

Collective Bargaining Agreement

between

SEIU VA 512

and

512 Staff United

May 19, 2022 – May 19, 2025

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Article A: Preamble

1. This agreement has been entered into by the Service Employees International Union, SEIU Virginia 512, (hereafter designated as the "Employer"), and 512 Staff United (hereafter designated as the "Union").
2. The parties enter into this Agreement acknowledging the following fundamental understandings:
 - A. Both parties agree that workers at SEIU Virginia 512 come together for the shared goal of organizing workers across Virginia in the pursuit of dignity and respect within the workplace.
 - B. Both parties agree to treat all employees, both those within the bargaining unit and those who are not, with dignity and respect and in alignment with the policies laid out in the contract.
 - C. The benefits described shall apply to all bargaining-unit employees of the Local and may be prorated for part-time employees.

Article B: Union Recognition

1. The Employer recognizes 512 Staff United as the sole and exclusive representative of all Employees, including those who are full time, part time, and temporary, and those who are on term-specific grants, except supervisors and confidential employees as defined by the National Labor Relations Act.
2. Temporary workers are defined as people on the SEIU Virginia 512 payroll on a limited term.
3. The Employer shall notify the Union when a new bargaining unit-eligible employee is hired and provide their personal contact information within five (5) working days of their start date.
4. The Employer agrees not to discriminate against any member of the Union, nor to engage in unfair labor practices.
5. The Union shall, with advanced approval from the Employer, be allowed reasonable use of facilities of the Employer for holding meetings, as long as it does not conflict with the normal operations of the Employer.
6. The Union shall have access to a bulletin board in all offices, designated by mutual agreement between the Employer and the Union, for Union notices. The Union shall also have permission to use work email to distribute updated policies and agreements with staff.
7. Steward Rights
 - A. The Union shall furnish the names of any new stewards within ten (10) days or as soon as reasonably possible prior to the new steward conducting any union business on work time.
 - B. Stewards or officers of the Union may utilize a reasonable amount of work time without loss of pay to confer with an affected employee with respect to any matters for which remedial relief may be sought pursuant to the terms and conditions of this agreement. This includes but is not limited to interviewing witnesses, reviewing documents, or preparing materials to process a grievance.

- C. Any meeting between any Employer' official and a Union steward concerning a matter for which remedial relief may be sought, including but not limited to all steps of the grievance process, shall be held on work time.
 - D. A duly designated Union representative, or steward, shall receive thirty (30) minutes without loss of pay to meet with any new employee within five (5) working days of the new employee's start date.
8. The Employer agrees to provide the Union a list of members in the bargaining unit twice a year (March and September) which includes their last reported home address and phone, their work address and phone, their rate of pay and date of hire.

Article C: Union Dues

- 1. Upon submission of a signed dues authorization, the Employer agrees to deduct the Union dues from the wages of each employee each pay period. The Employer agrees to forward such to the Treasurer of the Union every even pay period of the year along with necessary employee information required to process dues effectively.
- 2. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability that may arise in response to actions taken by the Employer as laid out in this article.

Article D: Length of Contract

This collective bargaining agreement, between the Employer and the Staff Union, shall expire three (3) years after May 19, 2022.

Article E: Respect & Dignity Clause

- 1. The parties acknowledge the following fundamental understandings:
 - A. The Employer and the Union agree to cooperate with one another on efforts to assure efficient operations, to serve the needs of the Employer and its membership, and to meet the highest standards of such service.
 - B. The Employer and the Union agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the Employer with respect and dignity.
 - C. The Employer agrees to work closely with the Union, through the Labor Management Committee, to explore all reasonable means to help employees improve their performance and enjoy success on the job.
- 2. It is the intent of the parties, as is reasonably practical, to include all union members in discussion of the Employer's strategic campaigns, work plans and goals.
- 3. Each employee's work assignments or directives shall be consistent with the intent of the preceding statements.

Article F: Labor Management Committee

1. The Union and the Employer agree to establish and co-chair a Labor Management Committee (LMC) to discuss shared workplace concerns with the purpose of promoting good communications and problem solving at the lowest appropriate organizational level.
2. The LMC shall meet monthly on the third Friday of each month from 1 - 2 pm, absent exigent circumstances. Any changes to this date will be decided by mutual agreement.
3. The Committee will consist of representative members of the Union and the Employer. The Employer's representatives may be President and Secretary-Treasurer, and a rotating group of managers. The Union's representatives will be the co-Presidents and a rotating group of members.
4. Union employees shall be excused with pay in order to attend LMC meetings.

Article G: Orientation

1. The Employer will provide a thorough new hire orientation that includes, but is not limited to, a review of the following:
 - A. Overview of the Local: history of the Local, an organizational chart and contact information for all colleagues, overview of the various chapters;
 - B. Policies and processes, provided by the Office Manager or Chief of Staff: accessing benefits, requesting leave, travel, submitting mileage and expense reimbursements;
 - C. Job specific training: orientation to relevant software, access to relevant files, job description and expectations, performance appraisal, and any additional training that would be helpful;
 - D. A copy of the collective bargaining agreement.
2. New Hire Orientation will start immediately after a new employee's start date and will be completed within the first ten (10) working days of the employee's start date.
3. New hires will be encouraged to have an up to 30-minute meeting with each person on their team within the first ten (10) working days of the employee's start date.
4. New hires will have access to thirty (30) minutes with a Staff Union representative, within five (5) working days from their start date, during the work day.

Article H: Holidays

1. The Local shall be closed on the following days:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. Presidents Day
 - d. Good Friday
 - e. Memorial Day
 - f. Juneteenth

- g. Fourth of July
 - h. Labor Day
 - i. Election Day
 - j. Veteran's Day
 - k. Thanksgiving Day
 - l. The day after Thanksgiving
 - m. Christmas Day
2. In the event a holiday falls on a Saturday, it will be observed on the previous Friday; if it falls on a Sunday, the following Monday.
 3. An employee may take off their birthday or another day of their choosing.
 4. The Local shall be closed for the week from Christmas Day to New Year's Day.
 - a. 2022: The office will be closed between 12/26/22 - 12/30/22
 - b. 2023: The office will be closed between 12/26/23 - 12/29/23
 - c. 2024: The office will be closed between 12/26/24 - 12/31/24
 - d. Member Services will provide coverage for time-sensitive issues.
 5. An employee may request to substitute another religious or cultural observance of importance to the employee for any holidays listed above.
 6. Work on a Holiday: Employees may be required to work on one of the days listed above to meet the needs of the campaign and the membership. In the event that work is required on one of these days, as authorized in writing by a supervisor, employees will be provided an equivalent amount of holiday leave to be used within six months
 7. At termination of employment, employees will be paid for all pre-approved banked holidays from the past six months.

Article I: Personal Time

1. Employees are eligible for ten (10) paid personal days each calendar year.
2. Personal days shall be used in the calendar year earned and cannot be carried over to the next year.
3. At termination of employment, unused personal days will not be paid out.

Article J: Vacation

1. The number of paid vacation days is determined by length of service with the Local, corresponding to an employee's start date.

Vacation Earnings: The earnings schedule for paid vacation days is:

Years of Employment	Number of Vacation Days
At 3 months	Five (5) days
3 months to 1 year	Five (5) days at a rate of one per month, capping at ten (10) days for the first year

Year 2	Ten (10) days
After 2 years	Fifteen (15) days
After 5 years	Twenty (20) days

2. Employees are not eligible to take paid vacation until they have been on staff for three (3) months, unless approved by the President of SEIU Virginia 512 (hereafter designated as the "President").
3. Employees must make all requests for vacation, in Replicon or an equivalent system provided by the Employer, to their supervisor. Vacation must be scheduled at times that are mutually agreed upon by the employee and their supervisor. The Employer will make every reasonable effort to grant time off at the times requested, however, vacation requests will be denied if they conflict with campaign operational needs.
4. All employees are encouraged to take annual leave for vacation purposes of two consecutive weeks each year.
5. An employee may carry over up to ten (10) days paid vacation credit from one calendar year to the next.
6. Part time employees will earn pro-rated vacation leave based on the number of hours worked.
7. At termination of employment, employees will be paid for unused earned vacation days.

Article K: Sick Leave

- A. Thirteen (13) paid sick leave days are earned each year at the rate of a half (1/2) day each pay period.
- B. In addition to the use of sick leave for an employee's own illness, sick leave may be used for medical appointments and for the illness of a family member.
- C. When absent due to extended illness, the employee's supervisor should be informed as to the employee's condition and anticipated date of return to work.
- D. After an absence of five (5) days, the Employer may require a physician's certificate stating the nature of the illness and advising when the employee is able to return to work.
- E. Unused sick leave is not payable to employees at termination. However, it may be donated to the sick leave bank (see clause below) with no cap.
- F. Sick Leave Bank
 1. SEIU VA 512 will create a sick leave bank that all employees at the Local may opt into. This provides for employees to share sick leave with their colleagues to limit the need for an employee to be in an unpaid status because of a medical condition, illness, injury, or impairment that extends beyond their accrued sick days.
 2. To be eligible for the sick bank, a full-time employee must donate at least one (1) day of sick leave to the bank annually, by July 1st, or within sixty (60) days of the employee's start date. A part-time employee must donate a prorated amount of sick leave to the bank annually.

3. Sick Leave Bank Members may request days from the sick leave bank once they have used all individually-accrued sick days.
4. An employee using days from the sick leave bank will continue to accrue additional sick leave and vacation days by virtue of donated sick leave, and will continue to be eligible for health care coverage and other benefits as if the employee were in a regular paid status.
5. Sick Leave Bank days can be used for the care of a dependent family member.
6. Sick Leave Bank Members must submit requests to the sick leave bank via a form to be created by the Labor Management Committee (LMC), who will be responsible for deciding who oversees requests.
7. A recent hire may request advanced sick days from the sick leave bank using the same form in clause F.6.
8. Bank leave shall not be granted in units of more than thirty (30) days.
9. Once an employee exhausts the available sick leave received from the bank, they may request additional days. If an employee has already requested the maximum number of days from the sick bank and needs additional days, they may request more provided there are at least ten (10) remaining days in the bank. Once an employee exhausts all days available to them from the sick leave bank, the employee will then be eligible to apply for leave without pay.
10. Additional details necessary to establish the Sick Leave Bank will be finalized by the LMC within one month of the ratification of this contract.
11. The LMC will monitor the balance of the sick leave bank, send sick leave bank members an update quarterly, and send a request for additional donations when the number of days in the bank drops below thirty (30) days.
12. Sick Leave Bank Members may donate up to thirty (30) days of accrued sick time a year.
13. Any unused days an employee receives from the sick leave bank will automatically be returned to the sick leave bank upon the employee's return to work.
14. Any use of days from the sick leave bank will run concurrently with the twelve (12) week allowance for family medical leave, if applicable.

Article L: Family Medical Leave

Family Medical Leave: The Employer provides benefits for employee and family illness consistent with the requirement of the Family Medical Leave Act and any state benefits regarding family medical leave that may be greater than those required by federal law. The combined amount of Family Medical Leave Act (FMLA) and any other paid or unpaid medical leave shall not exceed six (6) months in any twelve (12) month period, except at the discretion of the employer or where required by state law.

Article M: Paid Family Leave

Paid Family Leave (PFL): An employee with an FMLA qualifying event (birth event, serious medical condition, or who is needed to care for a family member with a serious medical

condition) may request up to eight (8) weeks of paid family leave within a twelve (12) month period. The amount of PFL is based on an employee's assigned weekly scheduled hours. Employees scheduled to work fewer than eighty (80) hours within a pay period will be eligible for PFL on a prorated basis. PFL leave runs concurrently with FMLA. Any unused PFL will expire at the end of the twelve (12) month period. PFL hours are not accrued or transferable and will not be carried over from year to year.

Article N: Parental Leave

1. The birth of a child or placement of a child due to foster care or adoption qualifies a member for Family Medical Leave (12 weeks) and Paid Family Leave (8 weeks or 40 working days) to run concurrently. See Article L (Family Medical Leave) for a deeper explanation of these benefits.
2. Health insurance benefits will continue to be provided during the paid parental leave under this policy at the same rate as in effect before the leave was taken regardless of length of service.
3. Upon notice given at least sixty (60) days in advance of the expected date of delivery, or as much notice as practicable if the leave is not foreseeable, an employee may be granted a total of twelve (12) weeks of paid parental leave, including the eight (8) weeks of PFL, to attend to their child. If the employee needs additional time off, they may request additional time off using any combination of vacation days, earned sick leave and sick leave bank withdrawals, banked holidays and personal days. After any paid leave is exhausted, the employee may request leave without pay. All leave shall not exceed twenty-six (26) weeks.

Article O: Bereavement Leave

In the event of a death in their family, employees will be compensated for time lost from their regular work schedule as follows:

- A. Five (5) working days off from work with pay in the event of the death of a spouse, domestic partner, child, step-child, parent, brother, sister, grandchild or grandparent, or someone who is viewed in an equivalent familial role, or any relative residing in the employee's household. The five (5) days off with pay are intended to tend to matters related to the death and must be taken consecutively within a reasonable time of the day of death and may not be split or postponed. Upon request employees will be granted the use of any sick or annual leave benefits that might be needed to tend to matters related to a death in the immediate family. Upon acceptance of a members' request for additional days upon the loss of a loved one, the staff member will not be contacted for work related matters until their bereavement period has concluded.
- B. Two (2) working days off from work with pay in the event of the death of an aunt, uncle, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, niece, or nephew or other kin (i.e. someone who is like family but not related by blood).

Article P: Jury Duty Leave

- A. Employees who are subpoenaed to serve as a witness in a criminal or civil proceeding will be given the necessary time off. This excused time off will be unpaid, unless SEIU Virginia 512 issued the subpoena or otherwise determines in its sole discretion that the employee should receive paid leave. The Union will not discriminate against any employee who is requested to serve as a witness.
- B. Employees who are summoned for jury duty or jury qualification must notify their supervisor immediately. Jury duty is an important civic responsibility. The only instance in which the Union may ask the Court to excuse employees is if their services are essential at the time they are called.
- C. If an employee serves as a juror, they will continue to receive their regular pay while on jury duty. Employees are required to remit to the Employer any monies received for jury duty or witness pay, except for any reimbursement of expenses paid by the court.

Article Q: Military Leave

Military Leave: Leaves of absence for the performance of duty in the U.S. Armed Forces or with a Reserve component thereof will be granted in accordance with applicable law. An employee may use vacation or personal leave for this purpose, at his/her own discretion.

Article R: Hours of Work

1. The Employer and the Union recognize that due to the mission of SEIU Virginia 512 and the needs of its members, employees (with the exception of hourly employees) may be required to work long and irregular hours; to work on weekends and holidays; and to work away from home for extended periods. The Employer and the Union further recognize that work-life balance and the health and well-being of employees and 512 members is a shared value and priority for SEIU Virginia 512.
2. Employees have the ability to make adjustments to their schedule to meet their goals, and to meet the demands of work and non-work obligations, in consultation with their Supervisor. The Employer retains the ability to set staff meeting times, in consultation with Employees. Supervisors will not unreasonably reject Employee schedule requests.
3. Employees have the ability to flex time throughout the work week to adjust to their schedule/needs, and the schedules/needs of the staff and workers with whom they are working.
4. Employees who work more than ninety (90) hours in a two-week period will be given comp time for the additional hours worked. Employees should schedule comp time in consultation with their Supervisor to meet the needs of Employees and the campaign, within sixty (60) days of being accrued.
5. Employees who are experiencing signs of burnout should raise this concern with their Supervisor to work together to discuss how Employees can meet their work goals and

their non-work obligations in a better way, including adjustments to schedule, forms of support, and more. Burnout concerns may also be raised with the LMC.

6. The Employer and the Union should work together to hold one session per year to discuss burnout and its symptoms.
7. Employees are not expected to respond to SEIU Virginia 512 members or not-yet-members' calls, emails or texts when Employees are off work.
8. Employees will make arrangements with their Supervisor to determine how their work, including, but not limited to, turf, assignments, projects, cases, meetings, and events, will be covered when they are taking time off.

Article S: Probationary Period

1. All new bargaining- unit employees shall be on a six (6) months probationary period from their date of hire with the Employer. During this period, the officers and organizing managers will assess an employee's ability to do the job.
2. Employees who transfer directly to SEIU Virginia 512 from SEIU or an SEIU local will have all previous employment with SEIU credited towards employment longevity at SEIU Virginia 512. However, employees who transfer will still undergo the same probationary period as described above.
3. An employee's probationary period may be extended for an additional period not to exceed three (3) months, when it is deemed that such extension is necessary to thoroughly evaluate the employee's ability to perform the full scope of assigned duties. The employee will be advised of the extended duration of the probationary period prior to the conclusion of the initial probationary period. Extensions of probationary periods must be agreed to by both the Employer and the Union, and can be requested by either party.
4. During or at the end of the probationary period, SEIU Virginia 512 reserves the right to release an employee from employment with the union for any reason.

Article T: Job Descriptions

1. Each Employee's job description will accurately reflect their duties. These duties will be the basis of the annual evaluation.
2. The Employer agrees to present to and then collaborate with the Union when creating and/or modifying job descriptions or adding additional day-to-day responsibilities. If necessary, the LMC will schedule a meeting earlier than previously planned to discuss any changes to the job descriptions.
3. The Employee may request through the LMC to have their job description and/or title modified to reflect new responsibilities that do not fall into the category of a promotion, in order to assure that their evaluations reflect their actual duties.

Article U: Job Openings

1. Vacancy:
 - A. Current Employees shall be notified of any employment opportunities within the Local via email and allowed to apply for these positions five (5) working

- days prior to any external advertising of vacant positions, whether a promotion, or a lateral change of position.
- B. First consideration shall be given to qualified Employees who wish to transfer to a vacancy of their current job in a different location.
 - C. All bargaining unit members who have applied for a vacant position will be notified if they are not selected and can request specific feedback.
2. *Creating a new position*: If the Employer proposes to create a new position within the organization, they shall notify the Union and discuss these matters within the LMC:
 - i. Job description
 - ii. Qualifications
 - iii. Bargaining unit eligibility
 3. Within fifteen (15) working days of a position becoming vacant, the Employer will post the position to be filled, consistent with the provisions of this Article.
 4. If a position is to be left vacant, abolished, or reclassified, the Employer will notify the Union in writing. If either party thinks further discussion is necessary, the Employer will meet with the Union upon request to discuss the decision at the upcoming LMC, or sooner if requested by either party.
 5. The Union will have a representative in interviews for all vacant positions, inside and outside of the bargaining unit, and shall give a recommendation.

Article V: Promotions

The Employer will actively encourage – and the Employee will actively pursue – individual skill development and acquisition of experience in order to foster career development and upward mobility through promotions to a higher pay grade.

1. In determining an Employee's qualifications for promotion, the Employer will consider many factors including, but not limited to: job performance, seniority, professional development, and experience.
2. Requests for promotions can be initiated at any time by the Employer, or their designee, or the Employee. However, the Employer, or their designee, will initiate a discussion during the performance evaluation process, regarding the Employee's goals related to promotions. This discussion will include specific feedback by the Employer, or their designee, that either supports promotion, or defines goals that need to be met to qualify an Employee for promotion. The Employee will be provided with the opportunity to highlight their skills and achievements during these discussions. Timeframes for promotion may be included in these discussions.
3. All promotions will be announced via email within one (1) week of them taking effect.
4. The Employer retains the right to make promotion decisions, consistent with applicable law, rule, this CBA, or policy. Employees can challenge promotion decisions through the grievance procedures of Article AG (Grievance Procedure) to the extent that the employee alleges that the promotion decision violated an applicable law, rule, this CBA, or policy.
5. If an employee is denied the requested promotion, they shall be provided a written explanation from their supervisor or the relevant decision-makers, within fifteen (15) working days, which details the rationale and the necessary steps for improvement to be promoted.

6. An Acting Capacity Promotion is defined as an Employee being required to fill a position that is outside the bargaining unit for thirty (30) days or more. When an acting capacity promotion is assigned by the Employer, the Employee's compensation will be increased commensurate with the position being filled.

Article W: Professional Development

1. The Employer is committed to providing opportunities for continuous learning and development. The Employer and the Union believe that Employees' development is a shared responsibility. Because of this, all training addressed in this Article will be considered time worked.
2. The Employer will reimburse up to one thousand (1,000) dollars annually per each Employee for tuition and expenses incurred for training or college course work that is related to an Employee's current job or could lead to advancement in the union. Prior approval must be obtained from the President. Reimbursement will be made if the course work is completed with a passing grade.
3. The Employer will also cover expenses for conferences or meetings that provide opportunities for staff development. A request for approval must be submitted to the President and will be considered on an individual basis.
4. The Employer will make every effort to support the collective development of leadership skills for all staff.
 - a. Anyone who supervises at least one individual will attend at least eight (8) hours of annual management training to be led by an external trainer or program.
 - b. The Employer will allocate at least four (4) hours annually to leadership development for the entire staff. The topics will be discussed by the LMC and may be led by any one or any group of Employees, or an outside organization or facilitator.
5. The Union will be given one (1) month notice of intent to introduce new or modified equipment or software that affects any or all Employees' jobs. Affected Employees will be given adequate training during work time and at the expense of the Employer.

Article X: Performance Management

Performance management is a proactive process for establishing a shared understanding between the supervisor and the employee regarding performance expectations.

Performance management is based on a growth mindset with a goal of continual skill development to promote performance at the highest level, thus increasing the probability of success for the employee.

- 1) Employees shall receive a written evaluation of their performance, based on their job description, from their supervisor, within two (2) weeks after the completion of the employee's probationary period. After the first year, employees will receive a performance appraisal within four (4) weeks of June 1st annually, or on a date mutually agreed upon.

- 2) Performance appraisals are an opportunity for an employee and their supervisor to reflect on the work of the previous period and to discuss and plan for training and development steps that may be useful in making the employee and their supervisors' work more effective or to advance to working at higher levels within the Local.
- 3) Managers will have annual evaluation done by their supervisors, currently the Chief of Staff and/or President, which includes feedback from the members of their department. The feedback form will be created by the LMC.
 - a) The following is the process to be used for disputes with a manager that are not necessarily contract violations where the Grievance and Arbitration procedure takes precedence.
 - i) Employees should raise the issue with their manager or manager's manager to try to resolve it, if the employee is comfortable doing so.
 - ii) Employees can raise the issue with the LMC to work together on a resolution.
 - iii) The LMC will update the employees and managers as to appropriate next steps.
 - iv) If the issue is not resolved, the matter may be moved to the grievance procedure, so long as it meets the definition in Article AG (Grievance Procedure)..
 - b) When a pattern of issues are identified through the annual evaluations with feedback from the members of their department, the issue will be addressed with that supervisor by their supervisor, including appropriate coaching and training to enhance their performance.
- 4) If performance is assessed as unsatisfactory, or in need of coaching, a supervisor will initiate a thirty (30) day Work Improvement Plan with the employee which will be designed to support and coach the employee but is not a disciplinary document or action.
 - a) The Employee will be given the opportunity to identify the tools needed to be successful and together with the supervisor will create a thirty (30) day Work Improvement Plan. The Work Improvement Plan will clearly identify goals and objectives, as well as training opportunities to give the employee the tools necessary to be successful. The supervisor and employee will sign the Plan. The employee and the supervisor will meet weekly to review the Plan and progress towards the goals. It is the Leads' responsibility to (1) Explain the standards that will be used to determine next steps; and (2) Specify time frames for performance improvement.
 - b) The supervisor will provide weekly written feedback detailing the employees progress during the Work Improvement Plan.
 - c) At the end of the Work Improvement Plan, the supervisor and employee will meet to review progress towards the goals.
 - i) If the employee has improved based on the Plan, they will return to a normal work plan with relaxed supervision to include weekly planning meetings and goal checks.
 - ii) If sufficient progress was not made or only partial progress was made, the employee and supervisor shall determine whether an additional

thirty (30) days would support the employee toward reaching their goals.

- iii) After all reasonable efforts have been exhausted, if the employee is still not meeting performance goals, the Chief of Staff or Local President with the supervisor will meet with the employee and discuss which goals they did not meet and their options with the local which includes but is not limited to: Is there a position better suited for the employee, which would better utilize their skills? Is there a position at another local or organization that better suits their skills?

5) The Employer agrees not to dispute unemployment claims for members separated from the Local as a result of performance issues.

Article Y: Layoffs

1. The Employer shall notify the Union in writing at least thirty (30) days prior to any proposed layoff to reduce the workforce, specifying the job title(s) and number of employees. During the first two (2) weeks after the notice, the Employer will meet with Union representatives and provide the economic justification for the layoff. Loss of funding, after a serious attempt to secure additional funding, shall be cause for economic justification. The Employer and the Union will discuss possible alternatives to a reduction in force.
2. Layoffs shall be made in inverse order of seniority in the classification by job function. An employee who could be trained within forty-five (45) days to do the job of a less senior employee in the same department shall be moved into the less senior position and the less senior employee be laid off. Employees notified of a layoff may fill any vacant position within the bargaining unit for which they meet the minimum qualifications or could be trained within forty-five (45) days. Someone transferred under this contract clause shall be given at least ninety (90) days to adjust to the new role before an evaluation. They will not be subject to a probationary period again.
3. Seniority shall be based on the length of time with the Local. Temporary leave, including sick time, vacation, parental leave, etc., shall not impact seniority.
4. Severance will be paid to laid-off employees in the amount of two (2) weeks of salary.
5. The Local will attempt to assist any laid-off employees in finding new employment, including with references, introductions, and a practice interview.

Article Z: Health

1. Eligibility: An employee and their dependents are eligible for fully paid medical, dental, and vision benefits starting the month following the first day of employment, or sooner should the policies change.
2. Part-time Employees: Part-time employees, working a minimum of twenty hours per week, will be eligible for coverage with the employer paying a prorated share of the premium based on a percentage of full time employment.
3. Domestic partner's benefits are available for the domestic partner of an employee, provided all of the eligibility requirements are met, including:

- A. The employee has been in a committed relationship as a spouse, or equivalent, for a minimum of one year;
 - B. The employee and their domestic partner have shared a legal residence for at least twelve (12) months;
 - C. A financial interdependence between the employee and their domestic partner can be documented;
 - D. The employee and their domestic partner are not related by blood (or marriage);
 - E. Neither the employee nor the domestic partner is married to someone else.
4. Details concerning continued coverage should a member of the bargaining unit be laid off is covered in Article Y (Layoffs).
 5. *Prescription Drug*: If the employee or any of the employee's eligible dependents incur non-inpatient expenses for covered drug and medicine charges because of non-occupational bodily injury or sickness, they are insured for payment for the expense after payment of a small deductible.
 6. Complete details of the plan will be provided to employees, at the time of hire, in a comprehensive Plan Summary manual. The plan will be emailed out to all members of the bargaining unit annually in January.
 7. *COBRA*: Employees covered by the union's medical benefits plan have the right to continue their current coverage at their own expense in accordance with COBRA regulations if they terminate employment with the Union for any reason other than gross misconduct.
 8. *Workers Compensation*: On-the-Job injuries are covered by the Employer's Workers' Compensation Insurance Policy provided at no cost to employees. The Workers' Compensation provides weekly cash benefits to compensate for lost income, as well as payments for necessary medical care to employees disabled because of accidental on-the-job injuries and/or illnesses. The Workers' Compensation Board in each state determines the amount and duration of benefits.
 9. If an employee is injured on the job, no matter how slightly, they must report the accident immediately to their supervisor. This ensures that the Employer can assist the employee in obtaining appropriate medical treatment. Employees' failure to follow this procedure may result in the appropriate Workers' Compensation report not being filed in accordance with the law, which may consequently jeopardize the employee's rights to benefits in connection with the injury or illness. The Employer asks for employee's assistance in alerting their supervisor of any condition which could lead or contribute to an employee accident.

Article AA: Pension

The Employer agrees to continue participation in the SEIU Affiliate Employee Plan, which is a defined benefit plan fully paid by the Employer. The Employer contributes 21% of each employee's base salary on a monthly basis, subject to changes by the SEIU Benefits Fund Board of Trustees. Additional information can be found in the SEIU Affiliates' Officers and Employees - Plan Summary Plan Description Handbook.

Article AB: Expense Reimbursement

1. Per Diem:
 - a. Employees incurring expenses for work purposes should, as much as possible, go through the Office Manager.
 - b. The Office Manager or other assigned staff will be responsible for booking all lodging necessary for travel. All lodging "points" gained by union travel will be maintained by the Employer.
 - c. Employees shall submit receipts for work-related expenses within thirty (30) days after the expenses have been incurred, using the expense reimbursement form supplied by the Employer.
 - d. Employees may elect the option of being paid a combined meal and incidental per diem expense of sixty (60) dollars per day. An employee may claim the per diem on a day where they originate or return to their home or does a round trip lasting six (6) hours or more away from their home turf, at least seventy-five (75) miles away. No receipts are required to claim this option. Employees must mark the per diem days on their expense report.
 - e. Upon request, Employees shall be provided with per diem advances based on a good faith estimate of travel days. Employees must submit an expense report, including the description and dates of travel.
2. Car Allowance and Expenses:
 - a. *Auto Allowance*: All employees are required to have a fully insured and operating vehicle available for work at all times. Employees will receive a taxable auto allowance of two hundred forty (240) dollars per pay period. The auto allowance will be suspended during any period that an Employee does not have an operating vehicle available for work, or if the Employee is on extended leave of more than two (2) weeks.
 - b. *Mileage*: Employees must complete the "Mileage Calculator" document for each week that they submit mileage expenses. Mileage reimbursement will be based on the number of business miles driven calculated at the IRS standard rate, currently \$.28 per mile.
 - c. *Parking/Tolls*: Parking costs will be reimbursed, with receipts, while on business. Tolls will be reimbursed, if there is no other reasonable option.
 - d. *Tickets/traffic Violations*: The Employer will not pay for or reimburse an employee for any tickets resulting from parking or traffic violations.
3. *Phone Allowance*: The Employer shall provide all bargaining unit eligible employees with an allowance of forty (40) dollars per pay period, with the expectation that they have a working smartphone for business purposes. The Employee can opt to have a phone provided for them by the Employer in lieu of the phone allowance.
4. *Reimbursement for Member Meals*: As with other expenses, Employees should pre-order membership meeting meals through the Office Manager. In the event that an Employee is unable to do so, the Employee must obtain pre-approval to incur a meal expense from the employee's direct supervisor or the key decision-makers. Employees must provide a sign-in list of attendees, agenda and itemized receipt for any meeting or event where food is ordered and paid for or reimbursed by the local. Every effort should be made to keep costs to a minimum. Employees will not be

reimbursed for their meal expenses if they meet one-on-one with someone, unless approved in advance by the direct supervisor or key decision-makers.

5. *Work-related Childcare Reimbursement:* All employees shall receive reimbursement of up to seventy-five (75.00) dollars in childcare expenses per pay period for all special needs dependents and children fourteen (14) years of age or under by submitting the Work-Related Childcare Expense Form.

Article AC: Language Differential

Employees who are required regularly, in writing, to use a second language (other than English) on their assigned duties will receive a language wage differential of fifty (50) dollars per pay period. Employees will not be expected to translate written documents for communication purposes. Materials that need to be translated will be sent to a translation service chosen by the Employer.

Article AD: Wages

1. The salary increases detailed below will be effective on the first full pay period following the date the contract is ratified. Employees hired after the signing of this agreement shall be placed on a grade that is comparable with their work experience, following the chart in Appendix A.
2. Each Employee with five (5) years or more of seniority shall receive a longevity increase of one thousand (1,000) dollars added to their base pay. An Employee with ten (10) years shall receive an additional two thousand (2,000) dollars added to their base pay. Employees' longevity increases will be tied to their date of hire, and be paid in the first full pay period after their anniversary date. For current employees, the longevity increases would take effect on the first full pay period after the date of ratification of the CBA.
3. The wages of all employees in the bargaining unit shall be maintained in a document and emailed to the Union annually and will be updated to reflect promotions and pay increases.
4. At the date of contract ratification, current Employees would receive a five (5) percent % increase.
5. On the anniversary of the CBA ratification, Employees will receive a COLA, with a floor of three and a half (3.5) percent, and a cap of five (5) percent, determined on an annual basis from the CPI-U semiannual average index for Washington-Baltimore, DC-MD-VA-WV selected local area from (https://www.bls.gov/regions/mid-atlantic/news-release/consumerpriceindex_washingt_ondc.htm). The percentage will be determined based on the last two second half indexes published. To compute the rate of inflation between two time periods, calculate the percent change in the appropriate CPI index from the first period to the second period.

Article AE: Equal Opportunity/Affirmative Action & Anti-Harassment/Anti-Discrimination Policy

1. Equal Employment Opportunity / Affirmative Action
 - a. SEIU Virginia 512 has a commitment to provide a work environment which is free from discrimination, prejudice, and all forms of harassment. The continued growth of our Local will result, in part, from enhancing and utilizing the abilities of all individuals to their fullest extent.
 - b. Therefore, it is the policy of the Local to be fair and equitable in all relations with our employees and job applicants without regard to race, color, religion, national origin, sex, age, sexual orientation, political affiliation, marital status, physical disability, or veteran status.
 - c. All leaders and staff of SEIU Virginia 512 share in the responsibility for carrying out equal employment opportunity and affirmative action as a basic part of their jobs.
 - d. How individual concerns are addressed will depend on the particular circumstance of each case. The grievance procedure remains an option for all members of the bargaining unit to pursue violations to any of the values, policies, or procedures agreed to in this contract.
2. Sexual Harassment Anti-Discrimination and Anti-Harassment Policy and Procedure
 - a. Policy Statement
 - i. SEIU Virginia 512 reaffirms that it is committed to providing all employees with a workplace free from discrimination and harassment. SEIU Virginia 512 does not discriminate against or harass any employee because of race, religion, creed, color, sex, age, national origin, sexual orientation, disability, ancestry, family responsibilities, status with regard to public assistance, marital status, matriculation, political affiliation, pregnancy, protected activity under the antidiscrimination statutes (that is, opposition to prohibited discrimination or harassment or participation in the statutory complaint process), or on any other basis prohibited by law.
 - ii. In keeping with this policy, SEIU Virginia 512 reaffirms that it will not tolerate any form of discrimination or harassment on any of the bases listed above. This prohibition covers discrimination and harassment by anyone in the workplace—supervisory and nonsupervisory employees, officers, members, vendors and other outsiders.
 - iii. As a means to ensuring a workplace that is free from discrimination and harassment, SEIU Virginia 512 has established a formal procedure for the handling of discrimination or harassment complaints. This procedure is intended to supplement—not to replace or supersede—the other procedures available to employees under any applicable laws or acts.
 - b. Definition of Sexual Harassment

- A. Bullying conduct may include, but is not limited to, repeated or egregious acts of:
 - Name calling, humiliation, spreading rumors;
 - Public ridicule;
 - Scapegoating and blaming;
 - Taunting;
 - Ostracizing;
 - Sexualizing;
 - Making racial or ethnic slurs;
 - Treating people like they are invisible;
 - Sarcastic jokes;
 - Invading one's personal space; or
 - Cyber bullying (bullying through email, internet, text messaging, internet websites, etc.).
- B. Bullying includes work sabotage, which can include, but is not limited to repeated or egregious acts of:
 - Removing areas of responsibility without cause and blaming the employee for the failure;
 - Assigning unreasonable duties or workload, without extra support;
 - Criticizing a person persistently or consistently;
 - Belittling a person's opinions;
 - Unwarranted or undeserved discipline; or
 - Tampering with a person's personal belongings or work equipment.
2. After the incident is reported, supervisors will meet with employees to discuss the issue and jointly develop a plan to address it. Issues may be brought to the LMC for additional support or attention.
3. Any credible violations of the bullying policy or a supervisor's failure to work with an employee and to adequately address a violation of said policy shall be subject to the grievance procedure.
4. Finally, nothing under this policy should require the target of the harassing/bullying behavior to prove the intent at any level of the bully/harasser. The target of the harassing/bullying behavior should share the specific actions and the impact of the actions on them and their work. The employer shall take every reasonable and appropriate measure to protect all employees' right to dignity in the workplace and to eliminate bullying/harassing behaviors from the working environment.

Article AG: Grievance Procedure

1. *Definition:*

A grievance is defined as any dispute concerning the interpretation or application of the express terms of this contract. The term "grievant" shall be considered to include: any individual of the bargaining unit, a group of bargaining unit employees, or the Union.
2. It is agreed that both parties shall do all possible to solve the dispute at the earliest possible stage.

3. Activities related to the filing of grievances shall be performed during work hours. This time includes preparation as well as time spent in step meetings.
4. Procedure:
 - a. Step 1
 - i. A first step meeting will be requested in writing with the supervisor within fifteen (15) working days of the occurrence or within fifteen (15) working days of the grievant or the Union becoming aware of the grievance, or should have reasonably become aware of the occurrence.
 1. The employee's supervisor shall meet with the employee and their steward within five (5) working days in an attempt to work out any dispute prior to filing a formal (written) grievance.
 - ii. The supervisor must provide a response in writing to the employee(s) and their steward representative within five (5) working days of the Step 1 meeting.
 - iii. If a party does not respond within the time limits set forth in this Article, the grievant may opt to wait for a response or move the grievance to the next step in the procedure.
 - b. Step 2
 - i. If the matter is not settled in Step 1 and the Union wishes to further pursue, grievances shall be presented to the Employer's representatives in writing, currently the President and Secretary-Treasurer, no later than fifteen (15) working days after receiving the Step 1 response.
 - ii. Management will schedule a meeting within five (5) working days of receiving the written grievance. If that is not possible, management may request a five (5) day extension.
 - iii. Management must provide a written response to the employee(s) and their steward within five (5) working days of the Step 2 meeting.
 - iv. If a party does not respond within the time limits set forth in this Article, the grievant may opt to wait for a response or move the grievance to the next step in the procedure.
 - c. Step 3
 - i. If the matter is not resolved in the Step 2 and the Union wishes to further pursue it, a grievance panel will be formed within fifteen (15) working days after the Step 2 response. The grievance panel shall be composed of two individuals, one a bargaining unit employee selected by the Union and one member of management selected by the Employer. The parties will present their case to the panel similar to an arbitration presentation and the panel will attempt to render a decision.
 - ii. Failure of either the Union or the Employer to comply with all substantial procedural requirements of the grievance procedure without just cause shall result in the decision in favor of the other party.
 - d. Step 4
 - i. If the matter is not resolved in Step 3 and the Union wishes to further pursue it, the Union shall, within fifteen (15) working days after the Step 3 response, serve a written demand for arbitration upon the Employer. The grievance shall thereafter be submitted to a third party arbitrator

who shall be selected by mutual agreement of the Employer and the Union from a panel selected by the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA).

- ii. Arbitration Panel: If such written notice is served, the parties agree to use the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) for a panel of arbitrators for consideration. 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.
 - iii. Arbitrator fees and costs will be equally split by the parties. All other costs of arbitration, including representation costs and transcripts, will be paid by the party that incurred them. The Employer will facilitate release from work for witnesses to testify at the hearing.
 - iv. The decision of the arbitrator shall be final and binding upon the Employer and employees involved, and the Union, unless either party moves to file with the courts. The arbitrator shall not have the authority to add to, subtract from or alter the provisions of this Agreement.
5. *Extension of Time Limits:* By written agreement the parties may extend the time limits set forth in this Article to permit further investigation, discussion, and negotiation for resolution. Requests of extension of time will not be unreasonably denied. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

Article AH: Disciplinary Procedure

1. There shall be no discipline or discharge of non-probationary employees without just cause. In the event of discharge, suspension, written warning, or oral reprimand, the employee shall be given a reason in writing, and a copy of such notification shall be forwarded to the Union at the same time. The Employer shall adhere to the principles of progressive discipline, as delineated below.
 - a. Conduct that may result in disciplinary action includes, but is not limited to:
 - i. Threat of physical violence;
 - ii. Workplace violence;
 - iii. Unauthorized use of drugs or alcohol during working hours;
 - iv. Unauthorized absence, unless the employee can establish extenuating circumstances;
 - v. Name-calling, bullying, or abusive conduct;
 - vi. Discrimination or harrasment;
 - vii. Insubordination.
2. Employees may request Union representation during investigatory and disciplinary meetings. Employees shall be granted a reasonable amount of time to consult with their Steward prior to and in conjunction with such meetings.
3. All disciplinary actions, including termination, shall be subject to the grievance procedure.

4. Discipline notices shall be issued within fifteen (15) working days after the Employer knew or should have known of the offense. All discipline notices shall be in writing and shall contain the following elements:
 - a. A statement of the incident citing the CBA section, Employer policy, or law that has been violated by the Employee, if applicable;
 - b. A statement of the corrective action required by the Employer, a defined period of time allowed to correct the issue, and a statement of the consequences to the Employee for failure to correct the issue;
 - c. Details regarding prior violations of a similar nature that led to the issuing of the current disciplinary action, if applicable;
 - d. A statement indicating the Employee's right to respond in writing to the discipline notice; and
 - e. A statement indicating that the Employee's signature on the disciplinary notice is recognized as a receipt and not as an acknowledgement or admission of guilt.
5. Steps of the Progressive Disciplinary Procedure
 1. *Oral reprimand*: In the event that an Employee engages in an infraction of expected behaviors, that Employee will receive an oral reprimand from their supervisor. The supervisor should keep detailed notes and prepare a memo to file about the conversation, in case further action is necessary. The oral reprimand shall remain in an Employee's personnel file for up to six (6) months.
 2. *Written Warning*: If the problem persists and/or more problems emerge of the same nature, the supervisor shall provide the Employee with a written warning detailing the objectionable behavior. The supervisor shall meet with the relevant key decision makers, currently the Secretary Treasurer and/or Local President, to discuss the issues before a written warning is given. The written warning shall remain in an Employee's personnel file for up to one (1) year. Additionally, the Employee shall be given an opportunity to respond to the written warning.
 3. *Unpaid Suspension*: If the problem persists and/or more problems emerge of the same nature, the relevant key decision makers, currently the Secretary Treasurer and/or Local President, can decide to suspend an Employee without pay for up to five business days. All benefits and leave accrual will continue to apply. The Employee may use accrued vacation time during their unpaid suspension.
 4. *Termination*: If just cause is established, the Employer may terminate the Employee. All steps must be documented and placed in the Employee's file. Instances of egregious or unlawful misconduct may result in immediate termination. Termination can still be subject to the grievance procedure.

Article AI: Personnel Files

1. The Employer maintains a personnel file for every employee. Job application, leave records, performance appraisals, and any individual correspondence concerning employment will be maintained in the personnel file. Any employees who want to

review the contents of their file may do so by making a written request to the Employer or official designee.

2. Additionally, the SEIU Benefit Fund maintains a separate file where health information is stored as required by law.
3. It is the employees' responsibility to keep the Employer informed and up to date on their home address, home phone number, cell phone number, change in marital or partnership status, or new dependents. All changes should be submitted in writing to the Employer or an official designee.
4. Requests for employment references from prospective employers of SEIU Virginia 512 current or previous employees is to be limited to confirming dates of employment, job title, and salary, unless authorized in writing by the employee.

Article AJ: Work Safety

1. The Employer and the Union are strongly committed to the health and safety of our workers and their families, SEIU Virginia 512 members, and the communities that SEIU Virginia 512 members serve. We are aligned in empowering workers to raise safety concerns, and work with the LMC to address them. When implementing these policies and practices, the Employer and Union will be mindful to promote equity within the work force, assuring that these policies and practices are not the source of any form of discrimination, nor that policies and practices are enforced preferentially to the benefit or detriment of any one group over another, or any one individual over another. Safety policies and practices detailed herein will take into consideration current health concerns, but will also attempt to anticipate future issues that might arise as conditions change. Any issues that may arise and are not addressed in this policy will be referred to the LMC for amendment.
2. After two years of pandemic conditions, we are clear that remote work can be highly effective for some workers, and we are clear that in-person, field work is critical to organizing SEIU Virginia 512 members and not-yet members. There is currently no plan for a full return to the office. The Employer will consult with the Union before setting a timetable for return.
 - a. All work that can feasibly be completed at home should be. The Employer however may require work in the office, as necessary.
 - b. All Staff are required to ensure that they are healthy before entering the office. All staff are encouraged to wear face masks when entering the office under current conditions. This policy may be modified in future, within the LMC.
 - c. Any employee who has had recent exposure to contagion, should not enter the office, in accordance with Center for Disease Control (CDC) guidelines.
 - d. In the event that an individual is diagnosed with any contagious illness, they should immediately inform their supervisor and quarantine for the appropriate amount of time, in accordance with CDC guidelines.
3. The Employer and the Union are strongly committed to ensuring that field work and union events are safe for all employees and SEIU Virginia 512 members. Employees are required to attend field work and union events, as assigned. Employees are encouraged to review field work and large events for risk factors and discuss them with their supervisor. Concerns may also be shared with the LMC.

- a. All Staff are required to ensure that they are not exhibiting any symptoms of COVID or its variants before entering or remaining in the field.
 - b. Staff should make every attempt to conduct actions (rallies, marches, meetings distributing flyers, picking up cards, etc.) in accordance with CDC guidelines, which may mean holding such events outside.
 - c. Field actions should have relevant safety products and PPE (such as hand sanitizer, wipes, and masks), in accordance with CDC guidelines, available for all participants.
 - d. Staff who report a credible concern regarding their personal safety where they are being temporarily housed by the Employer, will be relocated or reassigned in an appropriate manner.
 - e. When an Employee has reason to be concerned about the endangerment of their personal safety, they should raise those concerns with their supervisor. The Employer shall investigate and work with the employee to take appropriate action.
 - f. If an employee requests that a second employee attend home visits with them, the Employer will make a second employee available for a specified amount of time. If that is not feasible, the employee will not be required to do said home visit.
4. Pandemic safety is of paramount importance in the current climate and must be addressed with flexibility as conditions may worsen or improve with little notice.
- a. The Employer and the Union will consult in the LMC regarding shifts in community safety standards, as established by local, state, and federal agencies, but are free to implement more stringent safety standards than these agencies may promote. The Employer will, as pandemic conditions arise or at the individual request of any Employee as appropriate, supply Employees with Personal Protective Equipment as needed, including surgical grade masks, gloves, cleaning supplies, testing, and hand sanitizer. The Employer will maintain a stock of these items at all office locations, pending availability of PPE, and will ship such items directly to any Employee requesting them, if the Employer's office locations are not readily accessible to the Employee. The Employer will not be responsible for shipping and delivery issues that may delay the delivery of PPE.
 - b. In promoting the health and safety of its workers and SEIU Virginia 512 members, the Employer and Union encourage workers to take advantage of known and recommended preventative measures, including, but not limited to the use of masks, testing, distancing, hand sanitizer, frequent hand washing, frequent cleaning of high-touch areas, vaccines and boosters, and other safety practices. By June 1, 2022 all SEIU Virginia 512 employees are required to establish that they have been fully vaccinated against COVID-19 as defined by the CDC, as a term and condition of employment, unless an approved exemption (e.g., medical, religious or as otherwise required by law) has been sought. The Employer and Union will require either proof of compliance with these safety recommendations or testing before field work or events. Testing supplies will be paid for by the Employer if not covered by insurance or government sources.

- c. Masks will be encouraged in all indoor settings where individuals are in proximity to one another, including offices of the Local, in accordance with CDC guidelines. Masks will also be encouraged for outdoor use when distancing cannot be maintained, in accordance with CDC guidelines.
 - d. Issues that arise among 512 staff, IU staff, members, and the public, concerning health and safety in pandemic conditions, can be raised with the LMC for advice or resolution.
5. When working with external organizations, including SEIU and other groups with whom 512 staff interact, 512 policies will be made explicit and enforced, to the maximum extent possible. Pressure brought to bear on Employees to dismiss 512 policies in favor of more lax standards of health and safety, will be countered by the Employer or supervisor. Employees do not need to participate in actions that would violate this CBA. Such conflicts should be brought to the Union and the Employer as soon as is practical. The Employer will support the Employee in ensuring that the safety standards of this document are followed.

Article AK: Technology

1. The Employer shall provide the equipment it deems necessary for the Employee's success in the job. Employees shall be responsible to take care of all property issued to them by the Employer. An Employee shall not be financially responsible for the replacement of defective, broken, or lost equipment, unless the Employer can prove dishonesty, willfulness, or gross neglect.
2. The Employer shall not be responsible for personal property of an Employee. Upon resignation or termination, all equipment issued to Employees must be returned prior to the last paycheck being issued.

Article AL: Ethics

The Union and the Employer agree to adhere to the SEIU Code of Ethical Practices and Conflict of Interest Policy.

Article AM: Successors

1. In the event that the Employer shall by merger, consolidation, restructure, or by any other means, enter into an agreement with another organization or individual which, in part or in whole, affects the existing Collective Bargaining Agreement/bargaining unit, then such successor organization or individual shall be bound by each and every provision of this Agreement.
2. In the event that the successor has an existing Collective Bargaining Agreement with its staff, the successor shall meet with both existing unions and negotiate the terms of consolidation/merger of the two Collective Bargaining Agreements.
3. The Employer will notify the Union at least ninety (90) days prior to any planned restructure/merger, or as much time as possible if ninety (90) days is impossible, and negotiate terms at that time.

Appendix A

Grade	Year 1: 2022-2023	Year 2: 2023-2024	Year 3: 2024-2025
Organizer in Training	\$51,450	\$51,450	\$51,450
Grade 1: <ul style="list-style-type: none"> ● Organizer I ● Member Services Advocate I ● Database Administrator I ● Communicator I 	\$54,600	Year 1 salary plus COLA* (with a floor of 3.5% and capped at 5%)	Year 2 salary plus COLA* (with a floor of 3.5% and capped at 5%)
Grade 2: <ul style="list-style-type: none"> ● Organizer II ● Member Services Advocate II ● Database Administrator II ● Communicator II 	\$60,900	Year 1 salary plus COLA* (with a floor of 3.5% and capped at 5%)	Year 2 salary plus COLA* (with a floor of 3.5% and capped at 5%)
Grade 3: <ul style="list-style-type: none"> ● Organizer III ● Member Services Advocate III ● Database Administrator III ● Communicator III 	\$71,400	Year 1 salary plus COLA* (with a floor of 3.5% and capped at 5%)	Year 2 salary plus COLA* (with a floor of 3.5% and capped at 5%)
Grade 4: <ul style="list-style-type: none"> ● Senior Organizer ● Senior Member Services Advocate ● Senior Communicator 	\$78,750	Year 1 salary plus COLA* (with a floor of 3.5% and capped at 5%)	Year 2 salary plus COLA* (with a floor of 3.5% and capped at 5%)

* Reference Article AD (Wages) #5.

Wage Reopener: In the event that, during the term of this Agreement, SEIU Virginia 512 settles contract(s) for at least four thousand (4,000) bargaining unit employees, or in two (2) years, whichever comes first, the parties agree to re-open the compensation provisions of this Agreement for further bargaining.

Agreement

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their names by their duly authorized representatives effective on the 19th day of May, 2022.

For Employer:

DocuSigned by:

David Broder

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David Broder
SEIU Virginia 512 President

DocuSigned by:

Karen Conchar

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Karen Conchar
SEIU Virginia 512
Secretary/Treasurer

For Union:

DocuSigned by:

Sara Katz

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Sara Katz, 512 Staff United Co-President

DocuSigned by:

Liviah Wessely

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Liviah Wessely, 512 Staff United
Co-President

DocuSigned by:

Jannett Lopez

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Jannett Lopez, Bargaining Committee

DocuSigned by:

Dylan Jordan

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Dylan Jordan, Bargaining Committee

DocuSigned by:

Tricia Cowell

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Tricia Cowell, Bargaining Committee

DocuSigned by:

Tia Banks

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Tia Banks, Bargaining Committee

DocuSigned by:

Shana Boston

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Shana Boston, Bargaining Committee