

# COLLECTIVE BARGAINING AGREEMENT

between

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1021

and

PROGRESS FOUNDATION

July 1, 2021 – June 30, 2024



**Progress**  
FOUNDATION  
Innovative Behavioral Health Services

2021–2024 AGREEMENT between PROGRESS FOUNDATION and SOCIAL  
SERVICES UNION LOCAL 21

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PROGRESS FOUNDATION

and

SOCIAL SERVICES UNION SEIU LOCAL 1021

This agreement is entered into between Progress Foundation (hereinafter referred to as the "Employer") and Social Services Union, SEIU Local 1021 (hereinafter referred to as the "Union").

PREAMBLE

The parties enter into this agreement to assure quality service to the clients of Progress Foundation and harmonious and constructive labor-management relations.

It is mutually agreed that it is the exclusive duty and right of the Employer to manage the operations of the Agency and to direct the work force and that the Employer retains all rights, powers, and authority which is exercised or possessed prior to the execution of the Agreement, subject to the conditions provided herein.

SECTION 1. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all employees in the unit certified by the NLRB in Case No. 20-RC-15179 and Case No. 20-RC-1559. This Agreement shall also apply to any other classification which may be established within the listed classifications in the certified unit.

SECTION 2. UNION MEMBERSHIP

- A. All employees of the Employer who are subject to this Agreement shall not later than the thirty-first (31st) day following commencement of employment, become members of the Union in good standing and shall remain members of the Union in good standing during the course of their employment. Members in good standing shall be defined as employed members of the Union who tender periodic dues as uniformly required by the Union as condition of acquiring or retaining membership.
- B. Upon receipt of written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirement, the Employer shall terminate the employment of such employee within fifteen (15) days after receipt of such written notice unless thereafter the employee complies with the above requirements within said time-period.
- C. The periodic dues and fees may be deducted from the employee's paycheck upon submission to the Employer of a proper written authorization by the employee. The Union will hold harmless the Employer against any claim which may be made by any person by reason of said deduction, including the costs, attorney fees and other expenses of defending against such claims.
- D. At least once each month, the Employer shall supply the Union with the name, classification, mailing address, and hire date of hired employees and the names of any employees terminated or laid off during the previous month.
- E. Notwithstanding the above, any employee who is a member of and adheres to established and traditional tenants or teachings of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support this Union as condition of employment. Such employee is, however,

required to pay sums equal to the Union's periodic dues and initiation fees to a non-labor, non-religious charitable fund exempt from taxation under Section 501(c)(3) of Title 36 the Internal Revenue Code.

- F. At the time a new employee is hired, the Employer shall provide the employee with a copy of this Agreement. The Union shall provide the Employer with copies of this Agreement for distribution to employees.
- G. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this Section or from complying with any requests for termination of employment under this Section.

COPE Check-Off. The Employer agrees to deduct and transmit to the treasurer of Local 1021 Political Action Committee the amount specified from the wages of those employees who voluntarily authorize such contributions on the form provided for that purpose by the Local 1021 Political Action Committee. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. Employees hired subsequent to the signing of this Agreement may authorize such deductions within thirty (30) days of the date of hire. Current employees may authorize such deductions, within thirty (30) days of the signing of this Agreement. Any employee who authorizes such deduction and subsequently wishes to change the amount of the deduction or revoke the authorization may do so during the period of June 1 through June 30 in each year.

### SECTION 3. UNION BUSINESS

- A. A duly authorized representative of the Union shall be permitted to talk with bargaining unit employees away from clients with a minimum of disturbance for the purpose of seeing that the terms of the Agreement are being observed. The Union Representative will enter the work location through the usual front entrance. Notice of the visit will be given in advance to the Program Director or the Director of Clinical Services. The Union shall notify the Employer in writing of the assigned Union Representative.
- B. Stewards. For the purpose of representation, the Union shall be entitled to one (1) Steward on the job at each site who shall restrict Union activities to the handling of grievances. The Union will notify the Employer in writing when a Steward is designated. A Steward may assist an employee in the presentation of a grievance if the employee requests such assistance. Steward shall be allowed to process and investigate grievances on work time, provided such does not impede program functioning and client care. In no case will the Steward leave the place of work during work time without obtaining approval from the Site Director.  

The parties recognize that the Steward's role in contract administration, as provided under the law and labor relations practice, shall not be abridged. The Steward shall advise employees of their rights, responsibilities and options but shall not assume the role of supervisor.
- C. Bulletin Boards. The Employer shall furnish space on an existing bulletin board or wall at each work location to be used solely for official Union business as it pertains, to the employees of Progress Foundation. The Union assumes all responsibility for the material contained in its notices. Such notices shall be signed by a Union Representative, union official or designated Steward.
- D. Staff Meetings. The Union (Shop Steward and/or Union Representative) shall be provided with no less

than fifteen (15) minutes at one weekly staff meeting per month to speak with members regarding contract administration, orientation of new members, and union wide events and activities. Management shall not be present for this portion of the staff meeting. Notice of the need to have such a meeting shall be given in writing to the Program Director at least one (1) day prior to the meeting. If the Union believes that it needs a second meeting in a month, it may request one, and that request will not be unreasonably denied.

#### SECTION 4. AFFIRMATIVE ACTION AND NO DISCRIMINATION

- A. There shall be no discrimination by the Employer or the Union against an employee or applicant for employment because of race, creed, religion, color, national origin, age, sex, physical handicap, previous disability, sexual orientation, marital status, parenthood, political affiliation, military or veteran status, gender identity, gender expression, pregnancy, immigration status (other than as required by applicable law), status as a victim of domestic violence, or because of membership in the Union or activities on behalf of the Union.

Progress Foundation will continue to abide by its current policy on Affirmative Action as outlined in the existing personnel policies.

- B. The Employer, Union, and employees agree that an employee or applicant for employment shall not be the subject of sexual harassment. The Fair Employment and Housing Commission regulations define sexual harassment as unwanted sexual advances, or visual, verbal or physical contact of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis for employment decisions, or has the effect of interfering with work performance or creating an otherwise offensive working environment.

Employees who are aware of any violation of either law or this Policy should immediately report the circumstances to the Foundation's Human Resources Manager or to the Executive Director. If an investigation confirms the offense, immediate disciplinary action, up to suspension without pay and including termination of employment, will be taken.

#### SECTION 5. PROBATIONARY PERIOD, DISCIPLINE, AND DISCHARGE

- A. Probationary Period. There is a probationary period of three (3) months for all new employees, except temporaries. An employee's probationary period may be extended by the Employer once for up to two (2) months, and thereafter in one (1) month increments at the employer's discretion, up to a maximum of six (6) months total probationary period. At the time of such extension, the Employer shall provide counseling and written evaluation of the employee's strengths and deficiencies to enable the employee to take appropriate steps to improve his/her performance. The Employer shall meet with the employee no later than two (2) weeks before the end of the extension period to review progress on the written evaluation. During the probationary period, the Employer shall provide necessary in-service training to the employee and shall provide evaluation to the employee about the progress of his/her work. An employee may be disciplined or discharged during the probationary period without recourse to the grievance procedure for any reason that the Employer deems appropriate, except where there is an allegation or discrimination pursuant to Section 4. Affirmative Action and No Discrimination.

Subsequent to the completion of the probationary period, an employee is considered a regular employee.

- B. Employees who have completed their initial probationary period with the Employer shall not be

discharged or otherwise disciplined except for just cause, except under circumstances where the employee's conduct constitutes gross misconduct or creates a hazard to clients and/or staff. In circumstances where the behavior does not rise to the level of gross misconduct or creating a hazard to clients and/or staff, an employee shall not be discharged unless s/he has received at least some type of formal, written counseling. However, where the conduct is unreasonably disruptive to the smooth operations of Progress Foundation, at the discretion of senior management, the Employer may issue discipline up to a final warning without the necessity of taking lesser (like a written warning or a suspension) steps first.

- C. Notice of discharge or suspension shall be served in person or by certified mail to the employee at his or her last known address within twenty-four (24) hours of the disciplinary action, a copy of which shall be sent concurrently to the Union. The notice shall include the following information: (1) statement of the nature of the disciplinary action; (2) the effective date of the disciplinary action; (3) statement of the cause of the disciplinary action; (4) description in ordinary and concise language of the act or omissions on which causes are based. An employee is considered to have abandoned his or her job and may be terminated for failure to show up for work or directly communicate with his/her supervisor with a justifiable reason within three (3) days of a scheduled work shift, including when the employee is returning from vacation, sick leave, holiday, or leave of absence.
- D. An employee shall have the right to have a Union Representative and/or Steward, if the employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. If the employee's worksite does not have a Shop Steward, or if a Shop Steward from another worksite must leave his/her worksite to participate in the meeting, that Shop Steward's time spent related to that meeting will be unpaid. Prior to any such meeting, the Employer will inform the employee involved of such right. All disciplinary action other than for probationary employees may be reviewed in accordance with grievance procedure.
- E. If a staff member is separated because of unsatisfactory performance of his/her work either during the probationary period or after, s/he will receive two (2) weeks' notice in writing or salary in lieu of notice.

#### SECTION 6. INDIVIDUAL SUPERVISION

- A. Individual/clinical supervision shall be scheduled contiguous to an employee's regular shift or staff meeting. If an employee is required to report for individual/clinical supervision which is not contiguous to his/her regular shift hours of staff meeting, s/he shall be compensated at one and one-half (1½) times his/her regular rate for all such time but not less than two (2) hours.
- B. The employer shall endeavor to provide supervision to probationary employees in at least one (1) meeting per month provided by the Program Director or Assistant Director.

#### SECTION 7. PERSONNEL FILES

- A. The Employer shall provide the bargaining unit employees with all copies of:
  - 1. Evaluations
  - 2. Written Disciplinary Actions
  - 3. Any written records which would be used in a disciplinary action.
- B. Signature endorsement by the employee shall be mandatory for all items listed. The signature only means that the employee has received a copy of these documents and does not necessarily mean

agreement with the contents.

- C. Inspection. Records, reports and other material relating to the performance of each bargaining unit employee shall be maintained by the Employer in one (1) file and shall be open at reasonable time to the inspection of the employee, who requests to inspect that file, with or without a Union Representative present, at the option of the employee.
- D. The employee may place in the file written comments regarding material in the file within three (3) weeks of the time of presentation or inspection. Employee comments shall be a permanent part of the document responded to.
- E. Material in the personnel file will be removed or otherwise deleted if the Employer and the employee agree that the material is incorrect or if the material is determined to be incorrect as a result of a resolution under the grievance procedure.
- F. Complimentary Material. Information of a complimentary nature received by the Employer pertaining to the work performance of any employee shall be placed in the employee's personnel file upon the employee's request. The Employer may place in the file written comments regarding complimentary material and such comments shall be a permanent part of the material commented.
- G. Anonymous Material. No anonymous material will be introduced into the file of any employee. Such material placed in the file prior to the execution of this Agreement shall be removed at the request of the employee and shall be given no weight or consideration for any purpose whatsoever.
- H. Secret Material. Except for material which is not kept in the personnel file by mutual agreement and signature of the Employer and the employee, material not in the file may not be used against the employee for any purpose.
- I. Objectionable material. Any material objectionable to the employee may be grieved as to whether it is proper to remain in the file.

#### SECTION 8. JOB POSTING AND CAREER MOBILITY

- A. Bargaining unit job openings shall be posted at each site covered under this Agreement at the time notice is given to the community but in no case less than seven (7) calendar days before the closing date for accepting applications. A copy of such notice shall be sent to the Union at the time of posting.
- B. Bargaining unit employees shall be given consideration in filling vacancies, if they are qualified in the sole judgment of the Employer, and provided, further, that such does not conflict with the Employer's Affirmative Action Policies. All qualified applicants shall be given an interview.
- C. An employee who is promoted to another position will undergo a three (3) month evaluation period in the new position. If in the sole judgment of the Employer, the employee fails to qualify for the new position during this period, s/he shall be returned to his/her former position at the former step rate if the position is available, or if unavailable, to the next vacant comparable position.
- D. In filling bargaining unit vacancies, a hiring committee shall be appointed by the Program Director consisting of at least three (3) individuals and including at least two (2) counselors from the site where the vacancy occurs. Participation in the hiring committee is voluntary. Every effort will be made to schedule committee meetings during the employees' regular scheduled hours. In the event that

committee meetings are scheduled outside regular hours and an employee works beyond the eighty (80) hours for that biweekly period as a result of committee meetings, the employee shall receive compensatory time off on an hour basis rather than receive overtime as provided in Section 10. Hours of Work. In the event that there is only one volunteer from the counseling staff: the committee shall convene with the participation of said counselor. In the event there are no volunteers for the committee, hiring shall proceed under the direction of Management. The hiring committee will discuss all applicants and will make recommendations to the Program Director regarding the selection of finalist(s). The ultimate decision of whom to hire rests with the Employer.

- E. Temporary Hires. A bargaining unit position shall not be filled by a temporary employee for more than three (3) months unless s/he is filling a position that will be filled by an incumbent regular hire employee at a later date or there is a bona fide recruitment problem. Where no regular employee has a claim on the position or there is no bona fide recruitment problem the temporary hire shall be considered a regular hire upon three (3) months of service, the three month date being their anniversary date of hire for regular employment
- F. Recruitment Incentive. A prospective employee may, during the interview/hiring process, indicate they have been referred to the Agency by a current employee. If the prospective employee is hired and passes the probationary period, the referring employee shall receive a \$250 recruitment incentive. This incentive shall not be applicable to relief counselors or past agency employees.

#### SECTION 9. SENIORITY - LAYOFFS

- A. The parties agree to abide by the principle of classification group - seniority for layoffs except when the principle is in direct conflict with the goals of the Employer's Affirmative Action Policy, should one be adopted. Seniority, for the purpose of layoff is, defined as the length of service. However, the Employer may consider the Employees' credentials, licenses, and any written discipline that is less than one (1) year old, measure from the later of the date it was given of the last day of suspension or probation.
- B. Employees on authorized leave of absence shall not incur a break in service, except that employees shall not accrue seniority on leaves of absence that are longer than thirty (30) consecutive calendar days.
- C. Employee's seniority rights shall be discontinued for any of the following reasons.
  - a. A voluntary quit or discharge for just cause.
  - b. Failure to return to work after absence or recall from layoff without justifiable reason within a three (3) business day period after receiving proper notification do so.
  - c. Layoff for a period of eighteen (18) months or more.
- D. 1. When a reduction in force is necessary;
  - a. Affected non-probationary employees may bid for any open position in the bargaining unit. This step will occur before bumping.
  - b. If there are not enough open positions, the Employer will designate positions held by temporary and probationary employees as open for which the affected non-probationary employees may bid.
  - c. If possible, the number of open positions and designated open positions shall equal but not exceed the number of laid off employees.
  - d. None of the above shall conflict with the goals of Affirmative Action.



- e. Bargaining unit employees designated as laid-off shall also have an option for voluntary layoff.
- f. For the purpose of bumping, Sonoma and Napa Counties shall be considered one entity, separate from San Francisco. Union Members that are laid off may be offered open positions from outside the county from which they were laid off. Turning down out-of-county positions will not be considered a refusal of recall under Section 91.

2. Provisions of this subsection (9.D.) are not subject to the grievance procedure.

- E. When layoffs are to be effected, the Employer and the Union and the employee(s) involved may meet to discuss the circumstances and to consider any alternatives including the following options:
  - a. Reduction of work hours (work week)
  - b. Job Sharing
  - c. Flex-placement
- F. The employer will endeavor to distribute work in an equitable basis when there are layoffs.
- G. Employees subject to the provisions of this Section shall be given as soon as possible but no less than thirty (30) calendar days (unless the Employer is given less notice during funding negotiations) written notice prior to the effective date of layoff. The Union shall receive concurrent written notice.
- H. If a layoff occurs and the laid-off employee is enrolled in one of the Employer's medical plans, and the employee receives less than five (5) full pay periods of written notice of the layoff, the Employer shall contribute the equivalent of the employee's first month COBRA contribution equal to the cost of the plan in which the employee was enrolled at the time of termination. There is no benefit for those employees not enrolled in group medical coverage at the time of their notice of termination.
- I. The Employer shall recall all laid off employees prior to the hiring of any new employee for which the laid off employee(s) meet(s) the qualifications of the position. Recall shall be accomplished in inverse order of layoff from the program. If a position becomes available for which the laid off employee meets the requirements of the position, the employee shall be offered the position.

An employee called back to a position in a different program from which s/he was laid off shall serve a ninety (90) day evaluation period. In the event that an employee is not satisfied with the new position, or in the event that the employer is not satisfied with his/her performance in the new program, the employee shall return to layoff status. Upon return to the layoff list the employee shall have recall rights for the remainder of the eighteen (18) month layoff period, or for six (6) months, whichever is greater.

Any employee recalled following layoff shall retain all credit for service from the date of hire excluding the period of layoff and shall be entitled to accrue benefits under this Agreement, upon recall, in the basis of such seniority.

An employee called back to a position in a different program from which s/he was laid off shall have the right to return to the program of original layoff should a vacancy subsequently occur in that program within one (1) year of the recall date, provided however, that the employee meets the requirements of the position and such action is not inconsistent with Affirmative Action.

- J. 1. A laid-off employee shall remain on the layoff list for a period of eighteen (18) months. Employees on layoff shall be responsible for informing the employer of current address and telephone number

while on layoff.

2. An employee shall have the right of two (2) refusals of recall should both recalls be to a site other than the one in which the layoff occurred.

3. An employee refusing first recall to the same site in which the layoff occurred or refusing third recall to any site shall be stricken from the layoff and seniority list.

K. The Employer shall inform the employee of recall by use of certified mail, restricted delivery. The employee shall have ten (10) calendar days from the date of postmark to inform the Employer if the position is accepted. If an employee rejects recall as provided in Subsection J above, such rejection shall be in writing or the employee will be stricken from the seniority and layoff lists.

#### SECTION 10. HOURS OF WORK

A. Forty (40) hours shall constitute the maximum straight-time workweek for full-time employees. No penalty shall be suffered by a full-time employee who is regularly scheduled to work less than the forty (40) hours.

B. Employees shall be compensated at the rate of time and one-half (1 ½) the regular straight-time rate for all hours worked in excess of eighty (80) hours in each biweekly period. An employee who is asked by management to continue working once her or his scheduled shift has ended, or who is asked to report to work early for a scheduled shift, shall be compensated at the rate of time and one half (1 ½) her/his regular straight time rate for time worked beyond the end of or prior to the start of the scheduled shift. This is applicable to all bargaining unit employees, including those working less than either eighty (80) hours in the pay period involved or forty (40) hours in the week.

C. No employee shall be required to work more than forty (40) hours in any week; however, employees are expected to complete work in progress.

D. Nothing in this Section is intended to result in an increase in current employees' scheduled hours. Nothing in this Section shall result in the Employer reducing an employee's scheduled hours in any given week to avoid the payment of overtime. However, the employer and the employees may mutually agree to change the employee's regular biweekly schedule so that the maximum hours worked by the employee constitutes the employee's regular full-time schedule for the biweekly period.

E. All employees shall file a weekly timesheet.

F. Employees should have a fifteen (15) minute rest break, or its equivalent, per half shift or per four (4) hours. Employees must take their rest break on the Employer's premises in order to remain in compliance with Community Care Licensing regulations which state, in essence: (1) Transitional residential programs shall have at least one direct care staff person on duty, on the premises, any time clients are in the facility and (2) Crisis residential programs shall have at least two direct care staff persons on duty, on the premises, any time clients are in the facility, Employees may take their rest break off premises only if their program will remain in compliance with licensing regulations.

#### SECTION 11. LEAVE OF ABSENCE

A. A leave of absence shall be defined as an approved absence from work without pay. To be eligible for a leave of absence other than disability leave, an employee must successfully pass probation.

B. Any request for a leave of absence must be submitted in writing by the employee to his/her program

director. The request shall state the reason the leave of absence is being requested and the beginning and ending date for the leave of absence. Any extension of a leave of absence beyond the period initially arranged for shall require submission of an additional request and approval of the Employer.

- C. Disability Leave. An employee shall be entitled to a leave of absence not to exceed six (6) months, upon certification by the employee's physician of physical disability, including pregnancy. Upon certification by the employee's physician of continued disability, up to an additional three (3) months may be granted. Employees shall use accrued paid sick leave, holiday, and vacation while off on disability leave.

An employee returning from a leave of absence of six (6) months or less granted under this subsection shall be entitled to return to the position s/he held at the time the leave was granted. An employee returning from a leave of absence of more than six (6) months shall be entitled to return to his/her original position, if available; or if not available, to an available comparable position. If a comparable position is not available, the employee shall be placed on the layoff list and his/her recall shall be treated in accordance with the procedure outlined in Section 9 Seniority and Layoffs.

- D. Maternity/Paternity Leave. Employees who have completed their probationary period shall be entitled to a maternity/paternity leave of absence. Such leave shall not exceed four (4) months, except at the discretion of the Employee.

Maternity/paternity leave shall be taken in the period prior to and/or after the birth or adoption of a child.

An employee returning from a leave of absence of four (4) months or less granted under this Subsection shall be entitled to return to the position s/he held at the time the leave was granted. An employee returning from a leave for more than four (4) months shall be entitled to return to his/her original position, if available; or if not available, to an available comparable position. If a comparable position is not available, the employee shall be placed on the layoff list and his/her recall shall be treated in accordance with the procedure outlined in Section 9 Seniority Layoffs.

- E. Family and Medical Leave. Nothing in this Agreement shall afford the bargaining unit members any lesser rights or benefits specified and applicable in the Family and Medical Leave Act.
- F. Probationary employees who are granted a leave of absence because of disability: 1) Shall be entitled to return to his/her original position, if available, or if not available, to an available comparable position. If a comparable position is not available, the employee shall be placed in the layoff list and his/her recall shall be treated in accordance with the procedure outlined in Section 9 Seniority- Layoff, and 2) upon return to work he/she shall begin the probationary period anew.
- G. Other Leaves of Absence. Leaves of absence for reasons other than disability may be granted to employees who have successfully completed the probationary period. Such leave may be granted for such reasons as family emergency, union lost-time, advocacy work, personal business, or education when the efficiency of the Agency's operations will not be unduly impaired. Before going on an unpaid leave, other than union lost-time, employees will be required to use accrued sick leave, holiday and vacation while off. Employees shall be permitted to retain up to twenty-five (25) hours of paid sick time to be used upon return.

An employee returning from a leave of absence of up to six (6) months granted under this Subsection shall be entitled to return to the positions s/he held at the time the leave was granted. An employee

returning from a leave of absence of more than six (6) months shall be entitled to return to his/her original position, if available, or if not available, to an available comparable position. If a comparable position is not available, the employee shall be placed on the layoff list and his/her recall shall be treated in accordance with the procedure outlined in Section 9 Seniority - Layoffs.

- H. Employees shall not accrue benefits or seniority while on a leave of absence in excess of one (1) month. However, such employees shall not lose any previously accrued seniority or benefits as a result of a leave of absence.
- I. For all leaves of absence an employee shall provide at least two (2) weeks' notice of return to work

#### SECTION 12. JURY DUTY

In the event that an employee is called for and serves on a jury, the employee shall be paid the difference between any jury pay received and his/her regular straight-time rate of pay, including jury duty standby if the applicable court gives less than eight (8) hours' notice of the time needed to appear in court. An employee who is called to jury duty while on probation shall have his/her probationary period extended for the period of time while on jury duty. As a condition of payment by the Employer, the employee must produce a receipt from the court clerk that s/he has served. For jury duty standby, the employee must produce the jury duty summons as receipt. Further, if the employee is dismissed from jury duty s/he shall be required to return to work for the next shift. The return to work will not be required in instances where the employee has worked forty (40) hours, including jury duty time, in any given work week. Except as provided above, no deduction in leave time or break in "continuity of employment" will be made for service of jury duty. Paid time off for jury duty shall be limited to three (3) weeks.

#### SECTION 13. PROFESSIONAL CONFERENCE LEAVE

- A. Current policy regarding non-mandatory attendance at professional conferences shall be maintained.
- B. Conferences, courses, classes, institutes, and workshops which the Employer requires an employee to attend shall count as time worked. With the exception of continuing education sessions provided by Progress Foundation, the Employer shall pay normal expenses including public transportation costs, taxi fares, mileage at the rate provided in Section 20, parking costs, toll charges, cost of business meals and tuition. For Napa and Sonoma employees reporting to the San Francisco office for such training mileage (per Section 20), toll, and reasonable parking costs shall be reimbursed.
- C. Employees shall be allowed up to two (2) days/sixteen (16) hours per year as paid time off for attending work-related but non-mandatory courses, conferences, and seminars. Such leave is prorated for part-time employees covered under this Agreement. These courses, conferences and seminars must be approved in writing, in advance, by the employee's Program Director. When operating needs prevent all conference requests from being approved as submitted, it is under the Program Director's discretion to approve only certain requests. Such time off shall be scheduled with the employee's Program Director at least one (1) week in advance.

#### SECTION 14. SICK LEAVE

- A. Full-time employees shall accrue sick leave with pay, calculated to the nearest half (1/2) month, at the rate of nine (9) hours per month from date of hire, except that employees who have worked full time for at least four years, shall accrue at the rate of ten (10) hours per month. Part-time employees shall accrue sick leave on a pro rata basis. All sick time shall be capped at 240 hours.

- B. Sick leave with pay shall be granted in the event of sickness or disability which renders an employee unable to perform his/her duties of employment. Sick leave shall be granted for necessary medical and dental appointments. Upon the exhaustion of accrued sick leave and holiday, employees may use up to twelve (12) hours per year of vacation accruals as sick leave.
- C. In the event of serious illness or injury of a member of the immediate family of a full-time or part-time employee, leave with pay to be deducted from sick leave will be granted for administering to the care and treatment of such family member.
- D. Sick leave shall be applicable only on days during which the employee would have been scheduled to work. Pay for sick leave is to be at the rate of pay which the employee would have received had s/he worked his/her regular straight-time schedule that day.
- E. If an employee is absent on paid sick leave and a set holiday occurs during such an absence, that day shall not be charged against his/her sick leave credits.
- F. Where an employee is eligible to receive disability benefit payments, the employee may, at his/her option, integrate disability benefit payment plus such portion of leave pay as shall aggregate to an amount equal to his/her full, but not exceeding, regular rate of pay. In cases of industrial injury entitling the employee to Workers' Compensation insurance payments, the same method of integration with accrued sick leave shall apply.
- G. If, while on vacation, an employee is ill or hospitalized for five (5) or more consecutive shifts or for forty (40) consecutive scheduled work hours (for full-time employees; pro-rated for part-time employees), s/he may charge accrued sick leave for such period of time, provided a medical verification of illness from their healthcare provider is presented upon return to work.
- H. Upon request, the Employer shall advise an employee of the amount of accrued sick leave and vacation with in two (2) days of such request.
- I. Sick leave shall be interpreted to cover mental health leave.
- J. An employee taking five (5) or more consecutive shifts or forty (40) consecutive scheduled work hours for full-time employees (pro-rated for part-time employees) as sick leave may be required to present a medical verification of illness from their healthcare provider upon return to work.
- K. Sick leave may be paid in increments of no less than one (1) hour.
- L. Employees may donate, on an hour-for-hour basis, sick leave to a co-worker who has been ill for an extended period of time and has exhausted his/her sick leave accruals. Such donation shall be noted in writing and signed and dated by the employee making the donation.

#### SECTION 15. BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family as defined below, an employee, upon written request, shall be granted up to twenty-four hours (prorated for part-time staff) off with pay for the purpose of attending the funeral or to attend to pre- or -post-burial matters. An additional 16 hours off with pay (prorated for part-time staff) shall be granted when travel of 200 miles or more is required.

- B. If the employee needs additional time off for matter of the estate, paid time may be taken for accrued sick leave, floating holidays, or vacation. A leave of absence without pay may also be taken.
- C. Immediate family includes: Spouse, person assuming the role of spouse, primary partner, child (including step, adopted, or foster care), sibling (including step, adoptive, or half), grandchildren, grandparent, parent (including step, adoptive, or foster care), or other special cases with the approval of the Executive Director.
- D. In conjunction with the above the parties recognize that bereavement leave is solely granted in consideration of the employee's emotional needs.

SECTION 16. HOLIDAYS

- A. Employees shall receive ten (10) floating holidays per anniversary year. Part-time employees shall receive floating holidays on a pro rata basis. Holidays shall be compensated for at the rate of eight and one-half (8 ½) hours pay.
- B. If an employee works at least two (2) hours on any of the following holidays, then the employee shall be paid time and one-half (1 ½) his/her hourly wage for all hours worked on the holidays as follow:

Thanksgiving	(12 midnight to 12 midnight)
Christmas Day	(4pm on December 24 to 12 midnight on December 25)
New Year's Day	(4pm on December 31 to 4pm on January 1)

- C. Time off for one or more upcoming holidays as defined in subsection B. above must be requested no later than two (2) weeks prior to Thanksgiving. Program supervisors shall make every attempt to approve holiday time off as requested no later than one (1) week prior to Thanksgiving. If an employee has not been approved for holiday time off within this time frame, it shall be understood that the employee will work the holiday schedule as determined by the program supervisor. If an employee who was not approved for holiday time off calls in sick for a holiday defined in B. above, s/he may be required to present medical verification of illness from their healthcare provider upon return to work.
- D. Holiday time may be used for sick time if the employee does not have available sick leave.
- E. No employee shall be required to work more than two (2) of the following holidays: New Year's Day, Christmas Day, and Thanksgiving Day. Every effort shall be made to equalize holiday scheduling including the shifts adjoining the holidays so that no employee works a disproportionate amount of time during the holidays. Such shall not preclude the current policy of staff cooperatively arranging holiday schedules.
- F. It is agreed between the parties that Bargaining Unit employees accrue Holiday time at the rate of 6.38 hours per month (totaling 76.5 hours during the year. This benefit time may be used in advance of accrual (limited to one (1) year's accrual); however, any holiday time that is used but not earned at the time of the employee's termination will be owed to Progress Foundation and will be deducted from that employee's final paycheck.

SECTION 17. VACATIONS

- A. Employees shall accrue paid vacation as follow:

<u>Length of Service</u>	<u>Accrual Rate per Month</u>	<u>Hours of Vacation</u>
One (1) year	Ten (10) hours	One hundred twenty (120)
Three (3) years	13.33 hours	One hundred sixty (160)
Five (5) years	Twenty (20) hours	Two hundred forty (240)

Employees are eligible to take one (1) week's vacation (40 hours) upon completion of probation. Part-time employees shall receive vacation on a pro rata basis.

- B. Employees may use vacation in segments of no less than one (1) hour.
- C. Where operations needs prevent all vacation requests from being approved as submitted, seniority will determine the order of preference. Employees who have not taken their vacation during their anniversary year shall be permitted to carry unused vacation for two (2) months into the next anniversary year. Any vacation time not requested for use by the employee by the end of the anniversary year will be scheduled off by the program supervisor at his or her discretion. Supervisors shall notify employees in regular supervision of their two (2) month period in which to schedule unused vacation.
- D. Employees who are discharged or resign shall be entitled to payment in cash for all vacation accrued at the time of separation

SECTION 18. WAGES AND CLASSIFICATIONS

- A. Progress Foundation and SEIU 1021 agree to a 3% COLA increase for FY21-22, 4% for FY22-23 and 5% for FY23-24. If in any of the years, the county increase is larger than the increases in this document, Progress Foundation will pass through the additional percentage(s) provided by the county.
- B. Upon the City or County of San Francisco releasing of funds designated for Progress Foundation by Prop C, management agrees to immediately reopen wage and salary negotiations.
- C. When an employee is awarded a posted position in a higher paying job classification, s/he will retain tenure credit at the rate of one (1) year's credit for each two (2) years' employment with the Agency and his/her original anniversary date shall be adjusted accordingly and the employee shall move thereafter annually through the tenure steps. For example, a counselor two years and six months with the Agency would have one year and three months' tenure credit and would be placed at the one year tenure step and have his/her anniversary date shifted back three months. For all other purposes the original hire date shall be maintained.
- D. Any employee in the bargaining unit who performs work in a higher classification for a period of three (3) days or more shall be paid the rate of pay of the higher classification in accordance with the agency salaries (bargaining unit or non-bargaining unit) at the time. Such higher pay shall be paid for all hours worked for those three (3) days or more in the higher classification.
- E. In the event that the Agency rehires a former employee who had worked for the Agency for two (2) years or more, s/he shall be rehired with full tenure credit for salary and benefit accrual purposes based upon previous employment, if the employee returns to the same or equal paying or lower paying classification within one year of her/his break in Service.
- F. Employees who operate in a bilingual capacity in a program with designated bilingual capacity (La Posada and La Amistad) shall receive a pay differential of \$1.00 per worked hour. Progress Foundation

agrees to follow the current practice to determine whether an employee is sufficiently proficient in Spanish. On-duty employees who provide translation services to a program with the approval of the Program Director or Assistant Director of that program shall receive a pay differential of \$1.00 per worked hour for any shift during which translation services are provided. If the employee whose translation services are requested is on duty at a program other than the one requesting the translation services, the PD or AD of that program must approve the "loan" of the employee.

- G. The union shall be provided job descriptions annually upon request or when changed. It is agreed that job descriptions may be discussed in the Client Care Committee. Progress Foundation agrees to Meet and Confer with the union in the event that an employee feels the tasks they are being asked to perform under "other duties as required" fall outside of their qualifications or job description.

#### SECTION 19. PAID BENEFITS

- A. Medical Insurance. The Employer shall continue to offer each employee medical insurance (Kaiser). The employer shall pay the full cost of the plan for the employee. The Employer has proactively made the option of a second healthcare provider available to all employees in the SEJU 1021 bargaining unit, and it intends to do so going forward.
- B. Dental Insurance. The Employer shall offer dental insurance coverage for each employee. The Employer shall pay the full cost of the plan for the employee.
- C. It is agreed that the benefits provided for in this Agreement shall be effective after the completion of thirty 30 days of employment (coverage to start the second first-of-the month after hire.)
- D. No employee covered by this Agreement shall as a result of the signing of this Agreement suffer a reduction in wages.

#### SECTION 20. MILEAGE AND TRAVEL REIMBURSEMENT

The Employer shall reimburse employee for normal expenses incurred while working, including public transportation costs, taxi fares, mileage at the current, per-mile, IRS reimbursement rate, parking costs, toll charges and cost of business meals. Such items must be submitted on the employee expense form within five (5) calendar days after the end of the month which the expenses are claimed. Reimbursement for mileage and travel expenses shall be paid by the 25th of the month provided such requests are received by the 5<sup>th</sup> of the month.

#### SECTION 21. HEALTH AND SAFETY

- A. The Employer shall make every reasonable provision for the health and safety of the employees. The Employer and the Union recognize the applicability of Federal and State law surrounding conditions of employment. Employees are to report any on-the-job injury or illness as soon as possible.
- B. Personal Space. The Employer shall provide a secure space at each work site where employees may store personal items while on shift.
- C. Employees subjected to bodily harm while working shall be entitled to a paid leave of absence for the remainder of their work shift.
- D. Tuberculosis (TB) Testing. The Employer shall make available to employees an annual onsite



tuberculosis testing. The Employer shall pay the cost of such test.

- E. Employees have the right not to handle unhygienic human waste or other hazardous material in the work environment. The Employer is responsible for the prompt removal and/or clean-up of such material at the work site.
- F. The Parties recognize and accept that the nature of Progress Foundation's work present inherent risks of employees being exposed to clients' varying behaviors. Nevertheless, Management has an obligation to create and maintain a reasonably safe work environment from:
  - a. Assault
  - b. Credible threats of violence
  - c. Stalking

Beyond immediate interventions, employees have a responsibility to report incidents to their immediate supervisor and Human Resources. Management shall follow-up with affected employee(s) within seventy-two (72) hours of notification and shall provide any or a combination of: 1) additional supervision; 2) additional training; and/or 3) a plan to maximize employee and client safety.

## SECTION 22. CLIENT CARE COMMITTEE

Progress Foundation and the employee's bargaining unit, SEIU Local 1021, recognize a mutual interest in securing efficient operations and providing quality client care. Therefore, a Client Care Committee shall be established at Progress Foundation.

- A. Intent. Progress Foundation recognizes the responsibility of the Client Care Committee to recommend measures objectively to improve client services and will duly and will so advise the Committee of action taken.
- B. Composition. The Client Care Committee shall be composed of up to three (3) Union and three (3) Management employees. Participants on behalf of the Union shall be elected by the Union membership yearly. The Executive Director of Progress Foundation shall appoint Management employees. Meeting shall occur on paid time for all members of the committee
- C. Regular Meetings and Minutes. The Client Care Committee shall schedule quarterly meetings not to exceed three hours. The Committee shall prepare an agenda and keep minutes of all regular meetings. Management and Union shall take turns preparing the minutes. Both parties will have the opportunity to review and approve the minutes before they are distributed. Once approved, these minutes should be made public and available through the Friday Update or other equivalent means.
- D. Objectives. The objectives of the Client Care Committee shall be:
  - a. To consider constructively the professional practice of the program administration and staff.
  - b. To work constructively for the improvement of quality care and program practices.
  - c. To recommend to the management of the agency ways and means to improve client services.
  - d. To recommend and cooperate with the management of the agency in effecting cost control and matters relating to staffing.
  - e. To discuss and critique Clinical Electronic Health Record and data systems.
  - f. To discuss the health, safety and emotional well-being of clients and staff.
- E. Limitations. The Committee shall not discuss economic issues or matters subject to collective

bargaining or the Union Contract. The Committee's activities are advisory to the management of the agency and are not subject to the Union grievance procedure.

- F. Job Descriptions. Every two years, the Client Care Committee will review the job descriptions of all represented jobs in the Union's bargaining unit. The intent of this review is to ensure that the job descriptions accurately and fully capture current job duties. Any modifications of a job description that represents changes in working conditions will be negotiated with the Union. For avoidance of doubt, it is agreed that additional material demands or requirements dictated by outside parties, such as the government or funding agencies, will not be contested by the Union. Management agrees to respect the required job duties and to give assignments to employees accordingly. When management requires employees to perform a task under the clause "other duties as assigned," that task shall not be one otherwise proscribed by Progress Foundation policies (like for example, including but not limited to: cleaning soiled bed linens) or materially outside of the employee's job description (like performing building maintenance).

### SECTION 23. SUPERVISOR AND PROGRAM EVALUATIONS

Supervisor Evaluations: Annually, employees shall have the opportunity to evaluate the immediate supervisor or managers with whom the employee has a direct supervisory relationship. Employees shall receive a minimum of two (2) weeks' notice of the evaluation window. The evaluations will be anonymously remitted to the human resources department directly and may be summarized for the supervisor as a development tool.

Program Evaluations: Employees shall have the opportunity to evaluate their program annually. Employees shall receive a minimum of two (2) weeks' notice of the evaluation window. The evaluations will be anonymously remitted to the Director of Clinical Services directly and may be used to gain insight on program operations for planning decisions. Program evaluations may also be shared with the leadership of the agency.

Union and management agree to meet at their mutual convenience to create the initial supervisor and program evaluations and a system for distributing them.

### SECTION 24. GRIEVANCE PROCEDURE

A grievance is defined as a claim or dispute by any bargaining unit employee or the Union concerning their interpretation or application of this Agreement.

STEP I. Grievances shall initially be taken up orally by the employee and/or the Union Steward with the immediate supervisor or the Program Director in an attempt to settle the matter on an informal basis.

STEP II. If the grievance is not satisfactorily settled at Step I, it shall be reduced to writing by the employee or his/her representative and submitted to the Director of Clinical Services. 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 in which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward or Union Representative. In order to be valid, the grievance must be so submitted within thirty (30) calendar days, except that in cases involving discipline, discharge or suspension, there shall be a fourteen (14) calendar-day time limit from the date that the alleged violation occurred or could be reasonably known to have occurred. The Employer and/or the Shop Steward or the Union Representative will meet within seven (7) calendar days of such submission. A written response will be made by the Employer within fourteen (14) calendar days of said meeting or upon completion of an investigation .

STEP III. If the grievance is not satisfactorily settled at Step II, it may be presented in writing to the Executive Director by the Union within fourteen (14) calendar days after Step II is completed. The Executive Director shall give a written response within fourteen (14) calendar days or upon completion of an investigation after submission of the grievance to him/her.

STEP IV. If the grievance still remains unresolved, it must be directly referred by the Union or the Employer to binding arbitration within (20) calendar days. Failure to timely request arbitration shall constitute a waiver. Upon receipt of written request for arbitration of a grievance or dispute under its 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 within seven (7) calendar days after receipt of the written request for arbitration, 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. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. All expenses of arbitration excluding costs of representation and witnesses shall be paid equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the parties. Time limits may be extended or waived only by mutual agreement of the parties, except in the failure to timely file a grievance. If neither party fails to comply with the grievance time limits, the grievance shall proceed through the Steps. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method for determining settlements between the parties of any and all grievances herein defined.

#### SECTION 25. AMERICANS WITH DISABILITIES ACT

Nothing in this Agreement shall afford the bargaining unit members any lesser rights or benefits than those specified and applicable in the Americans with Disabilities Act.

#### SECTION 26. NOTICE OF CHANGES

Employer shall notify the Union in advance of all unilateral changes in job descriptions, personnel policies and staffing. This section shall not be subject to the grievance procedure.

#### SECTION 27. TRAINING

- A. The employer shall provide a minimum of fourteen (14) days' notice to employees of mandatory trainings.
- B. An employee's schedule may be altered such that the employee's hours worked do not exceed eighty (80) hours in the biweekly period in order to permit attendance at a training requested by the employee, or to permit attendance at a mandatory training for which at least two (2) weeks' notice has been provided.
- C. In the event that an employee attends a mandatory training for which less than two (2) weeks' notice has been provided, s/he may elect to alter his/her schedule within the biweekly period with supervisor approval rather than work the training shift in addition to his/her regular schedule.
- D. An employee shall not be compensated for any training session attended if that employee did not receive approval to attend in advance by a supervisor.

- E. Employees may meet their twenty-four (24) hour per year training requirement with up to eight (8) hours of county trainings or other off-site trainings approved by management. Attendance at any county training or other offsite training requires the use of Professional Conference Leave as outlined in Section. 3 of this agreement.
- F. Training is a management function. If an employee is requested to provide training, s/he is encouraged to raise this issue immediately to Human resources and/or the Client Care Committee. For avoidance of doubt, "training" does not include answering simple questions or giving simple explanations/clarifications. The circumstance where a newly-installed employee "shadows" a seasoned employee, and engages in usual and customary interactions, is not "training," for purposes of this part.
- G. Management agrees to provide a minimum of quarterly trainings regarding updates to Medi-Cal documentation including but not limited to preferred vocabulary, format changes, and other clinical feedback. Management may provide memos as needed to provide such feedback as updates are received from Medi-Cal.

#### SECTION 28. SEPARABILITY

In the event that any of the provisions of this Agreement shall be held to be in violation of any State or Federal law or regulation or federal or State court of last resort decisions, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall re-negotiate any section determined invalid within thirty (30) days.

#### SECTION 29. TERM OF AGREEMENT

- A. The Employer and the Union agree that as long as this Agreement is in full force and effect, there shall be no lockout by the Employer and no strike by the Union. The parties recognize that the grievance procedure provided in this Agreement is the appropriate means for resolving disputes involving contractual interpretation.
- B. This agreement shall be effective July 1 2021 to June 30, 2024 and shall extend year to year unless notice to amend or modify is served by either party to the other at least sixty (60) calendar days prior to the expiration date of this agreement via certified USPS mail to the Executive Director of Progress Foundation or to the Union Representative.

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

  
David Canham, Executive Director

5.10.22.

Date

  
Jason Klumb, Regional Director


5/17/22

Date

  
Khalil Kaid, Union Field Representative


5/24/2022  


Date

  
Josiah Branaman, Shop Steward

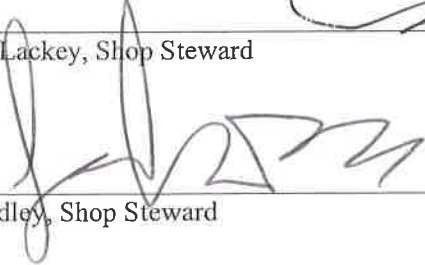
5/19/22

Date

  
Carlynn Lackey, Shop Steward

5/13/22


Date

  
Jack Bradley, Shop Steward

5/12/22

Date

PROGRESS FOUNDATION

  
Steve Fields, Executive Director

5/23/2022

Date

  
Swati Kapadia, Chief Financial Officer

5/23/2022

Date

SIDE LETTER OF AGREEMENT  
Re: SHIFTS AND SCHEDULING

Steve Fields to send memo to all programs stating that the creation and scheduling of overnight only shifts is not prohibited.

Shift Definition and Assignment

A bargaining unit Counselor's workweek shall be divided into shifts which vary in length of time. (Case managers' pre-existing workweeks shall not be affected in any way by this Side Letter.) Generally, shifts are of four types: (1) primary client contact; (2) overnight; (3) staff meeting; and (4) training. A shift shall not exceed twelve-and-one-half hours in length. All bargaining unit employees shall be awake and fully alert for all work assignments as soon as possible, but by no later than February 29, 2000.

Counselors shall not be regularly scheduled to work consecutive (back-to-back) primary client contact shifts, nor shall Counselors be regularly scheduled to work a consecutive primary client contact shift and an overnight shift, in either order. Counselors may be scheduled to work a primary client contact or overnight shift consecutively with either a staff meeting or a training shift. Counselors shall have a time gap of at least nine (9) hours between regularly scheduled primary client contact shifts and between primary client contact shifts and overnight shifts in either order. Program or clinical emergencies may on occasion require Counselors to work consecutive primary client contact shifts or an overnight and a primary client contact shift consecutively in either order. Counselors working during such emergencies would be paid overtime pay according to provisions of the collective bargaining agreement.

Overall Schedule Selection

Management shall prepare overall schedule options appropriate to the number of Counselors at a work site. Management shall approve for Counselor consideration overall schedule options prepared by Counselors that meet the criteria of: (1) no back-to-back client contact shifts or back-to-back primary client contact shifts and overnight shifts in either order; (2) twelve-and-one-half hour maximum shift; (3) fully awake and alert; (4) meeting the clinical practice needs of the program as determined by management; and (5) meeting regulatory requirements. (6) Selection of individuals shifts by Counselors shall meet the clinical and program need to provide for culture, language and gender balance of staff on duty to the greatest degree possible at each work site. Counselors and management shall review overall program schedule options to ensure that they are fair to all Counselors.

Counselors shall have the right to select by super majority (2/3 or greater) one of the options approved as the overall schedule for their particular work site. Counselors shall have the option to decide by super majority to change the overall schedule to another which is approved by management as described above. If counselors cannot reach agreement on overall schedules, Management shall determine overall schedule options appropriate to the number of Counselors at a work site.

Management shall have the option to change the overall schedule at a particular work site, giving a minimum of one month's notice to Counselors, only if there is a bona fide clinical or program need.

Duration of Individual Shift Schedules

Overall schedules consist of individual shift schedules which determine Counselor workweeks for a set period of time. The set period of time for individual shift schedules at a particular work site shall range

from four months to one year, to be determined by super n lajority of the Counselors.

#### Selection of Individual Schedules

Upon approval of any overall schedule, Counselors shall have the right to select initial individual shift schedules. If Counselors cannot reach agreement on selection of individual shift schedules, they shall select by order of seniority of employment. Workers who transfer sites shall retain 50% of their overall seniority for the purposes of shift selection.

Counselors shall have the option to grieve what they may consider an arbitrary change by management of an individual shift schedule or the overall schedule. Pending the resolution of any such grievance, Counselors must work the individual or overall schedule as directed by management. Such grievances should be filed at the second step.

Counselors may request to switch a daily shift assignment. Management must approve any such request. Management may choose not to approve either request, if it is considered unfair to others in the work site group, or if it is considered contrary to program or clinical need.

SIDE LETTER OF AGREEMENT  
Re: PROCEDURE FOR VIRTUAL STAFF MEETINGS

Progress Foundation believes that in person staff meetings are vital for team connectedness which improves client outcomes. All programs must have at least one in-person staff meeting per month. The date of this meeting will be determined by Program Leadership, with the expectation they consult the staff team. Trainings identified as needing to be in person will be scheduled during this monthly meeting. Staff must attend the selected meeting in-person. Please Note: With regards to COVID or other unforeseeable circumstances, this requirement is dependent on possible Health Department and CCL guidelines that may change the possibility of in-person group gatherings.

Attendance of staff meetings may be virtual for the remainder of the month's meetings. While attending staff meeting virtually, expectations are that:

- a. All staff are visible via camera to ensure active participation in staff meeting discussions.
- b. All staff must participate from a HIPAA secure, private location. If a staff member is observed participating from an unsecure location, they will be asked to leave and may not count that staff meeting as hours worked on their timecard. They may instead be unpaid for those hours, or use benefit time.

Though virtual meetings allow for a low barrier of attendance, staff must not attend virtual staff meeting if they are currently on a leave of absence or have been placed off work by their medical provider.



APPENDIX A: SALARY SCALES

SAN FRANCISCO SALARY SCALE FISCAL YEAR 2021-2022		3.00% Raise				
<b>COUNSELOR</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY		3,915	4,158	4,264	4,406	4,698
SEMI-MONTHLY		1,957	2,079	2,132	2,203	2,349
ANNUAL		46,975	49,895	51,171	52,874	56,370
HOURLY		22.58	23.99	24.60	25.42	27.10
<b>CASE MANAGER</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY		4,487	4,720	4,943	5,187	5,387
SEMI-MONTHLY		2,244	2,360	2,472	2,593	2,693
ANNUAL		53,848	56,645	59,319	62,239	64,640
HOURLY		25.89	27.23	28.52	29.92	31.08
<b>MAINTENANCE PERSON</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY		4,540	4,771	5,009	5,258	5,521
SEMI-MONTHLY		2,270	2,386	2,505	2,629	2,760
ANNUAL		54,485	57,252	60,111	63,090	66,252
HOURLY		26.19	27.53	28.90	30.33	31.85
<b>SENIOR FACILITIES PERSON</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY		4,982	5,231	5,493	5,768	6,056
SEMI-MONTHLY		2,491	2,616	2,747	2,884	3,028
ANNUAL		59,789	62,775	65,916	69,213	72,666
HOURLY		28.74	30.18	31.69	33.28	34.94

<b>REGISTERED NURSE</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY		11,968	12,562	13,193	13,852	14,546
SEMI-MONTHLY		5,984	6,281	6,597	6,926	7,273
ANNUAL		143,613	150,746	158,317	166,230	174,556
HOURLY		69.04	72.47	76.11	79.92	83.92
<b>PSYCHIATRIC TECH/Vocational Nurse</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY		5,220	5,480	5,758	6,044	6,344
SEMI-MONTHLY		2,610	2,740	2,879	3,022	3,172
ANNUAL		62,640	65,757	69,092	72,525	76,128
HOURLY		30.12	31.61	33.22	34.87	36.60
<b>CLINICAL COUNSELOR</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY		4,264	4,488	4,699	4,930	5,121
SEMI-MONTHLY		2,132	2,244	2,349	2,465	2,560
ANNUAL		51,174	53,852	56,384	59,159	61,448
HOURLY		24.60	25.89	27.11	28.44	29.54
<b>COUNSELOR- BILINGUAL</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY		4,088	4,331	4,438	4,579	4,871
SEMI-MONTHLY		2,044	2,166	2,219	2,290	2,435
ANNUAL		49,055	51,975	53,251	54,954	58,450
HOURLY		23.58	24.99	25.60	26.42	28.10

SAN FRANCISCO SALARY SCALE FISCAL YEAR 2022-2023		4.00% Raise				
<b>COUNSELOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	
MONTHLY	4,071	4,324	4,435	4,582	4,885	
SEMI-MONTHLY	2,036	2,162	2,217	2,291	2,443	
ANNUAL	48,854	51,890	53,218	54,989	58,625	
HOURLY	23.49	24.95	25.59	26.44	28.19	
<b>CASE MANAGER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	
MONTHLY	4,667	4,909	5,141	5,394	5,602	
SEMI-MONTHLY	2,333	2,455	2,571	2,697	2,801	
ANNUAL	56,001	58,910	61,692	64,728	67,226	
HOURLY	26.92	28.32	29.66	31.12	32.32	
<b>MAINTENANCE PERSON</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	
MONTHLY	4,722	4,962	5,210	5,468	5,742	
SEMI-MONTHLY	2,361	2,481	2,605	2,734	2,871	
ANNUAL	56,665	59,543	62,515	65,614	68,902	
HOURLY	27.24	28.63	30.06	31.55	33.13	
<b>SENIOR FACILITIES PERSON</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	
MONTHLY	5,182	5,440	5,713	5,998	6,298	
SEMI-MONTHLY	2,591	2,720	2,856	2,999	3,149	
ANNUAL	62,181	65,286	68,553	71,982	75,573	
HOURLY	29.89	31.39	32.96	34.61	36.33	

<b>REGISTERED NURSE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	12,446	13,065	13,721	14,407	15,128
SEMI-MONTHLY	6,223	6,532	6,860	7,203	7,564
ANNUAL	149,357	156,776	164,650	172,879	181,538
HOURLY	71.81	75.37	79.16	83.11	87.28
<b>PSYCHIATRIC TECH/Vocational Nurse</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	5,429	5,699	5,988	6,285	6,598
SEMI-MONTHLY	2,714	2,849	2,994	3,143	3,299
ANNUAL	65,146	68,387	71,856	75,426	79,173
HOURLY	31.32	32.88	34.55	36.26	38.06
<b>CLINICAL COUNSELOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	4,435	4,667	4,887	5,127	5,325
SEMI-MONTHLY	2,218	2,334	2,443	2,564	2,663
ANNUAL	53,221	56,006	58,639	61,525	63,905
HOURLY	25.59	26.93	28.19	29.58	30.72
<b>COUNSELOR- BILINGUAL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	4,245	4,498	4,608	4,756	5,059
SEMI-MONTHLY	2,122	2,249	2,304	2,378	2,529
ANNUAL	50,934	53,970	55,298	57,069	60,705
HOURLY	24.49	25.95	26.59	27.44	29.19

SAN FRANCISCO SALARY SCALE FISCAL YEAR 2023-2024		5.00% Raise				
<b>COUNSELOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	
MONTHLY	4,275	4,540	4,657	4,812	5,130	
SEMI-MONTHLY	2,137	2,270	2,328	2,406	2,565	
ANNUAL	51,297	54,485	55,879	57,738	61,556	
HOURLY	24.66	26.19	26.87	27.76	29.59	
<b>CASE MANAGER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	
MONTHLY	4,900	5,155	5,398	5,664	5,882	
SEMI-MONTHLY	2,450	2,577	2,699	2,832	2,941	
ANNUAL	58,801	61,856	64,777	67,965	70,587	
HOURLY	28.27	29.74	31.14	32.68	33.94	
<b>MAINTENANCE PERSON</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	
MONTHLY	4,958	5,210	5,470	5,741	6,029	
SEMI-MONTHLY	2,479	2,605	2,735	2,871	3,014	
ANNUAL	59,498	62,520	65,641	68,894	72,347	
HOURLY	28.60	30.06	31.56	33.12	34.78	
<b>SENIOR FACILITIES PERSON</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	
MONTHLY	5,441	5,713	5,998	6,298	6,613	
SEMI-MONTHLY	2,720	2,856	2,999	3,149	3,306	
ANNUAL	65,290	68,550	71,980	75,581	79,351	
HOURLY	31.39	32.96	34.61	36.34	38.15	

<b>REGISTERED NURSE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	13,069	13,718	14,407	15,127	15,885
SEMI-MONTHLY	6,534	6,859	7,203	7,563	7,942
ANNUAL	156,825	164,615	172,883	181,523	190,615
HOURLY	75.40	79.14	83.12	87.27	91.64
<b>PSYCHIATRIC TECH/Vocational Nurse</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	5,700	5,984	6,287	6,600	6,928
SEMI-MONTHLY	2,850	2,992	3,144	3,300	3,464
ANNUAL	68,403	71,806	75,448	79,197	83,131
HOURLY	32.89	34.52	36.27	38.08	39.97
<b>CLINICAL COUNSELOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	4,657	4,901	5,131	5,383	5,592
SEMI-MONTHLY	2,328	2,450	2,565	2,692	2,796
ANNUAL	55,882	58,806	61,571	64,602	67,101
HOURLY	26.87	28.27	29.60	31.06	32.26
<b>COUNSELOR- BILINGUAL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	4,448	4,714	4,830	4,985	5,303
SEMI-MONTHLY	2,224	2,357	2,415	2,492	2,652
ANNUAL	53,377	56,565	57,959	59,818	63,636
HOURLY	25.66	27.19	27.87	28.76	30.59

**North Bay Salary Scale Union  
FISCAL YEAR 2021-2022**

**3.00% Raise**

<b>COUNSELOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	3,393	3,589	3,679	3,814	3,951
SEMI-MONTHLY	1,696	1,795	1,839	1,907	1,975
ANNUAL	40,714	43,073	44,143	45,765	47,410
HOURLY	19.57	20.71	21.22	22.00	22.79
<b>PERSONAL SERVICES COORDINATOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	5,063	5,355	5,496	5,700	5,903
SEMI-MONTHLY	2,532	2,677	2,748	2,850	2,952
ANNUAL	60,758	64,257	65,948	68,404	70,837
HOURLY	29.21	30.89	31.71	32.89	34.06
<b>CASE MGR/MENTAL HEALTH WORKER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	4,098	4,333	4,443	4,605	4,772
SEMI-MONTHLY	2,049	2,167	2,222	2,303	2,386
ANNUAL	49,171	51,998	53,319	55,266	57,259
HOURLY	23.64	25.00	25.63	26.57	27.53

**North Bay Salary Scale Union**  
**FISCAL YEAR 2022-2023**

**4.00% Raise**

<b>COUNSELOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	3,529	3,733	3,826	3,966	4,109
SEMI-MONTHLY	1,764	1,866	1,913	1,983	2,054
ANNUAL	42,342	44,796	45,909	47,596	49,307
HOURLY	20.36	21.54	22.07	22.88	23.71
<b>PERSONAL SERVICES COORDINATOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	5,266	5,569	5,715	5,928	6,139
SEMI-MONTHLY	2,633	2,784	2,858	2,964	3,070
ANNUAL	63,188	66,827	68,586	71,141	73,671
HOURLY	30.38	32.13	32.97	34.20	35.42
<b>CASE MGR/MENTAL HEALTH WORKER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	4,262	4,507	4,621	4,790	4,962
SEMI-MONTHLY	2,131	2,253	2,310	2,395	2,481
ANNUAL	51,138	54,078	55,452	57,476	59,549
HOURLY	24.59	26.00	26.66	27.63	28.63

<b>North Bay Salary Scale Union</b>					
<b>FISCAL YEAR 2023-2024</b>		<b>5.00% Raise</b>			
<b>COUNSELOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	3,705	3,920	4,017	4,165	4,314
SEMI-MONTHLY	1,852	1,960	2,009	2,082	2,157
ANNUAL	44,459	47,036	48,204	49,975	51,772
HOURLY	21.37	22.61	23.18	24.03	24.89
<b>PERSONAL SERVICES COORDINATOR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	5,529	5,847	6,001	6,225	6,446
SEMI-MONTHLY	2,764	2,924	3,001	3,112	3,223
ANNUAL	66,347	70,168	72,015	74,698	77,354
HOURLY	31.90	33.73	34.62	35.91	37.19
<b>CASE MGR/MENTAL HEALTH WORKER</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MONTHLY	4,475	4,732	4,852	5,029	5,211
SEMI-MONTHLY	2,237	2,366	2,426	2,515	2,605
ANNUAL	53,695	56,782	58,225	60,350	62,526
HOURLY	25.81	27.30	27.99	29.01	30.06



## KNOW YOUR RIGHTS!

It is extremely important to know your rights when you are called in to a meeting with your supervisor or an administrator.

1. You have the RIGHT to ask what the meeting will be about and what will be discussed.
2. If the purpose of the meeting is an INVESTIGATION which may lead to DISCIPLINE or if you have reason to believe you may be disciplined as a result of the meeting, you have the RIGHT to have a union representative (e.g., business agent, shop steward, attorney) present. You must invoke this right (in other words, ask for it) as the employer is not required to offer it.
3. If a representative is not available at the time of the meeting, you have the RIGHT to ask that the meeting be postponed until such time as your representative can be available.
4. If your employer insists or orders you to attend the meeting, follow these steps:
  - i. Attend the meeting (to avoid being accused of insubordination).
  - ii. At the beginning of the meeting, inform the person conducting the meeting that
    1. You are there under protest
    2. You intend to file a grievance because you have been denied your right to have a representative present.
    3. You intend to stay in the meeting but will not participate in any discussion – you have the RIGHT to remain silent.
  - iii. Take notes of what is said to you.
5. If you attend a meeting that starts off being routine (regularly scheduled conference, work review, informational session), but during the course of the meeting, you find you are being harassed, intimidated, accused, or disciplined, you have the RIGHT to request to have a representative present for the rest of the meeting and/or a RIGHT to call a halt to the meeting until a representative can be present. If your request is denied, follow the steps listed above.
6. If your employer asks whether you agree to have the meeting tape recorded or have a stenographer present, you have the RIGHT to ask that the meeting not be conducted under these conditions. If your employer insists, against your objections, in taping or officially recording the meeting, slate on the record that you do not agree to this and remain silent.

Your employer knows what your rights are, but you cannot assume they will abide by them. If you don't know what your rights are and don't insist that your rights be observed, you have, in effect, given them up.

If you have further questions about your right to union representation, contact your shop steward or call your union office.



## WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In *NLRB v. Weingarten* and its companion case *ILGWU v. Quality Mfg. Co.*, the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
  1. Grant the request and delay questioning until the Union representative is available.
  2. Deny the request and end the interview.
  3. Give the worker a choice of:
    - a. Having the interview without representation, or
    - b. Ending the interview

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusation questions and any I believe may lead to discipline."