

## LETTER OF UNDERSTANDING

LOCAL 1021, SEIU, CTW  
and  
THE ARC SAN FRANCISCO

The parties enter into this Letter of Understanding, dated as of January 16, 2018, amending the language of the Collective Bargaining Agreement (“CBA”), Article 29 - GRIEVANCE & ARBITRATION PROCEDURE, to include language that was inadvertently omitted from the final signed version of the March 1, 2016 – June 30, 2019 CBA.

The specific language changes occur in Step 2 of Section 29.02 - EMPLOYEE/UNION GRIEVANCES and are included below underlined and in bold font. No other changes to the language for Article 29 - Grievance & Arbitration Procedure are intended or agreed to in this Letter of Understanding.

### **ARTICLE 29. GRIEVANCE & ARBITRATION PROCEDURE**

#### *Section 29.01 EMPLOYER GRIEVANCES.*

Step 1: Grievances shall initially be taken up orally by the Employer with a Union officer or steward in an attempt to resolve the matter on an informal basis within seven (7) working days of the date on which the Employer came into knowledge of the incident.

Step 2: If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing by the Employer and submitted to the Union Field Representative. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance, and the signature of the Chief Executive Officer. In order to be valid, the grievance must be so submitted within seventeen (17) working days of the date on which the Employer came into knowledge of the incident. At the request of either party a meeting may be held to investigate and attempt to resolve the grievance. A written response will be made by the Union Field Representative within twenty-seven (27) working days of the date on which the Employer came into knowledge of the incident.

Step 3: If the grievance still remains unresolved, it may be directly referred to binding arbitration, within thirty-seven (37) working days of the date on which the Employer came into knowledge of the incident. 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. The Employer shall initiate selection of the Arbitrator by submitting a list of potential Arbitrators acceptable to the Employer from which the Union is invited to select one (1). In the event that the parties cannot agree on an impartial Arbitrator within seven (7) calendar days after receipt of the Employer list of potential Arbitrators, either party may request the Federal

Mediation and Conciliation Service to submit a list of five (5) representative Arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being by lot, and the person remaining shall be the Arbitrator. Upon selection of the Arbitrator, the Union and the Employer shall attempt to schedule the Arbitration to be held within ninety (90) days of the notice to the Arbitrator of their selection. If the Arbitrator is not available, the Union and the Employer will mutually agree to extend the ninety (90)-day period. The Arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. All expenses of arbitration shall be paid equally by the Employer and the Union. The decision of the Arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) days of the arbitration hearing.

The Employer may bring an expedited grievance for any claim that the no-strike clause of this Agreement has been violated. If the Employer grievance concerns a violation of the no-strike clause and the grievance is not resolved within 24 hours the grievance procedure may be initiated at Step 3 with the selection of an Arbitrator.

*Section 29.02 EMPLOYEE/UNION GRIEVANCES.* The Union shall not solicit, initiate, or continue any individual employee grievance or grievance process without the active participation and agreement of the employee at each step. The Union through its officers, stewards, or Union Field Representative shall have the right to initiate employee grievances or the grievance process on the Union's behalf.

Step 1: Grievances shall initially be taken up orally by the employee and/or the Union officer or steward with the immediate supervisor in an attempt to resolve the matter on an informal basis within seven (7) working days of the employee having knowledge of the incident or the date of disciplinary action. For written actions not delivered in person the time limit will commence with the date of the returned receipt of the written action sent to the employee. At the request of either party a meeting shall be held to investigate and attempt to resolve the grievance. The request should include clear communication the subject of the meeting involves a grievance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing by the employee or his/her representative and submitted to the second level supervisor and the Director of Human Resources. Such written grievance shall contain a clear statement of the nature of the grievance, the date of the alleged violation, the section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance, why the resolution proposed at Step 1 is not acceptable, and the signature of the grievant, officer, steward or the Union Field Representative. In order to be valid, the grievance must be so submitted within seventeen (17) working days of the date on which employee came into knowledge of the incident or the date of disciplinary action. At the request of either party a meeting shall be held to investigate and attempt to resolve the grievance. **A written response will be made by the Employer within twenty-seven (27) working days of the date on which employee came into knowledge of the incident or the date of disciplinary action.**

Step 3: If the grievance is not satisfactorily resolved at Step 2, it may be presented in writing to the Chief Executive Officer by the Union officer, Union Field Representative, steward or the employee within thirty-four (34) working days of the date on which employee came into knowledge of the incident or the date of disciplinary action. In order to be valid, the grievance shall contain a clear written statement of why the resolution proposed at Step 2 is not acceptable.

At the request of either party a meeting shall be held to investigate and attempt to resolve the grievance. The Chief Executive Officer, or designee, shall give a written response within forty-one (41) working days of the date on which employee came into knowledge of the incident or the date of disciplinary action.

Step 4: If the grievance still remains unresolved, it may be directly referred to binding arbitration, no later than fifty-one (51) working days after the date on which employee came into knowledge of the incident or the date of disciplinary action. The Union shall simultaneously initiate selection of the Arbitrator by submitting a list of potential Arbitrators acceptable to the Union from which the Employer is invited to select. In the event that the parties cannot agree on an impartial Arbitrator within seven (7) calendar days after receipt of the Union list of potential Arbitrators, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) representative Arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the Arbitrator. Upon selection of the Arbitrator the Union and the Employer shall attempt to schedule the Arbitration to be held within ninety (90) days of the notice to the Arbitrator of their selection. If the Arbitrator is not available the Union and the Employer will mutually agree to extend the ninety (90)-day period. The Arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. All expenses of arbitration shall be paid equally by the Employer and the Union. The decision of the Arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) days of the arbitration hearing.

*Section 29.03 TIME LIMITS.* Time limits in the grievance procedure may be extended or waived only by mutual agreement of the Employer and the Union or the employee. If either party fails to comply with the grievance time limits, the grievance will be determined in favor of the other party. This Article 29 GRIEVANCE & ARBITRATION PROCEDURE shall constitute the sole and exclusive method for resolving any and all grievances between the Employer and the Union or the employee.

The forgoing changes are accepted and agreed to by:

**For The Arc San Francisco:**

  
Jonathan Zimman

Date

1/30/2018

**For SEIU Local 1021, CTW:**

  
Ron Rhone

Date

1-22-18