

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DEVELOPMENTAL DISABILITIES SERVICE
ORGANIZATION

AND

SEIU LOCAL 1021

APRIL 18, 2015 THROUGH APRIL 30, 2017

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1. SECTION 1: RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time Direct Support Professionals, Direct Support Professionals I, Direct Support Professionals II, Direct Support Professionals III, Administrative Assistants, and Secretaries employed by the Employer at its facilities located at 5051 47th Ave Sacramento, CA, 2331 St. Marks Way, Sacramento, CA and 928 E. Rose Street Stockton, CA excluding all other employees, confidential employees, professional employees, guards, managers, and supervisors as defined by the Act.

2. SECTION 2: NON-DISCRIMINATION

(a) Neither the Employer nor the Union shall unlawfully discriminate against any employee on account of race, color, religion, national origin, ancestry, sex, sexual orientation, marital status, physical or mental disability, medical condition, age, or on any other basis protected by Federal, state or local employment discrimination laws.

(b) The Employer agrees not to discriminate against any employee because of membership in the Union, or because of any activities on behalf of the Union. The Union agrees not to discriminate against any employee because of lack of Union membership or lack of activities on behalf of the Union.

3. SECTION3: MUTUAL RESPECT

The Employer and the Union agree that mutual respect between managers, employees, co-workers and supervisors is integral to the efficient conduct of the Employer's business. Abusive language and behavior in the workplace will not be tolerated. Employees who believe that they have been subject to disrespectful or abusive behavior are encouraged to take the matter up with their manager or supervisor as soon as possible. Alleged violations of this Section shall not be subject to the grievance procedure of the collective bargaining agreement.

4. SECTION 4: UNION MEMBERSHIP

(a) Employees employed by DDSO prior to the effective date of the first collective bargaining agreement between the parties shall not be required to join the Union, pay Union dues, or a service fee, or make a charitable contribution equivalent to Union dues for the duration of their employment with DDSO.

(b) Employees employed by DDSO prior to the effective date of the first collective bargaining agreement who voluntarily join the Union, and employees hired on or after the effective date of the first collective bargaining agreement between the parties shall, within thirty-one (31) calendar days of the date of hire, as a condition of employment become and remain a member of the Union in good standing, or pay to the Union a "service fee" (also known as an "agency fee"). The amount of the service fee shall be calculated by the Union.

(i) Employees may also choose, in lieu of joining the Union or paying the service fee, to make a regular monetary contribution to the United Way or Red Cross equal to the periodic dues uniformly required as a condition of membership in the Union. The option of a charitable contribution is only available to employees who demonstrate a sincere religious or moral conviction against supporting a union. The validity of the conviction will be determined by the Union.

(ii) If any employee subject to this subsection (b) fails to comply with that subsection, the Union may advise the employee in writing of the employee's obligation with a copy to the Employer. Failure of the employee to retroactively comply with subparagraph B within 15 days after receipt of the written notice from the Union will result in automatic termination.

(iii) For employees subject to this subsection (b), the Employer agrees to deduct periodic dues from the employee's paycheck and promptly remit to the Union upon submission to the Employer of a proper written authorization by the employee.

(c) The Employer shall promptly notify the Union, in writing, of the name, mailing address, starting salary, classification, and date of hire of any new employee within the bargaining unit. The Employer shall send to the Union, monthly, a list of bargaining unit employees terminated during the previous month.

(d) The Union will hold harmless the Employer against any claim which may be made by any person by reason of said deduction or other action taken or not taken as required by this section, including the costs, attorney fees and other expenses of defending against such a claim.

(e) Employees may voluntarily contribute to the Union COPE (Committee On Political Empowerment) fund via payroll deduction.

5. SECTION5: COMPLIANCE WITH LAWS

The Employer and the Union shall comply with all Federal, State and Municipal statutes, laws, rules and regulations. Alleged violations of this Section shall not be subject to the grievance procedure of the collective bargaining agreement.

6. SECTION6: EMPLOYEE STATUS

(a) Introductory Employees -All newly hired employees, and employees who are promoted to a higher level classification, shall serve an introductory period of nine (9) months. Introductory employees may be discharged for any reason, with or without cause and without recourse to the grievance procedure.

(b) Regular Employees- Upon successful completion of the introductory period, the employee will receive written confirmation of his/her regular status. Regular employees may be discharged only for "just cause."

7. SECTION 7: HOLIDAYS

The status quo as of the effective date of the Agreement shall be maintained, with no increase or reduction in benefits to eligible bargaining unit members. This section is subject to re-opener negotiations as provided in Section 32, term of agreement.

8. SECTION 8: VACATION

The status quo as of the effective date of the Agreement shall be maintained, with no increase or reduction in benefits to eligible bargaining unit members. This section is subject to re-opener negotiations as provided in Section 32, term of agreement.

9. SECTION 9: SICK LEAVE

The status quo as of the effective date of the Agreement shall be maintained, with no increase or reduction in benefits to eligible bargaining unit members. This section is subject to re-opener negotiations as provided in Section 32, term of agreement.

10. SECTION 10: LEAVES OF ABSENCE

(a) The Employer provides eligible employees with leaves of absence in accordance with the “Leaves of Absences” sections of the DDSO Employee Handbook.

(b) Prior to making changes in the “Leaves of Absences” sections of the DDSO Employee Handbook which impact bargaining unit members, the Employer will bargain with the Union.

11. SECTION 11: OTHER LEAVES

(a) Bereavement Leave

(i) Employees are eligible for up to five (5) days paid leave in the event of the death of a spouse, registered domestic partner, child, parent, guardian, sibling, grandparent, or grandchild.

(ii) A request for bereavement leave should be directed to the employee's immediate supervisor, Program Director, or the Chief Executive Officer. Such leave will be granted at the discretion of the employee's immediate supervisor, Program Director, or the Chief Executive Officer. Such time shall not be charged to sick leave or vacation leave, but shall be documented and recorded as paid bereavement leave.

(iii) An employee may request additional time away from work for the death of a family member to be charged against accrued sick leave or vacation leave. Approval of such requests will be at the discretion of the Human Resources Coordinator or the Chief Executive Officer and shall not be unreasonably denied.

(b) Jury Duty Leave

An employee shall be granted a leave of absence for jury duty, and shall receive pay for jury duty up to a maximum of ten (10) days' pay per calendar year. Any reimbursement received by the employee from the court for jury fees during the first ten (10) days of jury duty, excluding travel, shall be returned to the Employer. Employees are expected to request telephone stand-by status where it is available and to report for work whenever the court schedule permits.

12. SECTION 12: MANAGEMENT RIGHTS

(a) The determination or modification of the Employer's goals and objectives, including the determination or modification of the nature and scope of services to be provided, work to be performed, or the size, number, location, and functions of the Employer's organizational units or other activities.

(b) The implementation of technological change, the specification, acquisition and use of equipment or other materials, including program materials.

(c) The right to establish and determine methods of operation and procedures, including the scheduling and changing of working hours, shifts, and days off.

(d) The lay-off of employees.

(e) Direction of the work force, including the right to determine job classifications, work standards, workloads, assignments, schedules of operation, to require overtime, and to assign work.

(f) The utilization and assignment of volunteers to assist the regular staff.

(g) The utilization, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement and are not eligible for any benefits.

(h) The contracting of work with consultants and specialists.

(i) The determination of employee qualifications.

(j) The right to select, hire, schedule, transfer, promote, demote, evaluate, discipline, suspend, and terminate its employees, and maintain the discipline and efficiency of its employees.

(k) The right to establish, adopt, change, combine, continue, abolish, and enforce reasonable personnel policies and rules and regulations pertaining to the safety, conduct, and department of employees and penalties for violation thereof.

(l) The right to manage, direct, and maintain the efficiency of its business and personnel, and to manage and control its departments, buildings, facilities, and operations.

(m) The right to establish, adopt, create, change, combine, or abolish jobs, job descriptions, committees, travel policies, and facilities, in whole or in part.

(n) The right to increase or decrease the work force and determine the job classifications and number of employees needed.

(o) The right to determine the location and relocation of facilities and program activities.

(p) The right to modify or eliminate any past employment practices.

(q) The right to determine employee benefit and service providers.

(r) The right to investigate and take action in response to claims of unlawful harassment, threats of violence, or other acts of turpitude.

(s) If the Employer exercises any of its management rights, upon request, the Employer will meet with the Union to negotiate the impacts and effects thereof.

13. SECTION 13: HEALTH AND WELFARE

The status quo as of the effective date of the Agreement shall be maintained, with no increase or reduction in benefits to eligible bargaining unit members. This section is subject to re-opener negotiations as provided in Section 32, term of agreement.

14. SECTION 14: PHYSICAL EXAMS

To the extent not reimbursed by the employee's selected health plan, the Employer shall bear the costs of any physical examination which are work-related and which are required by law or by the Employer.

15. SECTION 15: TRANSPORTATION AND TRAVEL (PER DIEM)

(a) Employees shall not be required to use the employee's personal vehicle in the course of meeting the employee's job responsibilities.

(b) Time spent by an employee getting to and from work at the employee's normal work site shall not be considered work time. Travel time in excess of an employee's normal commute time is considered work time if the Employer requires the employee to report to a location other than the employee's normal work site.

16. SECTION 16: JOB DESCRIPTIONS

The Employer shall maintain a job description for each classification set forth in the Salary Schedule attached hereto. Each employee shall thereafter receive a copy of his/her job description. New employees will receive a job description upon hire. New or revised job descriptions shall be made available to the employee and to the Union as soon as possible.

17. SECTION 17: WORKING OUT OF CLASSIFICATION

Employees may be asked to and may agree to temporarily work outside their classification. If the work continues for more than five (5) working days, the employee may request a higher rate of pay appropriate to the classification. Such requests will be considered on an individual, case-by-case basis.

18. SECTION 18: SCHEDULING

Employee work schedules shall be determined by the supervisor. The Employer agrees that employees may, upon receiving supervisory approval, make a permanent or temporary change in their starting and ending times.

19. SECTION 19: LAYOFF OR REDUCTION IN FORCE

(a) Seniority. For purposes of this section, seniority is determined on the basis of the seniority date, which is defined as the most recent date of hire or reinstatement at the Employer.

(b) Notice. Except in the event of an emergency, all regular employees scheduled for layoff for an extended period of time shall be given written notice of layoff. The Union shall also be notified in writing.

(c) Meeting With Union. Management shall meet with the Union, upon request, to explore alternatives to layoffs. Such meeting(s) need not take place or be concluded prior to the implementation of a decision to layoff.

(d) Layoff. The Employer has sole discretion to determine whether a layoff is necessary. Any layoff will occur as follows:

(i) Employer will determine the classifications in which layoffs will occur.

(ii) Layoffs within classification will be determined by seniority. A more senior employee in a different classification who also possesses the same critical training, skill, or experience must be retained over a junior employee in the classifications in question.

(e) Insurance and Recall. In the event of layoffs, Employer will continue to pay its portion of the health insurance premiums through the end of the month in which the layoff occurs. Regular full-time staff who have been laid off shall be considered preferentially for reinstatement when vacancies occur in their prior job classification. Such consideration shall occur by seniority. All preferential re-employment lists lapse twelve (12) months after the day of layoff.

20. SECTION 20: BULLETIN BOARDS

The Employer shall furnish a Union bulletin board at each program location. Such bulletin boards shall be located in generally non-public areas of the program buildings to which employees have regular access. Such bulletin boards shall be used for the posting of official

Union materials and announcements as they pertain to DDSO bargaining unit members. Materials which are no longer relevant shall be removed in a timely fashion. Materials are to be posted and removed by official Union representatives, officers or Stewards only. However, the Union shall not post material that may foreseeably undermine client or family confidence in services provided by the Employer, and the Employer may remove such materials from Union bulletin boards. The Union assumes all responsibility for the material contained in its notices.

21. SECTION 21: WORKLOAD

When an employee believes that his or her workload is significantly higher than that of another employee in the same program, the employee may discuss the matter with his or her immediate supervisor to attempt to arrive at a solution.

22. SECTION 22: SALARIES

The status quo as of the effective date of the Agreement shall be maintained, with no increase or reduction in benefits to eligible bargaining unit members. This section is subject to re-opener negotiations as provided in Section 32, term of agreement.

23. SECTION 23: PERSONNEL FILES

(a) Inspection. Records, reports, and other material relating to employment and the performance of each employee shall be maintained by the Employer in one or more files. Employees may make an appointment to review such files by filing a written request with the Operations Manager. Such review may take place with or without a Union representative present, at the option of the employee.

(b) Response. The employee shall have the right to respond in writing to any material in their personnel file. This response shall be attached to the file copy.

(c) Positive Material. Material of a positive nature which relates to an employee's work performance shall be placed in the employee's personnel file upon the employee's request.

(d) Incorrect Material. Material will be removed or otherwise deleted from the Personnel File in the event an employee and the Employer agree that the material is incorrect.

24. SECTION 24: PERFORMANCE REVIEW

(a) Performance evaluations will be conducted for new, promoted, and continuing employees on a regular basis, at least annually. The supervisor will evaluate on-the-job performance, performance objectives, and, if applicable, training needs will be established. Performance Improvement Plans (PIP) shall be implemented when performance is substandard. Evaluation material submitted shall be restricted to the time span the evaluating supervisor has actively supervised said employee.

(b) Within a reasonable period of time following receipt of an evaluation, an employee may prepare a written response to a performance evaluation, which shall be attached to the original evaluation and maintained in the employee's personnel file.

25. SECTION 25: EMPLOYEE DISCIPLINE

(a) Work Rules. All employees are expected to follow the established work rules of the Employer. Work rules, and any changes to work rules, will be provided to all bargaining unit employees with a copy sent to the Union prior to implementation.

(b) As provided in Section 6(b) of this Agreement, regular employees may be discharged only for just cause. Regular employees have the right to appeal any disciplinary action, including suspension, demotion, or discharge, in accordance with the provisions of the grievance procedure of this Agreement.

(c) As provided in Section 6(a) of this Agreement, introductory employees may be disciplined or discharged without recourse to the grievance procedure.

(d) A promoted employee serving an introductory period in his/her new position may be removed from that position at the Employer's discretion, and such removal from the higher level position shall not be subject to the grievance procedure of this Agreement.

(e) Notices of disciplinary action may include the following:

(i) Notice of the Rule or Policy violated;

(ii) Statement of the nature of the disciplinary action;

(iii) Effective date of the disciplinary action;

(iv) Statement advising the employee of his/her right to file a grievance and the right to Union representation.

26. SECTION 26: PROMOTION, RECLASSIFICATION, REASSIGNMENT, TRANSFER

(a) Promotion

(i) Promotion is defined as upward movement to a vacant position in a higher salary classification.

(ii) The Employer shall give due consideration to filling any promotional opportunity with internal applicants who apply for promotion and meet the minimum qualifications of the position. The Employer reserves the right to choose the most qualified candidate, whether internal or external.

(iii) Promoted employees will be required to serve a new introductory period.

(b) Reclassification. Reclassification is defined as a change in classification involving a revised position description based on duties currently being performed. No posting, recruitment, or selection procedures will take place unless a vacancy occurs in the classification. (Reclassified employees will not be required to serve a new introductory period.) The Employer shall have the sole discretion to determine whether an employee should be reclassified.

(c) Reassignment. Reassignment is defined as a change from one job to another within the same classification initiated by the Employer.

(i) Reassignments will not be implemented arbitrarily or capriciously.

(ii) In the event the Employer decides to reassign an employee, prior written notice (ordinarily two (2) weeks or more) shall be given so that the employee can make personal adjustments.

(iii) Reassigned employees shall retain their same pay step and anniversary date, and they shall not be required to serve a new introductory period.

(iv) The Employer may ask for volunteers prior to imposing a reassignment upon an employee.

(d) Transfer. Transfer is defined as a change from one job to another within the same classification initiated by the employee.

(i) Employees who have completed twelve (12) continuous months of employment in their most recent position within Employer may apply for transfer to vacant positions. In extenuating circumstances (such as a recent reassignment), an employee may submit a request for transfer prior to completion of the twelve (12) continuous months of their most recent position within Employer.

27. SECTION 27: POSITION OPENINGS

(a) Position Posting. Notice of bargaining unit job openings shall be posted on bulletin boards and shall also be posted on the Employer's internet site. Such notices shall be posted no later than any announcement of the vacancy to the outside public.

(b) The Employer will give due consideration to filling any vacancy with internal applicants who meet the minimum qualifications of the position.

(c) The employer may, at its discretion, re-open the position by re-posting a notice of opening.

28. SECTION 28: GRIEVANCE PROCEDURE

(a) A grievance is defined as a claim or dispute, including any claim or dispute relating to discipline or discharge, by an employee, the Union, or the Employer, concerning the interpretation, application, or alleged violation of a specific provision of this Agreement.

(b) Step 1: Informal Meeting with Supervisor

Every grievance by the Union or an employee shall first be taken up orally by the employee and/or a Shop Steward in a meeting with the immediate supervisor, who will attempt to settle the matter. The grievant shall schedule this informal meeting with the supervisor. Such meeting must take place within thirty (30) calendar days following the date the grievance occurred or within thirty (30) calendar days of the date the grievant reasonably should have known of the facts giving rise to the grievance. The Union or grievant will clearly identify the discussion as an informal grievance meeting and will identify the contract section under discussion.

The supervisor shall have seven (7) calendar days from the date of the informal grievance meeting to issue a response.

(c) Step 2: Written Grievance Submitted to Program Director or Human Resources Coordinator

If the alleged grievance is not settled, it shall be reduced to writing. Such written grievance shall contain the following:

- (i) A clear statement of the nature of the grievance.
- (ii) The contract section in question.
- (iii) The date the oral discussion took place and who participated.
- (iv) The date of the occurrence of the action upon which the grievance is based.
- (v) The proposed resolution to the grievance.
- (vi) The date of the execution of the grievance letter.
- (vii) Signature(s) of the grievant and/or the Union Representative.

The written grievance shall be filed with the appropriate Program Director, or with the Human Resources Coordinator, within thirty (30) calendar days following the date of the supervisor's response to the informal meeting. The Union, Program Director, or the Human Resources Coordinator may request a meeting at this step.

The Program Director or the Human Resources Coordinator shall respond, in writing, to the written grievance within ten (10) calendar days of receipt of the written grievance or within ten (10) calendar days of the date the requested meeting occurs.

Grievances may be started at this step in cases of suspension, termination, or when a supervisor does not have the authority to render a decision.

(d) Step 3: Grievance Submitted to CEO

If the employee or the Union is not satisfied with this response, the grievance shall be submitted to the CEO within ten (10) calendar days after receipt of the Program Director's or Human Resources Coordinator's response.

Within ten (10) calendar days after the written employee or Union grievance has been filed with the CEO, and as the initial step of an Employer grievance, the Field Representative or other authorized Union representative shall meet with the CEO or designee in an attempt to resolve the grievance. Within ten (10) calendar days after such meeting the CEO shall render an answer in writing.

(e) Step 4: Mediation

If the employee or the Union is not satisfied with this response, and upon the mutual agreement of the parties, the grievance may be submitted to mediation. In such a case, the parties will request the appointment of a federal mediator from the Federal Mediation and Conciliation Service, and the mediation will be scheduled as soon as practicable given the schedules of all concerned.

(f) Step 5: Arbitration

(i) If the matter is not resolved in mediation, the grievance may be directly referred to arbitration. The request for arbitration must be made to the CEO and the Human Resources Coordinator, in writing, no later than twenty (20) calendar days after the conclusion of mediation. The written request for arbitration must include a clear and concise statement of the issue which the party believes should be submitted to the arbitrator, including a specific identification of the contract section(s) claimed to have been violated. Failure to provide such a statement of the issue will render the request for arbitration invalid and of no force and effect.

(ii) Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial Arbitrator. In the event that the parties cannot agree on an impartial Arbitrator no later than twenty (20) calendar days after receipt of the written request for arbitration, either party may request the Federal Mediation Conciliation Services (FCMS) to submit a list of Seven (7) Arbitrators. Each party shall alternately scratch One (1) name from this list, the first scratch being selected by lot, and the person remaining shall be the Arbitrator.

(iii) If any questions arise as to the arbitrability of a grievance, such question will be ruled upon by an Arbitrator in a bench decision at a hearing. If the Arbitrator finds that the dispute is not arbitrable, the matter is deemed concluded, and no further action need be taken by either party. If the Arbitrator finds that the dispute is arbitrable, then the matter shall be immediately heard on the merits by the same arbitrator.

(iv) The fee of the arbitrator shall be shared equally between the parties. Each party shall bear its own fees of representation. Each party shall bear its own court reporter expense or may agree to share such expense.

(v) The determination of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall have no authority to add to, or depart from, the terms of this Agreement.

(g) Time limits may be extended or waived only by mutual written agreement of the parties. If the Employer fails to respond within the specified period of time without such extension or waiver, the grievance shall automatically be moved to the next step or, where appropriate, to Arbitration. If the employee or the Union fails to appeal or take any step required within the specified period of time without extension or waiver, the grievance shall be deemed denied and no further action need be taken by the Employer in response.

29. SECTION 29: SHOP STEWARDS AND UNION OFFICERS

(a) Upon reasonable advance notice to the Program Director of the time and date of a visit, a duly authorized union representative who is not an employee of the Employer shall have access, during reasonable business hours, to the Employer's program facilities. The reasonable advance notice shall be provided by the union representative who is to be making the visit. This privilege shall be exercised reasonably and shall not compromise the confidentiality of clients. If the representative wishes to meet with an employee, such meeting shall occur on the employee's non-work time, (i.e., before or after work or during the employee's break period). Such business shall be conducted in non-working areas, such as the conference room. The Union shall promptly advise the Employer of the name of the assigned Field Representative.

(b) The Employer agrees to recognize one (1) Union Steward duly appointed by the Union at each program operated by the Employer, and a Chief Steward. Union duties do not relieve Union Stewards or others of their regular work responsibilities. Union Stewards shall be allowed reasonable time when necessary to assist employees during grievance conferences or investigations that may lead to discipline. Such meetings shall occur on the employee's non-work time, (i.e., before or after work). Such business shall be conducted in non-working areas, such as the conference room. The Union shall notify the Employer of the names of the currently designated Union Stewards.

(c) The Union may develop written materials relating to the terms of the existing collective bargaining agreement which will be provided to bargaining unit members as a part of the new employee orientation process.

30. SECTION 30: SAFETY AND HEALTH

Both the Employer and bargaining unit members will comply with applicable health and safety laws and regulations.

31. SECTION 31: SAVINGS CLAUSE

In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to the law, such determination shall not in any way affect the

remaining provisions of this Agreement. The parties shall request to renegotiate any Section determined invalid.

32. SECTION 32: TERM OF AGREEMENT

(a) This Agreement shall become effective April 18, 2015 and shall remain in effect until April 30, 2017.

(b) The Agreement shall be reopened for negotiations on Section 13, Health and Welfare, in May, 2015. The bargaining teams will schedule three (3) days in May 2015 for negotiations, to be held at the Union Hall, starting at 4:30 p.m. Additional days will be scheduled if necessary. All terms of this Agreement shall remain in effect during such reopener negotiations.

(c) The Agreement shall be reopened for negotiations on Section 7, Holidays, Section 8, Vacation, Section 9, Sick Leave and Section 22, Salaries in July, 2015. The bargaining teams will schedule three (3) days in July 2015 for negotiations, to be held at the Union Hall, starting at 4:30 p.m. Additional days will be scheduled if necessary. All terms of this Agreement shall remain in effect during such reopener negotiations.

33. SECTION 33: ENTIRE AGREEMENT

This Agreement totally integrates all wages, hours, terms and conditions of employment existing between the parties regarding the matters set forth herein, eliminating all past and existing practices unless otherwise stated. Further, the Union and the Employer acknowledge that they had ample opportunities to submit proposals and bargain over all negotiable matters and that with this Agreement the Union and the Employer hereby expressly waive any right to bargain over matters covered by this Agreement or other matters affecting wages, hours or benefits or other terms of conditions of employment during the term of this Agreement.

34. SECTION 34: NO WORK STOPPAGES

(a) No Strikes. During the term of this Agreement, neither the Union nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations. If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct.

(b) Discipline. Any employee who participates in any activity prohibited by Subsection (a) of this Section shall be subject to discipline, up to and including possible termination of employment.

(c) Remedies for Breach. The Employer and the Union shall be entitled to seek all appropriate remedies, including, but not limited to, injunctive relief and damages, if this No

Work Stoppages provision is violated, without prior resort to any dispute resolution procedure provided under this Agreement.

(d) No Lockouts. The Employer agrees that there shall be no lockouts during the term of the Agreement. Acts of God shall not be considered lockouts.

35. SECTION 35: NOTICES

(a) The primary method of notification shall be by email. Both parties agree to provide valid and current email addresses of designated representatives.

(b) When written notice is required or desired, such notices shall be mailed or delivered to the following addresses:

Chief Executive Officer
5051 47th Ave
Sacramento, CA 95824

Union Representative
SEIU Local1021
2300 Boynton Ave Suite #200
Fairfield, CA 94533

IT IS SO AGREED:


SEIU LOCAL 1021

**DEVELOPMENTAL DISABILITIES
SERVICE ORGANIZATION**

**Pat Wood,
Chapter President, SEIU Local 1021**



Yvonne Soto, CEO




**Gail Burke,
Chapter Vice President
Acting President**



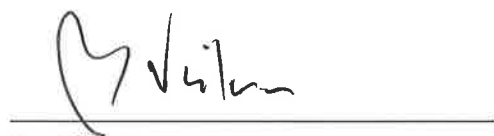
**Amy Nishimura,
President, Board of Directors**

SEIU LOCAL 1021


SEIU LOCAL 1021


Kevin Hayward,
Bargaining Team Member



Tammy George
Bargaining Team Member


Rod Vinluan,
Bargaining Team Member


Craig Maclaine
Bargaining Team Member


Timothy Gonzales,
Bargaining Team Member


Patricia Wood,
Bargaining Team Member


Linda Medina,
Field Representative

John Stead-Mendez
Executive Director, Field & Programs
SEIU Local 1021


Stephen Cutty,
Field Representative



Roxanne Sanchez
President

Crawford Johnson
Region A

Tom Popenuck
Region B

Gary Jimenez
Region C

Larry Bradshaw
Region D

Marcus Williams
Region E

Pamela Holmes-Morton
Secretary

Paul Camarillo
Treasurer

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Vice President of Representation

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Eric Stern
Renita Terry
Denis Villanueva
Erika Watkins
Jim Wise

April 17, 2015

Mr. Bruce Sarchet
Attorney, DDSO
5051 47th
Sacramento, CA 95824

Re: Contract Ratification

Dear Mr. Sarchet,

This letter is to formally notify Developmental Disabilities Service Organization, Inc. that our bargaining unit has ratified the proposed tentative agreement this morning. It is my understanding the agreement will become effective tomorrow, April 18, 2015 and will remain in effect until April 30, 2017.

Additionally, it is my understanding DDSO will pay the employees who engaged in the Unity Break on March 9th, 2015 all hours due minus the one hour for the break. The Union is withdrawing its complaint to the National Labor Relations Board effective immediately. We look forward to dealing with the remaining single issue items over the next couple months and reaching a complete agreement.

In closing, thank you for your diligence in this matter.

Sincerely,

Stephen Cutty
Field Representative
SEIU Local 1021

Executive Board Budget & Finance Committee

Theresa Breakfield Kathryn Cavness Tina Diep Richard Greenwood
Doug Marr Julie Meyers Peggy La Rossa Paul Little Nadeen Roach

DEVELOPMENTAL DISABILITIES SERVICE ORGANIZATION
SEIU LOCAL 1021
MEMORANDUM OF UNDERSTANDING
July 7, 2015

DDSO and SEIU Local 1021 hereby agree as follows:

The current language of Section 13 of the collective bargaining agreement will be replaced with the following:

- A. As of August 1, 2015, DDSO will no longer offer medical insurance benefits to employees. Employees may be eligible for medical insurance through the Covered California insurance exchange.
- B. The Employer will provide dental insurance to all eligible employees, with plan design features substantially similar to the plan design features in place as of July 31, 2015. Employees who elect such insurance shall bear 50% of the monthly premium costs for such insurance, paid through regular payroll deductions.
- C. The Employer will offer a group vision insurance plan. Employees who elect such insurance shall bear 100% of the monthly premium costs for such insurance, paid through regular payroll deductions.
- D. The parties will continue to meet and negotiate regarding the Claims Reimbursement plan.

A new section will be added to the collective bargaining agreement, as follows:

SECTION 36 - MISCELEANOUS

- A. An "Employee Recognition Committee" shall be formed, consisting of three (3) employees (one from each campus) appointed by the Union and up to three (3) members of the management team appointed by the Employer. The Committee shall meet periodically, during hours when clients are not being provided services. The Committee shall explore ways to recognize employees for extraordinary service to clients, such as "employee of the month reserved parking space," etc.
- B. At any time, the Union may submit written reports and memos to the Board of Directors addressing matters within the scope of representation. The Board will give due consideration to such reports and memos at the regularly scheduled Board meeting following receipt of the materials.

DDSO:



SEIU Local 1021:

