited law school.

**Experience:** None.

**Note:** This is a transitional classification. Failure to pass the California State Bar examination within nine (9) months of entering this classification will result in automatic termination.

**Note:** Accredited means accredited by the American Bar Association or the State Bar of California.

# **JOB SPECIFICATIONS**

## **Legal Secretary**

**DUTIES:** Performs the full range of legal secretarial work including, but not limited to, the following:

1. Types in draft or final form on either a computer, typewriter or word processor from notes, handwritten materials or transcription using correct form.
2. Takes and transcribes dictation.
3. Operates a telephone console, taking messages and/or directing calls to the appropriate extension.
4. Maintains and operates case calendaring system in compliance with legal requirements.
5. Sets up and maintains files.
6. Requisitions and maintains office supplies.
7. Handles routine copying and distribution of materials.
8. Acts as administrative aide to assigned staff.
9. Maintains law library.
10. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to completion of the 12th grade.

**Experience:** Three (3) years of experience as a legal secretary and/or similar experience in a law office environment.

**Other:** Proficiency at typing 70 words a minute. Proficiency in proofreading skills and knowledge of grammar rules. Knowledge of legal terminology, state and federal court rules and procedures. Demonstrable knowledge of legal citation form, familiarity with legal publications, legal library filing and updating material, and calendaring. Proficiency and familiarity with word processing programs (e.g. WordPerfect) and legal calendaring support software (e.g. Abacus).

# **JOB SPECIFICATIONS**

## **Legislative Advocate**

**DUTIES:** Under direction of the Administrator for Governmental Affairs, to act as full-time CSEA legislative advocate; to participate in the development of CSEA's legislative program; to work cooperatively with CSEA's various internal divisions; to assist in the development and implementation of legislation; to develop and maintain close professional relationships with members of the State Legislature; to appear before the committees of the legislature as necessary; to support CSEA's legislative goals and objectives; and to perform other related work as required . The duties include, but are not limited to, the following:

1. Confers directly with appropriate legislators and staff consultants regarding CSEA's legislative program.
2. Maintains close liaison with state department staff to gain their support of bills sponsored or supported by CSEA.
3. Confers with officials and legislative representatives of other employee organizations to develop mutual interest and support for CSEA's program.
4. Represents CSEA's views on legislation to appropriate committees of the legislature.
5. Provides support to assigned divisions in developing legislative proposals and including member involvement in the achievement of legislative objectives.
6. Attends Board of Directors and other CSEA meetings when directed to.
7. Analyzes legislative and administrative reactions to CSEA's programs and makes recommendations.
8. Provides general assistance in implementing CSEA's political action program.
9. Coordinates with research, CSEA's political action committee and other appropriate staff in achieving CSEA's legislative objectives.

### **ELIGIBILITY:**

**Education:** Equivalent to graduation from college.

**Experience:** Either (1) — One (1) year in a CSEA or state class equivalent in level to Labor Relations Representative; or (2) — broad and extensive (more than three [3] years) experience in activities which would develop a comprehensive knowledge of legislative representation as practiced in California, at least one (1) year of which must have been paid experience performing related legislative duties.

**Note:** Additional qualifying experience may be substituted for a maximum of four (4) years of the required education on a year-for-year basis.

**Other:** Willingness to travel frequently; willingness to work unusual hours; sympathetic understanding of the personnel problems of state employees.

# **JOB SPECIFICATIONS**

## **Legislative Secretary**

**DUTIES:** The Legislative Secretary performs the full range of duties for the classification of Secretary Range A, with additional responsibilities that may include, but are not limited to, the following:

1. Maintains legislative bill files, with appropriate copies of bills, amended bills, committee analysis, position letters, research and background information.
2. Maintains hearing calendar, with appropriate committee and floor hearing dates, legislative deadlines and other appropriate legislative activities.
3. Researches status of current and past legislation and the state budget.
4. Advises staff and members on the status of legislation.
5. Maintains records, files and reports for Fair Political Practices Commission.
6. Drafts correspondence relating to pending legislation, including position papers.
7. Monitors legislative hearings, and report on content of hearing, vote count, and status of bills.
8. Distributes and collect bill analyses from staff.
9. Attends Governmental Affairs Committee meetings, prepare reports and minutes from meetings, and provide support to committee members.
10. Schedules meetings with legislators for members and staff.
11. Maintains and updates schedules of fund raising event.
12. Maintains records and coordinates disbursements of PAC funds.
13. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** High School Diploma or Completion of 12th grade equivalency examination.

**Experience:** One (1) year of service at CSEA in the classification of Secretary, with one (1) year experience working as a legislative secretary for a legislator or full time lobbyist

or

Three (3) years of full time experience working as a legislative secretary for a legislator or full time lobbyist.

**Other:** Demonstrated knowledge of legislative process and procedure, state budget process, and California political process. Proficiency in typing of 70 words per minute.

# **JOB SPECIFICATIONS**

## **Member Resource Center Representative**

Member Resource Representatives work in a call center as the first point of contact for members seeking advice or representation. They respond to inquiries by advising on contract administration, State Personnel Board and other administrative rules, and providing assistance or referring persons to other staff within the Local Union.

### **DUTIES:**

1. Answering telephone calls.
2. Documenting, logging and tracking calls in a database.
3. Problem solving.
4. Interpreting contract language and state policies.
5. Advising callers on their rights and options.
6. Recognizing trends in customer calls and alerting the Coordinator.
7. Providing on-the-job training to new representatives.
8. Contributing to a collaborative team effort.
9. Other duties as assigned.

### **QUALIFICATIONS:**

1. Strong interpersonal and communication skills.
2. Excellent customer service and listening skills.
3. Multi-tasking, analytical and problem-solving skills.
4. Experience prioritizing and completing work with tight deadlines in a fast-paced environment.
5. Knowledge or understanding of collective bargaining.
6. Knowledge of labor law, policies, practices and procedures.
7. Intermediate ability with Microsoft Office, particularly Excel.
8. Ability to type 30 words per minute.
9. A college degree is preferred but not required.

# **JOB SPECIFICATIONS**

## **Membership Data Technician**

**DUTIES:** Performs work in membership data section including, but not limited to, the following:

1. Records data and maintains records on CSEA members and feepayers.
2. Receives, verifies and processes member applications.
3. Calculates dues/fees for members and feepayers.
4. Processes MasterCard/VISA payments for special members.
5. Prepares billings, receives payments and verifies dues for "small office" employees.
6. Processes and verifies monthly dues tape for UC members.
7. Develops and maintains directories, files and databases on members and feepayers.
8. Answers inquiries and processes complaints from members and feepayers.
9. Prepares letters and memo.
10. Retrieves data from computer systems and microfiche.
11. Performs general clerical work.
12. Operates telephone console taking messages and/or directing calls to the appropriate extension in the immediate work area.
13. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to a 12th grade education.

**Experience:** One (1) year of experience in keeping or reviewing financial or statistical records.

**Note:** Accounting related education may be substituted for the required experience on the basis of one (1) year of education for each six (6) months of experience.

**Other:** Knowledge of the methods, practices and terminology used in accounting.



# **JOB SPECIFICATIONS**

## **Office Assistant**

**DUTIES:** Performs varied clerical and messenger duties including, but not limited to, the following:

1. Prepares, gathers, sorts, classifies, and maintains various documents.
2. Receives, sorts and distributes mail.
3. Provides messenger services as required.
4. Establishes and maintains various files.
5. Operates a telephone console, taking messages and/or directing calls to the appropriate extension.
6. Maintains and distributes office supplies and forms.
7. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to a 12th grade education.

**Experience:** None.

# **JOB SPECIFICATIONS**

## **Office Technician**

**DUTIES:** Performs general typing and office functions including, but not limited to, the following:

1. Types in draft or final form on either computers, typewriters or word processors from handwritten materials or transcription.
2. Operates a telephone console, taking messages and/or directing calls to the appropriate extension.
3. Processes various forms and applications and responds to members' inquiries.
4. Establishes and maintains various files.
5. Prepares tables, charts and graphs and assists in compiling and tabulating statistical data.
6. Handles routine copying and distribution of materials.
7. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Either equivalent to completion of the 12th grade in a business (clerical/secretarial) curriculum; or completion of a business school curriculum; or completion of a clerical work experience training program.

**Experience:** None.

**Other:** Proficiency in typing of 55 words per minute.

**Note:** One (1) year of work experience as a clerk typist outside of CSEA may be substituted for the required education.

# **JOB SPECIFICATIONS**

## **Organizer in Training**

Under the direction of the Chief of Staff or her/his designee, completes a formal and informal training program, including extensive on-the-job training, designed to develop the skills necessary to advance into the journey level Union Representative/Organizer classification.

### **Distinguishing Characteristics**

This is an entry level Organizer classification. To promote to a Union Representative/Organizer position, the incumbent must successfully advance through the fourth step of this classification.

**DUTIES:** The required duties, which may or may not be continuously performed, include, but are not limited to, the following:

1. Identify, recruit, train and develop worksite leaders and stewards.
2. Lead, motivate and mobilize worksite leaders, stewards and members in internal and external organizing, politics, community alliance building and other union activities.
3. Develop and maintain effective communication networks in worksites, including writing and distributing leaflets, notices, newsletters, emails and other materials among worksite leaders, stewards and members.
4. Visit members and potential members at their homes.
5. Create and maintain lists and charts, which may include input on, and operation of, computerized database systems.
6. Work with worksite stewards and leaders to represent members through the grievance and arbitration system, as well as mobilizing members to take action around issues in the worksite.
7. Effectively advance the Union's positions in community groups, political groups, and labor councils and with local, state and federal officials and legislative bodies.
8. Conduct research and analyze data.
9. Prepare and present clear, concise and complete verbal and written reports.
10. Perform other related duties as required.

### **ELIGIBILITY:**

1. Experience as a union steward or officer, or as an organizer in a field other than labor (community, social justice, environmental, etc.), or proven ability to carry on the responsibilities of the job.
2. Leadership and motivational skills.

3. Effective written and verbal communication skills and the ability to listen actively and frame issues.
4. Analytical skills directed towards strategic planning, and the ability to deal with conflicting/ changing priorities.
5. Ability to establish and maintain rapport with widely varied ethnic, occupational and social groups.
6. Basic computer skills, such as Word, Excel, Power Point, Access and email programs.
7. Ability to work within timelines under pressure and general supervision.
8. Willingness to work long and irregular hours and participate in all union wide activities.
9. Willingness to travel and work in different locations for determined periods of time.
10. Valid driver's license, working automobile and valid auto insurance with minimum level of coverage required by staff union contract.
11. Commitment to social justice and building power for workers.

# **JOB SPECIFICATIONS**

## **Organizer/Union Representative/Senior Union Representative**

### **DEFINITION:**

Under the direction of the Chief of Staff or her/his designee, primary responsibility in an assigned area for the full range of organizing, leadership development and representation of a diverse membership .

### **DISTINGUISHING CHARACTERISTICS:**

This is a journey level union representative/organizer classification. To promote to a Senior Union Representative/Organizer, the employer shall consider such factors as skills, qualifications, ability and overall work record and prior work experience in promoting a Union Representative to a Senior position beginning the fifth year as a Representative.

To be designated as Senior Representatives employees will be evaluated on proficiency in the following activities:

1. Serve as, or assist, the lead staff negotiator in negotiating bargaining unit side tables or complex statewide meet and confers, and coordinate the statewide activities of assigned bargaining units or departments.
2. Represent individuals or the Union in arbitration or final level hearings (excluding expedited arbitration) and assist in preparation of required briefs or exhibits or preparation of witnesses.
3. Plan and execute member actions, plan and implement successful voter identification, COPE fundraising and GOTV efforts.
4. Plan and coordinate internal and /or external organizing campaigns or components of contract campaigns, including leadership of staff and active member organizing committees, coordination of research, communications, legal and field components, planning and execution of member actions, planning and implementation of successful GOTV efforts, and the ability to anticipate and respond to employer tactics.
5. Provide leadership, mentoring and training in the areas listed above to OITs and/or Union Representatives.
6. The employer shall provide appropriate training opportunities to qualify a Representative for promotion to a Senior position, including classroom and on-the-job training and exposure to work in one or more other areas other than the one to which the employee is assigned.

Promotion to Senior is contingent on receiving annual appraisals with no item noted as needing improvement in the year prior to the promotion. Annual appraisals are intended

to be non-disciplinary in nature. A decision to deny promotion to Senior Representative will not be made for arbitrary or capricious reasons.

**DUTIES:** The required duties, which may or may not be continuously performed, include, but are not limited to, the following:

1. Identify, recruit, train and develop worksite leaders and stewards.
2. Lead, motivate and mobilize worksite leaders, stewards and members in internal and external organizing, politics, community alliance building and other union activities.
3. Develop and maintain effective communication networks in worksites, including writing and distributing leaflets, notices, newsletters, emails and other materials among worksite leaders, stewards and members.
4. Visit members and potential members at their home.
5. Create and maintain lists and charts, which may include input on, and operation of, computerized database systems.
6. Coordinate field campaigns in support of contract campaigns, meet and confers and the resolution of other worksite issues.
7. Serve as the lead staff negotiator in bargaining unit negotiations and meet and confers.
8. Provide training and guidance to negotiating committees.
9. Work with worksite stewards and leaders to represent members through the grievance and arbitration system, as well as mobilizing members to take action around issues in the worksite.
10. Process grievances and appeals up to and including final level of SPB, PERB, NLRB or arbitration, including investigation, preparation of witnesses, exhibits and briefs, and general development of cases.

# **JOB SPECIFICATIONS**

## **Payroll Services Technician I & II**

### **DUTIES: PAYROLL SERVICES TECHNICIAN I**

1. Reviews, corrects and keeps detailed numerical, financial and confidential data.
2. Coordinates and administers a variety of payroll plans, voluntary deduction programs, retirement Health Benefit plans, disability insurance plans, and income tax withholding requirements.
3. Reviews Fair Share Fee Reporting Forms for compliance with Association policy, accuracy of mathematical calculations and proper approvals in accordance with Human Resources and/or management.
4. Prepares and distributes new Fair Share Fee Reporting Forms for each payroll period; verifies and distributes all paychecks in headquarters and to all out-stationed employees.
5. Makes timely deposits of all State and Federal taxes and files quarterly State and Federal tax returns.
6. Reconciles and remits all payroll deductions, and reconciles payroll accounts to the General Ledger.
7. Maintains accounts receivable ledger for retirees' insurance; bills pension fund trustee account for CSEA's pro-rata share.
8. Prepares any necessary technical correspondence; responds to Federal, State, and local inquiries concerning employment, periods of disability and wage assignments.
9. Provides assistance to all staff, and works closely with Human Resources and management.

### **DUTIES: PAYROLL SERVICES TECHNICIAN II**

The duties and knowledge of the Payroll Services Technician II would encompass all those of the Technician I. At times this level would be called upon to perform any or all of the lower duties and would be specifically responsible for the following specialized duties of the higher level:

1. Responsible for all coordination and remittance of all invoices relating to employee and retiree insurance benefit plans.
2. Prepares quarterly and annual wage summaries and reconciliations, and reports of miscellaneous non-employee payments.
3. Maintains payroll software with upgrades as needed, as well as preparing reports on the report writer.
4. Personally handles the most difficult transactions and provides oversight and technical assistance of the Technician I position.

**ELIGIBILITY: PAYROLL SERVICES TECHNICIAN I**

**Education:** Possession of a high school diploma or a certification of equivalence of graduation from the 12th grade.

and

**Experience:** Two (2) years of experience in performing difficult and complex administrative, accounting, statistical and/or business services functions.

**ELIGIBILITY: PAYROLL SERVICES TECHNICIAN II**

**Education:** Possession of Associate Arts Degree Program or a certificate demonstrating the completion of two (2) years of college coursework.

and

**Experience:** Three (3) years of experience in performing difficult and complex administrative, accounting, statistical and/or business services functions. Demonstrated knowledge of laws, rules and regulations, and bargaining contract provisions affecting payroll or deduction programs, procedures and policies of the processing of payroll transaction documents.

**Note:** For the Payroll Services Technician II, up to two (2) additional years of experience may be substituted for the required education on the basis of one (1) year of experience being equivalent to one (1) year of education.



# **JOB SPECIFICATIONS**

## **Political/Community Organizer**

**DEFINITION:** The Political Organizer is an entry level position. Incumbent is responsible for assisting in the implementation of SEIU Local 1000's political, community coalition and legislative programs. The duties range from increasing grass roots involvement by implementing the union's political program in the work sites to assisting member union leaders in developing the COPE Program, determining campaign priorities and recommending candidate endorsements.

### **DUTIES:**

1. Under the leadership of the Senior Political Organizer and the supervision of the Political Field Manager, works with other staff and members to implement the Union's political program at the work site level.
2. Works with members and other staff to develop grassroots political structures and programs in the workplace and the community.
3. Assists the Sr. Political Organizer in training staff and activists in political campaign tactics.
4. Under the leadership of the Senior Political Organizer and the supervision of the Political Field Manager, works with other labor unions, progressive groups and allies, to form coalitions in support of the union's political agenda.
5. Works with members to increase COPE contributions by implementing programs to educate and recruit COPE members.

### **ELIGIBILITY:**

**Experience:** A minimum of one (1) year paid or volunteer experience in grassroots political programs, assisting in the coordination of political campaigns and/or implementing community organizing campaigns.

**Desirable Qualifications:** Demonstrated success in coordinating political campaigns, building strategic coalitions to influence public policy and knowledge of the California state legislature and labor unions. Strong commitment to social justice.

**Other:** Possession of a valid California driver's license, reliable automobile and valid automobile insurance.

# **JOB SPECIFICATIONS**

## **Program Specialist – Benefit Services**

**DUTIES:** Performs duties of a highly technical nature involving the operation of the benefit services program. Duties may include, but are not limited to, the following:

1. Working independently as a high level technical specialist, analyzing data and situations, identifying problems, reasoning logically, drawing valid conclusions, and developing effective solutions.
2. Coordinating all benefit programs for CSEA members, including preparation of discount guide.
3. Overseeing CSEA staff insurance programs.
4. Advising and training staff members on matters regarding member benefit programs and staff insurance programs.
5. Serving as advisor to the CSEA Member Benefits Committee.
6. Responding to correspondence and telephone calls or complex questions regarding the insurance or benefit programs.
7. Coordinating the work of support staff.
8. Maintaining appropriate contracts and contacts with insurance companies and administrators of CSEA-sponsored insurance programs for members and for staff.
9. Performing other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to graduation from college.

**Experience:** Three (3) years of experience in fiscal, management, insurance or research fields or two (2) years as a research assistant or an administrative technician at CSEA.

**Note:** Additional qualifying experience may be substituted for a maximum of four (4) years of the required education on a year-for-year basis.

# **JOB SPECIFICATIONS**

## **Program Specialist – Computer Services**

**DUTIES:** Performs duties of a highly technical nature involving the operation of the computer services program. Duties may include, but are not limited to, the following:

1. Working independently as a high level technical specialist, analyzing data and situations, identifying problems, reasoning logically, drawing valid conclusions, and developing effective solutions.
2. Maintaining the data base for CSEA computer services.
3. Advising and training staff and members on matters regarding use of computer services; providing quality controls for routine computer services, including the coordination and maintenance of computer equipment.
4. Coordinating the work of support staff.
5. Performing other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to graduation from college.

**Experience:** Three (3) years of experience in fiscal, management, insurance or research fields or two (2) years as a research assistant or an administrative technician at CSEA

**Note:** Additional qualifying experience may be substituted for a maximum of four (4) years of the required education on a year-for-year basis.

# **JOB SPECIFICATIONS**

## **Program Specialist – Special Services**

**DUTIES:** Performs duties of a highly technical nature involving the operation of the special services program. Duties may include, but are not limited to, the following:

1. Working independently as a high level technical specialist, analyzing data and situations, identifying problems, reasoning logically, drawing valid conclusions, and developing effective solutions.
2. Independently working on special programs and developing material and procedures for these programs, which may include, but is not limited to:
  - a) Statewide Child Care
  - b) Staff Retirement Plan
  - c) Political Action
  - d) Business Services
  - e) Elections
  - f) Employer-Paid Benefits
3. Coordinating the work of support staff.
4. Performing other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to graduation from college.

**Experience:** Three (3) years of experience in fiscal, management, insurance or research fields or two (2) years as a research assistant or an administrative technician at CSEA.

**Note:** Additional qualifying experience may be substituted for a maximum of four (4) years of the required education on a year-for-year basis.

**Note:** Ability to comprehend complicated state and federal regulations.

# **JOB SPECIFICATIONS**

## **Programmer**

**DUTIES:** Reviews, analyzes and modifies programming systems including encoding, testing, debugging and documenting programs. Has knowledge of commonly-used concepts, practices and procedures. Primary job functions require exercising independent judgment. Duties may include, but not be limited to:

1. Provide reports on project development status to supervisor on a regular and timely basis.
2. Provide technical consultation in new systems development and enhancement of existing systems.
3. Participates in production support and problem resolution activities.
4. Tests and debugs programs for accuracy and functionality.
5. Analyses, designs and develops new programs and maintains, modifies and enhances existing systems and programs.
6. Coordinates database design and implementation with assigned manager.
7. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to graduation from college.

**Experience:** Three (3) years of experience programming in Microsoft .NET, VISUAL STUDIO, SQL 2000/2005.

### **ADDITIONAL SKILLS AND KNOWLEDGE:**

1. Strong team-oriented interpersonal and communication skills
2. Strong knowledge and understanding of structured analysis and technical design techniques.
3. Strong analytical and problem-solving skills
4. Ability to develop applications on multiple operating systems.
5. Knowledge of object-oriented analysis, design and knowledge of Visual Studio .NET environment, particularly C#.
6. Solid knowledge of Microsoft SQL, along with DB2 and MySQL.

# **JOB SPECIFICATIONS**

## **Receptionist**

**DUTIES:** The receptionist performs the full range of duties normally associated with receiving the public and staffing the switchboard including, but not limited to, the following:

1. Receives the public and determines the purpose of the calls.
2. Furnishes general information concerning CSEA and state policies and services.
3. Directs callers to an appropriate person or office.
4. Maintains current directories, introduces callers and accepts applications and other material.
5. Operates a telephone console, taking messages and/or directing calls to the appropriate extension.
6. Prepares, gathers, sorts, classifies, and maintains various documents.
7. Establishes and maintains various files.
8. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to a 12th grade education.

**Experience:** None.

**Other:** Ability to operate a typewriter at a speed of 55 words per minute.

# **JOB SPECIFICATIONS**

## **Research Analyst**

**DUTIES:** Performs the full range of analytical and research functions including, but not limited to, the following:

1. Defining research needs.
2. Doing statistical and other research.
3. Organizing and analyzing accumulated data.
4. Preparing written and oral reports and presentations.
5. Making presentations on behalf of the Association and its members.
6. Being a technical advisor to various Association bodies and officials.
7. Assisting, advising and training other employees and members as assigned.
8. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to graduation from college.

**Experience:** Three (3) years of experience in employer/employee relations, fiscal, management, insurance or research fields or two (2) years as a research assistant at CSEA.

**Note:** Four (4) years as a researcher or as a field representative at CSEA or as a research assistant at CSEA shall be deemed to meet both the education and experience eligibility requirements.

# **JOB SPECIFICATIONS**

## **Research Assistant**

**DUTIES:** The research assistant performs analytical and research functions including, but not limited to, the following:

1. Does statistical and other research.
2. Under direction, organizes and analyzes accumulated data.
3. Prepares written and oral reports.
4. Develops graphs and charts.
5. Maintains an adequate library of source material.
6. Maintains necessary files.
7. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to completion of two (2) years of college.

**Experience:** Three (3) years experience in performing analytical, statistical and research work.

**Note:** CSEA experience as a secretary or senior clerical may be substituted for up to one (1) year of experience is equivalent to six (6) months of the required education.



# **JOB SPECIFICATIONS**

## **Secretary, Range A, B, & C**

**DUTIES:** The secretary performs the full range of difficult and responsible secretarial duties including, but not limited to, the following:

### **Range A:**

1. Types in draft or final form on either computers, typewriters or word processors from notes, handwritten materials or transcription using correct form.
2. Records and prepares minutes from meetings.
3. Prepares responses to routine correspondence.
4. Acts as administrative aide to assigned staff.
5. Handles meeting arrangements and reservations.
6. Operates a telephone console, taking messages and/or directing calls to the appropriate extension.
7. Processes various forms and applications and responds to members' inquiries.
8. Establishes and maintains complex filing systems.
9. Prepares tables, charts and graphs and assists in compiling and tabulating statistical data.
10. Handles routine copying and distribution of materials.
11. Knowledge of a variety of software application programs.
12. Performs other related duties as required

### **Range B:**

This range is applicable when the employee, in addition to performing the duties described in Range A above, acts as sole secretarial support in a satellite office with three (3) or more exempt staff.

### **Range C:**

This range is applicable when the employee, in addition to performing the duties described in Range A above, also coordinates the work of two (2) or more secretaries.

### **ELIGIBILITY: Ranges A & B**

**Education:** Equivalent to completion of the 12th grade.

**Experience:** Two (2) years of experience at CSEA performing duties as a secretary, or three (3) years of experience in a responsible secretarial position.

**Other:** Proficiency in typing of 55 to 65 words a minute.

**ELIGIBILITY: Range C**

**Education:** Equivalent to completion of the 12th grade.

**Experience:** Three (3) years of experience at CSEA performing duties as a Secretary, or four (4) years of experience in a responsible secretarial position.

**Other:** Proficiency in typing of 60 to 70 words a minute.

**ELIGIBILITY: All Ranges**

**Note:** Business related education may be substituted for up to one (1) year of the required experience on the basis of one (1) year of education being equivalent to six (6) months of experience.

# **JOB SPECIFICATIONS**

## **Senior Account Technician**

**DUTIES:** Performs the more difficult and complex accounting functions, including, but not limited to, the following:

1. May coordinate the work of a major functional unit within the accounting section.
2. Prepares and checks payrolls and invoices.
3. Gathers, tabulates and proofreads statistical and financial data.
4. Keeps financial records using independent judgment.
5. Posts, checks, balances and adjusts accounts.
6. Schedules, indexes and files bills, vouchers, documents and other paper.
7. Makes arithmetic calculations and checks statistical and accounting tables and reports.
8. Prepares reports, statements and analyses.
9. Operates a telephone console, taking messages and/or directing calls to the appropriate extension within the immediate work area.
10. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to a 12th grade education.

**Experience:** Three (3) years of experience in keeping or reviewing financial or statistical records; or two (2) years experience in the CSEA accounting unit.

**Other:** Knowledge of the methods, practices and terminology used in accounting.

# **JOB SPECIFICATIONS**

## **Senior Analyst**

**DUTIES:** Performs the most complex and difficult technical staff work with responsibility for a critical organizational group or program; to represent the Association and its members before official State bodies. The duties include but are not limited to, the following:

1. Acts as technical advisor to Association and/or Division/Affiliate committees.
2. Attends and/or presents information to various Association, Division/Affiliate and/or State committees and bodies.
3. Performs staff analysis work and advice and assistance in highly complex and/or critical programs of the Association and/or Division/Affiliate.
4. Prepares reports and other materials for review and/or action by various Association/ Division/Affiliate bodies and/or State committees and/or representatives.
5. Coordinates the assigned work with other phases of CSEA programs.
6. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to completion of two (2) years of college. One (1) year of experience in the classification of Program Specialist, Research Analyst or Labor Relations Representative may be substituted for the required education.

**Experience:** Either (1) at least three (3) years at CSEA in a position of Program Specialist, Research Analyst or Labor Relations Representative; or (2) at least four (4) years of full-time analytical and/or employee/employer relations experience.

**Note:** Possession of a valid California driver's license and automobile.

# **JOB SPECIFICATIONS**

## **Senior Attorney**

**DUTIES:** The senior attorney is a classification that coordinates and directs the work and the significant activities of the Legal Division. Promotion to this classification is limited only to those positions designated by the affiliate or due to operational needs. A senior attorney also performs a wide variety of complex or significant legal work representing the CSEA and affiliates and/or its members in both general law and labor law matters. The duties include, but are not limited to the following:

1. Exercising professional judgment in the development of complex or significant legal theories to be pursued or strategies to be utilized by the affiliate within its jurisdiction.
2. Compiling analysis, reports or results of the legal activities, analyzing the information and reporting it to management.
3. Documenting the achievement of Legal Division goals, strategies and/or directives, analyzing the results, and making reports or recommendations for improvement.
4. Aiding the CSEA and affiliate staff and members in understanding and complying with the provisions of the CSEA and affiliate policies and providing oversight for the various appeals filed thereunder.
5. Coordinating and directing the work of other employees in accordance with established policies.
6. Demonstrating the ability to handle the most complex cases in applicable areas of law.
7. Demonstrating the ability to maintain positive working relationships with other employees and members, and demonstrating a commitment to the policies and directives of the affiliate.
8. Providing leadership, mentoring and training in one or more substantive areas of law to other staff attorneys as applicable, on either a regional or statewide basis.
9. All those duties of the Attorney classification.

### **ELIGIBILITY:**

**Education:** Graduation from an accredited law school. Accredited means accredited by the American Bar Association or the State Bar of California.

### **Experience:**

- A. At least five (5) years of responsible and continuous full-time experience in the practice of law, including:

B. Either (1) at least three (3) years at CSEA or an affiliate in the classification of Attorney which must have included independent preparation and completion of the full range of legal matters handled by CSEA or an affiliate; or

(2) at least three (3) years of experience performing legal duties in a position of complexity equivalent to a CSEA or affiliate staff Attorney, which must have included the types of independent preparation and completion of the full range of legal matters such as specified in (1) above; and

C. At least two (2) years of responsibility for and supervision of at least one (1) practicing attorney and/or a distinct legal office.

**Other:** Active membership in the State Bar of California. Possession of a valid California driver's license and automobile and appropriate insurance.

# **JOB SPECIFICATIONS**

## **Senior Communications Specialist**

**DUTIES:** Performs the most difficult and complex communications functions. These duties may include, but are not limited to, the following:

1. Exercising professional judgment in the planning and execution of major internal and external communications programs and campaigns for the Association and/or its Division/ Affiliates.
2. Providing editorial oversight for the creation and production of organizational research and position papers.
3. Assisting in the formulation and implementation of organizational and divisional communications policies and strategies.
4. Under management direction, coordinating the work of other Communications Specialists and/or other designated staff.
5. Developing and providing oversight on major communications projects and publications.
6. Performing all of the duties of the Communication Specialist classification.
7. Performing other related duties as required.

### **ELIGIBILITY:**

**Education:** Four (4) year college degree.

**Experience:** Four (4) years of experience in a relevant field of communications or two (2) years of experience as a CSEA Communications Specialist.

# **JOB SPECIFICATIONS**

## **Senior Database Administrator**

This position is responsible for database administration and provides primary support and maintenance for multiple database projects and hardware platforms. The duties of this position encompass all of those of the Database Administrator as well as those below.

### **DUTIES:**

#### **Planning and installation:**

- Monitors and manages database growth and capacity.
- Coordinates and performs database upgrades.
- Tests and corrects errors.
- Selects and implements database management tools to simplify monitoring and support of multiple databases.
- Defines standards and guidelines for use by developers and administrators.
- Responsible for capacity planning and data storage techniques.
- Reviews and recommends licensing upgrades or strategy.
- Leads project team(s) to coordinate database development and determine project scope.

#### **Maintenance and Optimization:**

- Monitors database performance and performs necessary maintenance.
- Writes policies and procedures related to data administration daily operations, data backup and recovery.
- Troubleshoots issues or problems as they arise.
- Monitors data security and audit trails.
- Regularly monitors and tunes the database and recommends strategies for improving performance.

#### **Server Process ID Management:**

- Responsible for the Microsoft SQL Server database.
- Assists users with report writing functions.
- Provides technical guidance and support to other staff and customers.
- Trains users and assists them with writing reports and analysis.

#### **Security:**

- Ensures data is backed up and procedures are in place to restore and recover data.
- Tests and documents reliability of back-up systems.
- Writes policies and procedures to ensure confidentiality of data is managed appropriately.



**Leadership:**

- Provides oversight and training to Database Administrators or other IT staff.
- Has responsibility for defining and delivering projects to completion and providing direction to others as needed.

**QUALIFICATIONS:**

- Bachelor's degree in Computer Science or Information Technology or related field of study.
- Ten (10) years' experience in an information technology support role, including five (5) years' experience in systems management, upgrades and maintenance activities and five (5) years' experience with database administration.

**ADDITIONAL SKILLS AND KNOWLEDGE:**

- Critical thinking and complex problem solving skills.
- Strong team-oriented interpersonal and communication skills.
- Strong knowledge of SQL Server.

# **JOB SPECIFICATIONS**

## **Senior for Educational Development and Training**

**DEFINITION:** The Senior for Educational Development and Training develops and implements SEIU Local 1000's training programs for leaders and staff and coordinates other special projects.

### **DUTIES:**

1. Works with members and staff to develop educational programs.
2. Writes and tests training modules to develop the skills of rank and file leaders and staff.
3. Trains staff and member-trainers to present modules on an ongoing basis.
4. Coordinates schedules for various workshops.
5. Works with staff to monitor recruitment and turnout for workshops.
6. Revises Steward Manual when necessary.
7. Identifies and coordinates outside training and educational materials for staff.
8. Produces educational pieces for Steward's File.

### **ELIGIBILITY:**

**Experience:** A minimum of four (4) years of experience as a full time Union Representative/ Worksite Organizer. Equivalent experience and/or training may be substituted for experience as a Labor Relations Representative and should include significant education/training experience.

**Other:** Possession of a valid California driver's license and automobile.

# **JOB SPECIFICATIONS**

## **Senior Labor Relations Representative**

**DUTIES:** Performs the most difficult and complex labor relations functions. Promotion to this classification is limited to those positions designated by CSEA. The duties include, but are not limited to, the following:

1. Negotiating CSEA bargaining unit contracts, including meet and confers and/or resolution of contract disputes.
2. Doing statistical and other research.
3. Organizing and analyzing accumulated data.
4. Exercising independent judgment in the implementation of major programs within the Association.
5. Preparing and recommending programs to carry out the objectives of the Association.
6. Performing all duties of the Labor Relations Representative classification.
7. Performing other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to completion of two (2) years of college. One (1) year of experience in the classification of Labor Relations Representative may be substituted for the required education.

**Experience:** Four (4) years of experience in representation in employer/employee relations.

**Other:** Possession of a valid California driver's license and automobile.

# **JOB SPECIFICATIONS**

## **Senior Office Assistant**

**DUTIES:** Performs difficult clerical work of a varied nature including, but not limited to, the following:

1. Prepares reports and letters.
2. Establishes and maintains complex filing systems and directories.
3. Records data and maintains records.
4. Receives and checks applications and/or fees and writes receipts.
5. Receives the public and responds to concerns.
6. Prepares requisitions, estimates, receiving records and inventories.
7. Coordinates the work of a small group of clerical assistants.
8. Operates a telephone console, taking messages and/or directing calls to the appropriate extension.
9. Performs other related duties as required.

### **ELIGIBILITY:**

**Education:** Equivalent to completion of the 12th grade.

**Experience:** Three (3) years of clerical experience.

# **JOB SPECIFICATIONS**

## **Senior Office Technician**

**DUTIES:** The senior office technician performs difficult clerical work including, but not limited to, the following:

1. Coordinates the work of other clerical employees.
2. Types in draft or final form on computers, typewriters or word processors from hand written materials or transcription using correct form.
3. Operates a telephone console, taking messages and/or directing calls to the appropriate extension.
4. Processes various forms and applications and responds to members' inquiries.
5. Establishes and maintains various office files.
6. Prepares tables, charts and graphs and assists in compiling and tabulating statistical data.
7. Handles routine copying and distribution of materials.
8. Does other related work as required.

### **ELIGIBILITY:**

**Education:** Equivalent to completion of the 12th grade.

**Experience:** At least two (2) years of experience in a position at the office technician level.

**Other:** Proficiency in typing of 70 words a minute.

# **JOB SPECIFICATIONS**

## **Senior Political/Community Organizer**

### **DEFINITION:**

Under the direction of the Political Field Director, primary responsibility in an assigned area for the full range of political and community organizing in electoral, legislative, and community campaigns, as well as organizing and leadership development at the worksite.

### **DISTINGUISHING CHARACTERISTICS:**

This a journey level political/community organizer classification. To promote to a Senior Political/ Community Organizer, the employer shall consider such factors as skills, qualifications, ability, overall work record and prior experience in promoting a Political/ Community Organizer to a Senior position beginning in the fifth year as an Organizer.

To be designated as Senior Organizers employees will be evaluated on proficiency in the following activities:

1. Plan and coordinate legislative and budget campaigns on issues important to state employees.
2. Plan and coordinate political electoral campaigns, including leadership of staff, volunteers and active member organizing committees, coordination of communications, legal and field components, planning and execution of member activities, and planning and implementation of successful voter identification and GOTV efforts.
3. Plan and coordinate COPE giving campaigns, including training of members and staff, developing worksite materials, producing reports on giving of leaders and developing strategies for reaching more broadly into worksite leadership structures.
4. Develop and coordinate external community plans and political campaigns in support of bargaining and internal campaigns.
5. Develop and lead regional and statewide programs to influence legislators and leaders, including leadership of staff, volunteers and active member organizing committees, coordination of research, communications, and legal and field components.
6. Provide leadership, mentoring and training in the areas listed above.
7. The employer shall provide appropriate training opportunities to qualify an organizer for promotion to a Senior position, including classroom and on-the-job training and exposure to work in one or more areas other than the one to which the employee is assigned.

Promotion to Senior is contingent on receiving annual appraisals with no item noted as needing improvement in the year prior to the promotion. Annual appraisals are intended

to be non-disciplinary in nature, a decision to deny promotion to senior organizer will not be made for arbitrary or capricious reasons.

**DUTIES:**

The required duties, which may or may not be continuously performed, include, but are not limited to, the following:

1. Train staff and activists in political electoral, legislative and initiative campaigns.
2. Coordinate field campaigns in support of electoral, legislative and initiative campaigns.
3. Train worksite leaders and staff to participate in COPE giving campaigns and integrate COPE into other programs of the Union.
4. Organize hearings, train members to testify before various governmental bodies.
5. Form coalitions with constituency groups to advocate for the Union's agenda.
6. Develop political leadership skills with member leaders, including visiting home, worksite, and DLC meeting, provide modeling and guidance in political campaigns.
7. Coordinate and train leaders to represent the organization's program to central labor councils, other unions and community organizations.
8. Create and maintain lists and charts, which may include input on, and operation of, computerized database systems.
9. Communicate with high level of proficiency orally and in writing, minimal editing necessary.

# **JOB SPECIFICATIONS**

## **Senior Programmer**

This position is responsible for designing, developing and maintaining systems used in supporting the management of membership data. The duties of this position encompass all of those of Programmer as well as those below.

### **DUTIES:**

Convert project specifications and statements of problems and procedures to detailed logical flow charts for design and coding into computer language. Reviews, analyzes and modifies programming systems including encoding, testing, debugging and documenting programs. Has knowledge of commonly-used concepts, practices and procedures. Primary job functions require exercising independent judgment. Duties may include, but not limited to, the following:

1. Provide reports on project development status to supervisor on a regular and timely basis.
2. Provide technical consultation in new systems development and enhancement of existing systems.
3. Participates in production support and problem resolution activities.
4. Tests and debugs programs for accuracy and functionality.
5. Analyzes, designs and develops new programs and maintains, modifies and enhances existing systems and programs.
6. Coordinates database design and implementation with senior staff and/or manager.
7. Reviews the code and work of others for efficiencies and implementation techniques and makes recommendations for improvements.
8. Work with analysts and end-users to clearly define requirements and translate requirements into comprehensive design.
9. Compile and write documentation of program development and subsequent revisions, inserting comments in the coded instructions so others can understand the program.
10. Researches and recommends coding and development techniques that adhere to industry best practices.

### **ELIGIBILITY:**

**Education:** Bachelor's degree in Computer Science or Information Technology or related field of study.

**Experience:** Ten (10) years' of experience in an information technology role, including five (5) years' experience programming in Microsoft.NET, Visual Studio and SQL Server.



**ADDITIONAL SKILLS AND KNOWLEDGE:**

1. Strong team-oriented interpersonal and communication skills.
2. Strong knowledge and understanding of structured analysis and technical design techniques.
3. Strong analytical and complex problem-solving skills.
4. Ability to develop applications on multiple operating systems.
5. Knowledge of object-oriented analysis, design and knowledge of Visual Studio.NET environment, particularly C#.
6. Solid knowledge of Microsoft SQL.

# **JOB SPECIFICATIONS**

## **Senior Research Analyst**

**JOB DESCRIPTION:** The Senior Research Analyst performs the most difficult and complex analytical and research functions, including but not limited to, the following:

- Performs all duties of the Research Analyst.
- In addition to defining research needs, designs and implements major research projects to achieve the organization's research objectives, including an analysis of research methods and sources necessary to carry out the research project.
- Project management of assigned research projects from conception to completion.
- Coordinates research activities and strategies of research analysts assigned by management to a research project, acting as lead research analyst on those projects.
- As assigned, provides guidance and coordinates mentoring among the research analyst team.
- As directed, acts as a technical research advisor to union officers, senior staff, member-leaders and others.
- Prepares and delivers reports, memoranda and presentation for and to officers, senior staff, member-leaders and others as necessary.
- Performs other related duties as assigned.

### **ELIGIBILITY:**

**Education:** Equivalent to a Graduate Degree requiring systematic training in research methodologies generally utilized in the social sciences, statistics, business administration, or law. Comparable skills and knowledge obtained through research experience may substitute for the Graduate degree if applicant can demonstrate comparable analytical capacity. In those instances a B.A., B.S., or similar degree is still required.

**Experience:** Three years of experience doing complex analytical work using advanced research methodologies relevant to any of the following subject matter: employee/ employer relations, political economy/economics, public policy, political science, law, finance, election campaigns, corporate social responsibility campaigns, social policy, demography, sociology, or budget analysis.

**Note:** Possession of a reliable automobile, valid driver's license and required automobile insurance.

# JOB SPECIFICATIONS

## Webmaster

**DUTIES:** Responsible for the design and construction of the web infrastructure including the servers and framework used to support the web site. Performs the full range of web design and implementation using HTML and CSS to create and maintain content, images, graphics, photos, and other web media within a website or web-based application. Duties may include, but not limited to, the following:

1. Design, write, and edit web page content.
2. Analyze web page load speed, file size, image size, site structure, and content readability for defining optimal usability by target audience.
3. Assess software appropriate for client's needs. Research and suggest new software and applications when needed.
4. Conceptualize, draft, implement, present and review websites and other marketing materials with client.
5. Works closely with appropriate departments to develop marketing materials and messaging with various media – web, printed material, e-newsletters.
6. Gather, analyze, interpret and produce reports for website metrics. Monitor web traffic and e-newsletter statistics. Recommend site modifications and create new content based on metrics results.
7. Compose and create cross-browser compatible HTML e-newsletters with a bulk mail application. Optimize the e-newsletters with subject line awareness, images, and links to be opened and read by the largest audience possible.
8. Design, implement and maintain a web infrastructure that securely integrates to existing network.
9. Test and evaluate hardware and software components to support and enhance the web infrastructure included but not limited to server, web frameworks, plug-ins, etc.
10. Define and implement effective file management concepts with the ability to communicate such concepts to web content creators.
11. Monitor system performance and provide security measures, troubleshooting and maintenance as needed.
12. Plan and perform framework upgrades.
13. Troubleshoot errors at various levels: application, server, operating systems, etc.
14. Maintain understanding of current web technologies, software, and applications through continuing education, reading, workshops, or participation in professional conferences.

**ELIGIBILITY:**

**Education:** Bachelor's degree in Computer Science or Information Technology or related field of study.

**Experience:** Two (2) years' of experience in Graphic Design, Web Design, Marketing or Information Technology. Two (2) years' of experience in maintaining the web infrastructure.

**ADDITIONAL SKILLS AND KNOWLEDGE:**

1. Strong understanding of web, email, database and name servers, including functional knowledge of web application setup/configuration, T-SQL and database management, SMTP and POP3 configuration, domain name registration and DNS records.
2. Excellent knowledge of Photoshop, Illustrator, InDesign and Dreamweaver. Experience with Flash, XML, and Java a plus.
3. Frequent usage and general familiarity with standard Content Management Systems and their backend administrative tasks.
4. Excellent communication and grammar skills.
5. Strong understanding of Microsoft Word, Excel and PowerPoint.

# **JOB SPECIFICATIONS**

## **Web Designer**

**DUTIES:** Performs the full range of web design, development and implementation using HTML and CSS to create and maintain content, images, graphics, photos, and other web media within a website or web-based application. Duties may include, but not limited to, the following:

1. Design, write, and edit web page content.
2. Analyze web page load speed, file size, image size, site structure, and content readability for defining optimal usability by target audience.
3. Assess software appropriate for client's needs. Research and suggest new software and applications when needed.
4. Conceptualize, draft, implement, present and review websites and other marketing materials with client.
5. Works closely with appropriate departments to develop marketing materials and messaging with various media – web, printed material, e-newsletters.
6. Occasional copywriting.
7. Typesetting and editing of printed materials and website content.
8. Design graphics and review and recommend styles and fonts for web content.
9. Gather, analyze, interpret and produce reports for website metrics. Monitor web traffic and e-newsletter statistics. Recommend site modifications and create new content based on metrics results.
10. Compose and create cross-browser compatible HTML e-newsletters with a bulk mail application. Optimize the e-newsletters with subject line awareness, images, and links to be opened and read by the largest audience possible.
11. Maintain understanding of current web technologies, software, and applications through continuing education, reading, workshops, or participation in professional conferences.

### **ELIGIBILITY:**

**Education:** Bachelor's degree in Computer Science or Information Technology or related field of study.

**Experience:** Two (2) years' of experience in Graphic Design, Web Design, Marketing or Information Technology.

### **ADDITIONAL SKILLS AND KNOWLEDGE:**

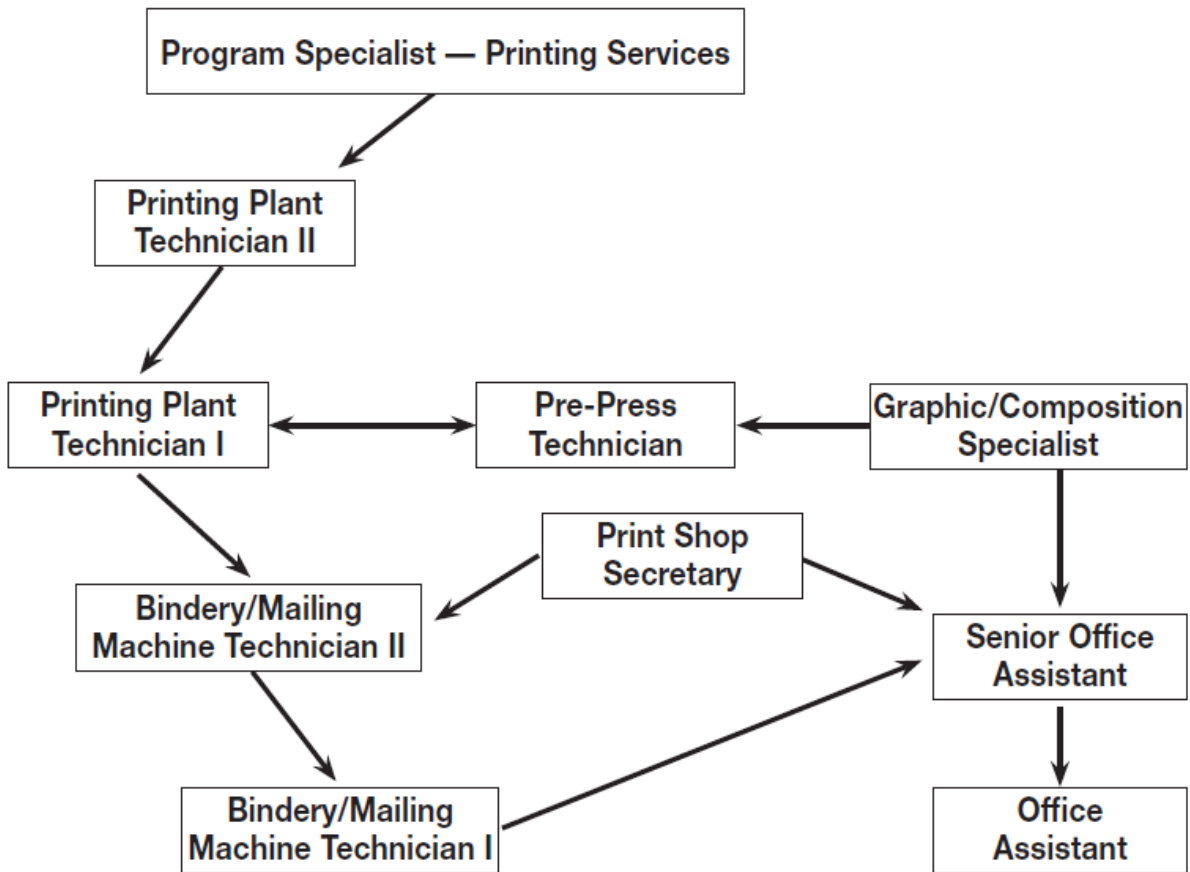
1. Excellent knowledge of Photoshop, Illustrator, InDesign and Dreamweaver. Experience with Flash, XML, and Java a plus.

2. Frequent usage and general familiarity with standard Content Management Systems and their backend administrative tasks.
3. Excellent communication and grammar skills.
4. Strong understanding of Microsoft Word, Excel and PowerPoint.

## ATTACHMENT 2 – DEMOTION LADDERS

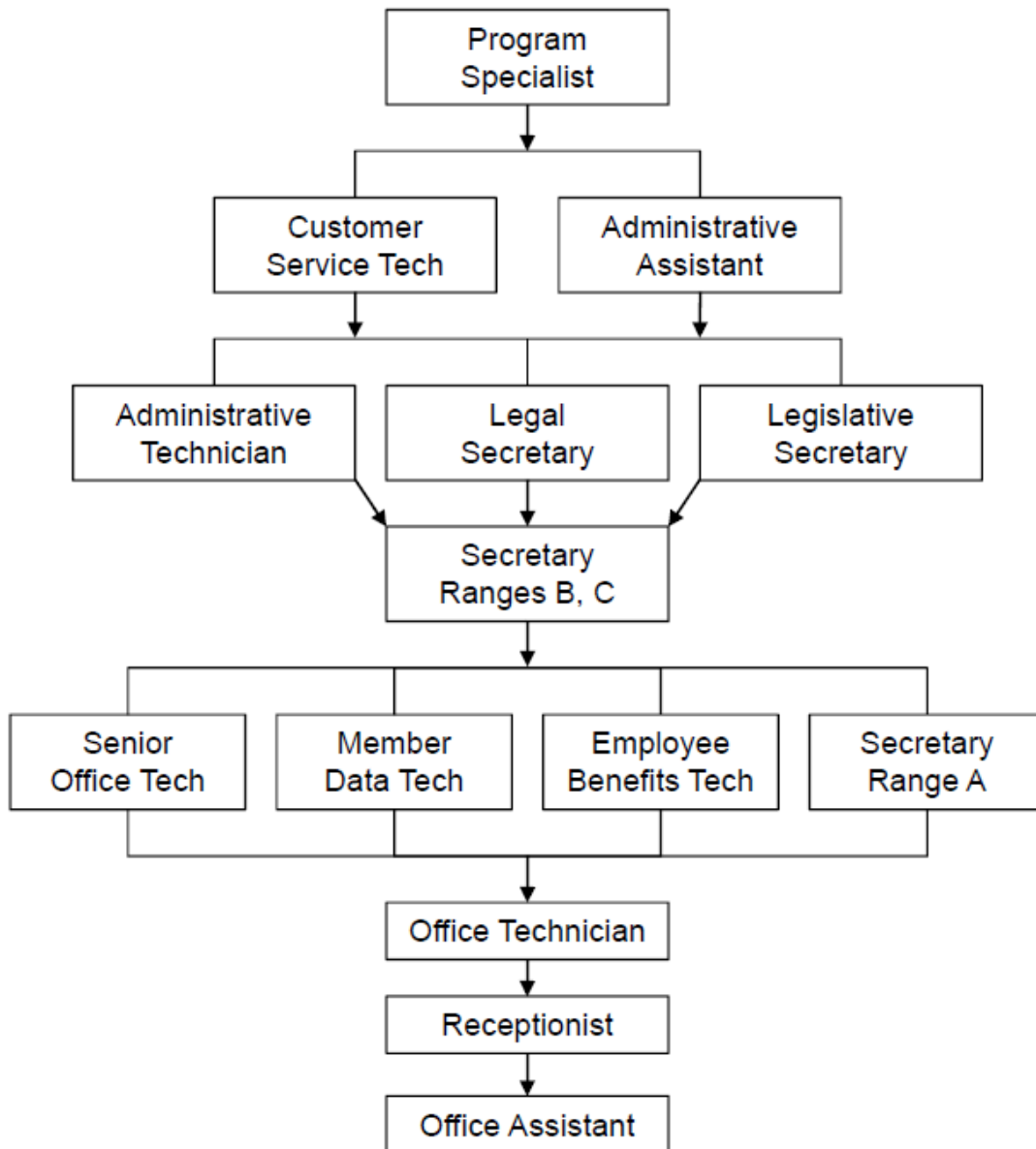
### Demotion Ladder

#### Machine Operators



## Demotion Ladder

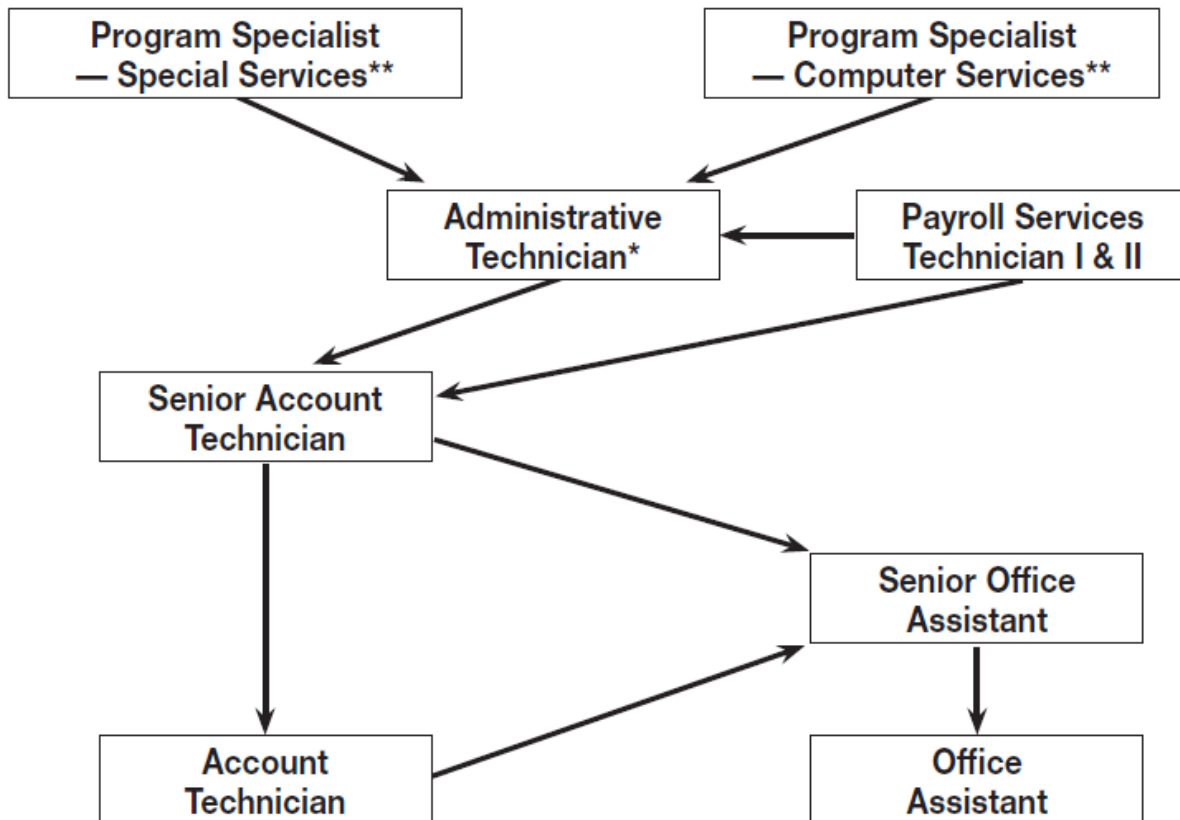
Program Specialist, Customer Service Technician, Administrative Assistant, Administrative Technician, Legal Secretary, Legislative Secretary, Secretary (A), (B), (C), Senior Office Technician, Member Data Technician, Employee Benefits Technician, Office Technician, Receptionist, Office Assistant





## Demotion Ladder

ADMINISTRATIVE TECHNICIAN\*  
ACCOUNT TECHNICIAN  
PAYROLL SERVICES TECHNICIAN  
PROGRAM SPECIALIST, SPECIAL SERVICES\*\*  
PROGRAM SPECIALIST, COMPUTER SERVICES\*\*  
(ADMINISTRATIVE SERVICES)

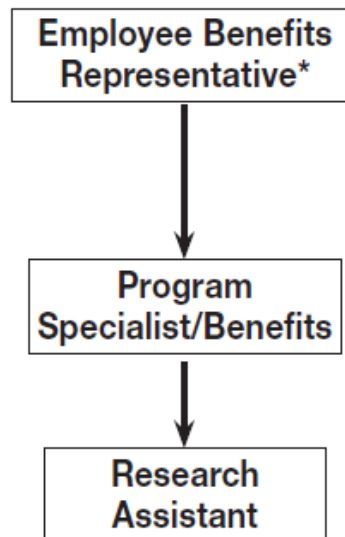


\* Applies only to Administrative Technicians who perform duties related to classifications utilized in Administrative Services.

\*\* Applies only to Program Specialists assigned duties in Administrative Services.

## **Demotion Ladder**

**EMPLOYEE BENEFITS REPRESENTATIVE  
PROGRAM SPECIALIST/BENEFITS  
RESEARCH ASSISTANT**



\* Except as provided elsewhere in this agreement.

## Demotion Ladder

ATTORNEY

SENIOR LABOR RELATIONS REPRESENTATIVE

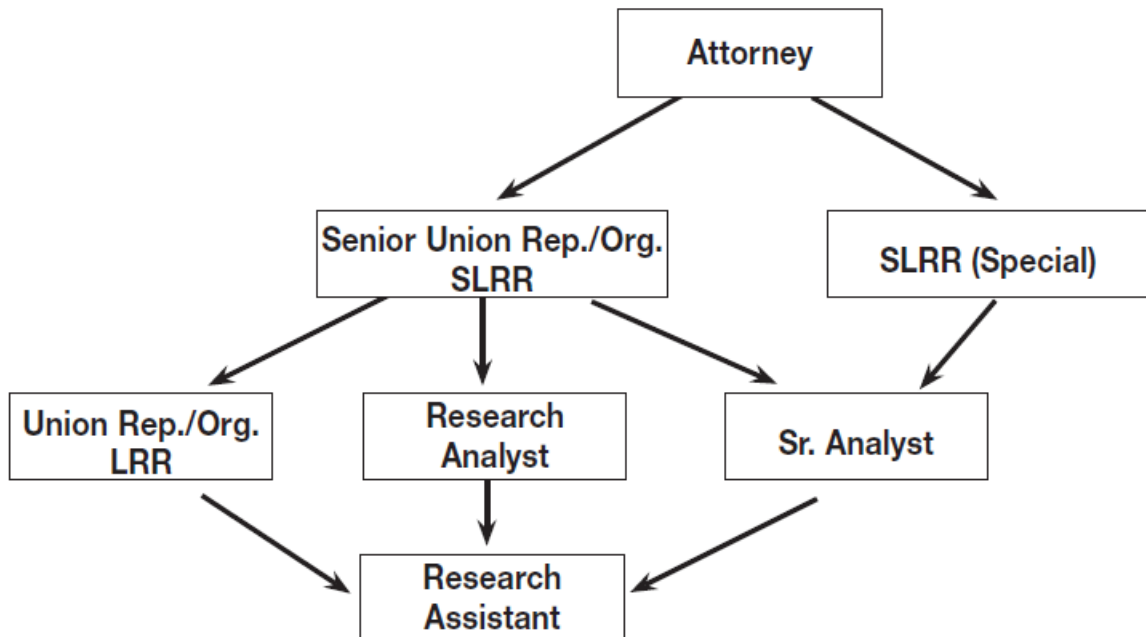
SENIOR ANALYST

LABOR RELATIONS REPRESENTATIVE

UNION REPRESENTATIVE/ORGANIZER

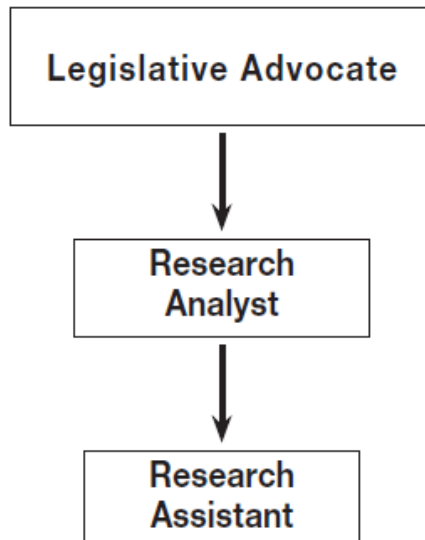
RESEARCH ANALYST

RESEARCH ASSISTANT



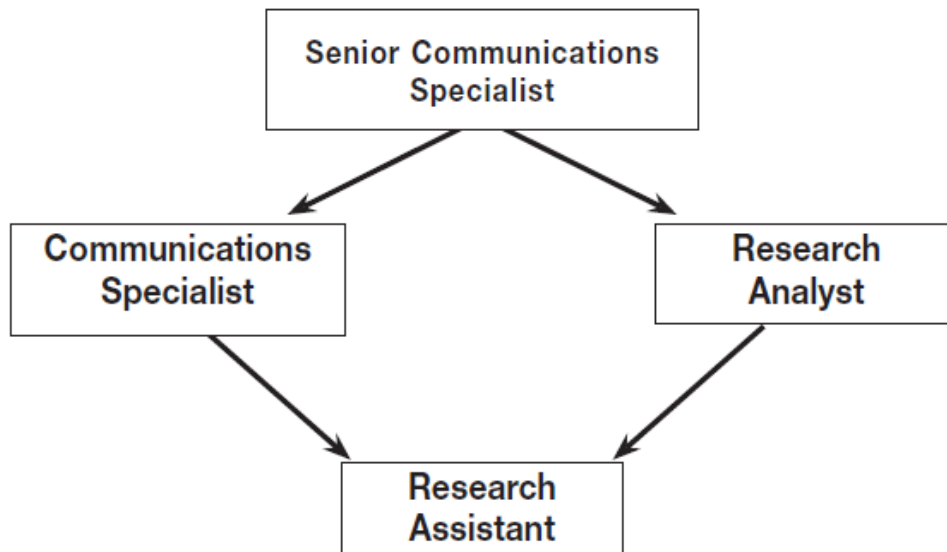
## Demotion Ladder

### LEGISLATIVE ADVOCATE



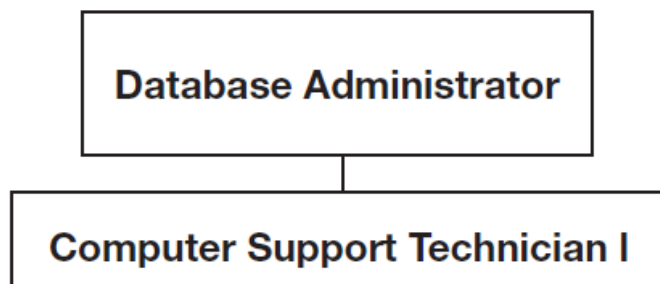
## Demotion Ladder

SENIOR COMMUNICATIONS SPECIALIST  
COMMUNICATIONS SPECIALIST



## **Demotion Ladder**

**IT CLASSES  
SEIU LOCAL 1000**



# ATTACHMENT 3 – UNION DUES AUTHORIZATION FORM

## Notice to new employees

*The Collective Bargaining Agreement between CSEA and UAW Local 2350 provides that all employees either become UAW members or pay a monthly service fee within thirty (30) days of initial employment. Below is a form for payroll deduction of union dues and fees. You may sign the form and return it to Payroll at any time within the thirty (30) day period but not later than the close of business on the thirtieth (30th) day after your employment date. If you have any questions, please contact the UAW Area Director in your office.*

## Dues Authorization

*I hereby authorize the California State Employees Association to deduct from my pay the amount of initiation fee and monthly dues, as specified by the UAW Local 2350, to be remitted to the UAW Local 2350, as specified under the CSEA-UAW Agreement.*

*I agree that this assignment of wages shall be irrevocable for a period of one (1) year from its date or until the expiration of the contract (whichever occurs first), and that it will be automatically renewed and irrevocable for an additional year from each of its anniversaries or each anniversary date of contract (whichever comes first), unless I submit a written revocation by registered mail to the California State Employees Association, with a copy to UAW Local 2350, within fifteen (15) days preceding the anniversary date of this authorization or the expiration date of the contract (whichever occurs first).*

*(Signature)* \_\_\_\_\_

*(Date)* \_\_\_\_\_

# ATTACHMENT 4 – GRIEVANCE FORM



UAW • AFL-CIO,CLC

## Local 2350/CSEA GRIEVANCE FORM\*

NAME OF GRIEVANT(S): \_\_\_\_\_ DATE: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

UNION STEWARD: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_

STATEMENT OF GRIEVANCE (Give a brief description of your problem; use additional pages as necessary; -attach all relevant documents)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELEVANT CONTRACT SECTIONS: \_\_\_\_\_  
\_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_  
\_\_\_\_\_

THIS GRIEVANCE HAS BEEN DISCUSSED WITH YOUR SUPERVISOR:

(NAME OF SUPERVISOR): \_\_\_\_\_ (DATE): \_\_\_\_\_

GRIEVANT(S) SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

UNION STEWARD SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ACTION AT STEP 1: \_\_\_\_\_ DATE: \_\_\_\_\_

ACTION AT STEP 2: \_\_\_\_\_ DATE: \_\_\_\_\_

ACTION AT STEP 3: \_\_\_\_\_ DATE: \_\_\_\_\_

ACTION AT STEP 4: \_\_\_\_\_ DATE: \_\_\_\_\_

\*For use by Union Members grieving under Article X of the Local 2350/CSEA Agreement.

