

IDI/SEIU Local 500 Tentative Agreement – Highlights

Wage Increases

- **45 cents per hour wage increase**, retroactive to December 1, 2011.
- Additional wage reopeners any time during the first year of the agreement, if cost savings goals are met.
- Contract can be reopened if IDI receives Quality Improvement funds from the city any time during the life of the contract.
- Chance to renegotiate wages after 12 months, to go into effect during the second year of the contract.
- Union can seek enforcement of the living wage law if the city implements the law and IDI doesn't obey.

Premium Pay Eligibility

- Time and a half pay for hours worked in excess of 40 in one week.
- **Double time pay for full time staff who work on a holiday. Part time employees receive time and a half.**
- Employees who voluntarily accompany a client on vacation shall receive up to 16 hours of pay per day. After 16 hours, if the employees non duty time is disrupted for an hour or more, the employees shall be paid for all time spent with the client above the 16 hours as well.

Holidays and Vacations

- One additional floating holiday, **bringing the number of paid holidays up to 9.**
- Reductions in the number of years necessary to work in order to achieve increased vacation time.

Bereavement Leave

- Employees now can take an **additional 18 days of unpaid leave if burial occurs outside of the United States.**

Jury Duty/Witness Pay

- Employees may now use accrued vacation or paid personal days if he/she is subpoenaed to appear as a witness.

Work Schedules and Non Duty Breaks

- IDI will normally post work schedules at least 5 days in advance.
- IDI will notify employees at least 48 hour in advance of schedule changes, except in emergencies beyond their control.
- Employees are entitled to two 15 minute breaks for an 8 hour shift.
- Employees may only be called back from their break in an emergency circumstance and only for the time necessary to resolve the emergency.
- Employees shall not be required to perform routine paper work while on break.

Health Insurance

- All employees are now eligible for the less expensive Kaiser healthcare coverage, with IDI continuing to pay 60% of the individual coverage.

Tuition Assistance

- **Tuition reimbursement for full time employees** for 67% of the cost of tuition and books, **up to \$3,000 per year.**

Staff Meetings

- IDI shall pay employees for all time spent at staff meetings
- Employees shall be notified in advance of staff meetings being added on to training sessions.

Job Security and Protections

- Discharge and discipline are for “just cause” only. This means IDI has to provide evidence of wrong doing and that they must not act in an arbitrary, illegal or capricious manner on issues of discipline and dismissal.
- A progressive discipline process will be used. Discipline must be commensurate with the wrong-doing and an employee given the opportunity to change the problem behavior.
- Grievance and binding arbitration may be pursued for any employee when the union believes that he or she has been wrongly disciplined or dismissed. The final, binding decisions in such cases will now rest with a neutral third party (an arbitrator) – not IDI.
- **Employees now have the right to have a union representative present in any meeting with IDI which may result in discipline or dismissal of the employee.**
- Employees shall not be discriminated against with respect to conditions of employment based on race, ethnicity, religion, gender, sexual orientation, age, national origin, disability, union membership or any other protected category.
- Any layoffs shall be implemented by laying off temporary employees before permanent employees, and then by classification seniority (least senior employees within the group affected will be laid off first). Recall shall be in reverse order of layoff. IDI agrees to give 14 days’ notice of layoff where reasonably possible.

Filling of Vacancies

- Vacancies must now be posted in all IDI facilities for 7 calendar days.
- Where two or more employees who are essentially equal in their qualifications apply for a vacant position, the position will be awarded to the most senior employee.

Maintenance of Company Equipment

- IDI agrees to properly maintain company equipment.
- Employees shall not be required to operate unsafe equipment that poses danger to employees and clients.

Improved Working Conditions

- **By mutual agreement, supervisory staff and employees will treat each other with respect and dignity at all times.** Employees who are not treated with respect and dignity may bring their complaint to their union representative.
- Employees have the right to access and review their personnel file at a pre-arranged time.
- IDI agrees to maintain vehicles in working order and to make any necessary repairs expeditiously.

Union Rights

- Union security – employees who do not choose to become union members will pay an “agency fee” to cover their share of the cost of representation by the union.
- Union members may present the union’s practices and policies to new employees at the new employee orientation.
- Non-employee union representatives shall have reasonable access to IDI facilities.
- IDI shall provide a bulletin board for the union’s exclusive use at each facility.

Collaboration with the Employer

- A joint Labor-Management Committee is set up to promote and foster constructive relations between the employees and IDI. The committee will explore matters of mutual concern.