

# COLLECTIVE BARGAINING AGREEMENT

Between

**Local 1021, SEIU, CTW**

and

**The Arc San Francisco**

San Francisco, California

Effective

March 1, 2016

through

June 30, 2019



## Table of Contents

Preamble .....	3
Article 1. Recognition .....	3
Article 2. Term of Agreement .....	3
Article 3. Definitions .....	3
Article 4. Union Membership .....	5
Article 5. Union Representation .....	5
Article 6. Labor-Management Committee .....	6
Article 7. Dignity in the Workplace .....	7
Article 8. Job Descriptions & Duties .....	7
Article 9. Hours of Work .....	8
Article 10. Wages .....	10
Article 11. Wage Administration .....	13
Article 12. Hiring & Employment .....	14
Article 13. Separation & Rehiring .....	17
Article 14. Personnel Files .....	17
Article 15. Staff Training & Development .....	18
Article 16. Holidays .....	19
Article 17. Vacation Leave .....	20
Article 18. Sick Leave .....	22
Article 19. Medical Leave .....	23
Article 20. Compassionate Leave .....	23
Article 21. Military Leave .....	24
Article 22. Jury Duty Leave .....	24
Article 23. Personal Leave .....	24
Article 24. Health Benefits: Medical, Dental & Vision .....	25
Article 25. Insurance Benefits .....	26
Article 26. Retirement Benefits .....	26
Article 27. Miscellaneous Practices & Procedures .....	27
Article 28. Discipline .....	27
Article 29. Grievance & Arbitration Procedure .....	28
Article 30. No Strike/ No Lockout .....	30
Article 31. Management Rights .....	31
Article 32. General Terms .....	31
Side Letter of Agreement .....	32

## **PREAMBLE**

This Collective Bargaining Agreement (hereinafter referred to as the "Agreement") is entered into as of the 1st day of March 2016, by and between The Arc San Francisco (hereinafter referred to as the "Employer") and Local 1021, SEIU, CTW (hereinafter referred to as the "Union").

WHEREAS, the parties to this Agreement declare and establish these terms and conditions of employment set forth herein to be mutual expressions of understanding reflecting a shared commitment to fair and equitable employment practices,

AND WHEREAS, the parties jointly acknowledge their commitment to mutually supportive relations thereto bearing in mind their respective roles as advocates for individuals with developmental disabilities are best promoted through the assurance of fairness, dignity and respect to all,

AND WHEREAS, the parties further agree that the employees' input is encouraged and will be taken into consideration when developing program policy and agency advocacy efforts,

NOW, THEREFORE, in consideration of their mutual agreement herein contained, the parties hereto agree as follows:

### **Article 1. RECOGNITION**

*Section 1.01 BARGAINING UNIT.* The Employer recognizes the Union as the sole and exclusive bargaining representative, pursuant to Certification of Representation dated 27 June 1986 in Case No. 20-RC-16018 for the following classifications of employees:

All regular full-time and regular part-time employees including all drivers, direct support professionals, receptionists, resource developers, service clerks, lead art instructors, employment specialists, floaters, project search coordinators and service site coordinators, employed by the Employer at its California facilities including employees assigned to the premises of other employers, excluding casual employees, temporary employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

*Section 1.02 NEW CLASSIFICATIONS.* This Agreement shall also apply to any other classifications which may be established by the Employer within the general scope of duties now included within the bargaining unit described above. The Employer agrees that no classification shall be changed or new classification created to defeat the spirit of this Agreement.

### **Article 2. TERM OF AGREEMENT**

*Section 2.01 TERM.* This Agreement shall remain in full force and effect from March 1, 2016, up to and including June 30, 2019.

### **Article 3. DEFINITIONS**

*Section 3.01 EMPLOYEE.* The term "employee" as used in this Agreement shall be defined as a person employed by the Employer who is a member of the bargaining unit described in Article 1. This includes regular full-time or regular part-time employees but shall not include temporary or casual employees.

*Section 3.02* REGULAR FULL-TIME EMPLOYEE. The term “regular full-time employee” shall be defined as an employee regularly scheduled to work thirty-seven and a half (37.5) hours or more per week.

*Section 3.03* REGULAR PART-TIME EMPLOYEE. The term “regular part-time employee” shall be defined as an employee regularly scheduled to work more than ten (10) hours but less than thirty-seven and a half (37.5) hours per week.

*Section 3.04* TEMPORARY AND CASUAL EMPLOYEE. The term “temporary employee” shall be defined as an employee who is hired to work by the Employer either directly or through another agency for a limited and predetermined period of time either (1) to provide coverage for an employee on leave of absence, (2) to provide coverage while the Employer attempts to fill a posted bargaining unit position, (3) to perform special assignments outside of the duties presently performed by employees covered by this Agreement, or (4) to fulfill the terms of a grant or contract that is specifically limited in duration. The term “casual employee” shall be defined as an employee who is regularly scheduled to work ten (10) hours or less per week.

*Section 3.05* BENEFITTED EMPLOYEE. The term “benefitted employee” shall be defined as an employee who is eligible for employment benefits in excess of those required by law. Only regular full-time and regular part-time employees regularly scheduled to work thirty (30) hours or more per week shall be benefitted employees. All benefitted employees shall be eligible for the same employment benefits. Temporary or casual employees are not eligible for employment benefits in excess of those required by law. Employment benefits granted to employees who are regularly scheduled to work less than thirty (30) hours per week, if not otherwise specified in this Agreement, then to the extent of the law shall be granted in proportion to their usual work schedule as determined by the Employer.

*Section 3.06* INTERNS. No one may volunteer to perform the tasks performed by employees except interns who work at the Employer to earn academic credit in a recognized certificate or degree program.

*Section 3.07* SENIORITY. Seniority is defined as continuous employment with the Employer regardless of job classification or department measured by time spent on the payroll as a regular employee and not as a temporary or casual employee. The length of service shall be broken if such employee:

- A. Quits his or her employment;
- B. Is discharged for just cause;
- C. Is laid off and not recalled for a period of one year;
- D. Fails to respond within one (1) week to a request to return from layoff, and fails to return to work at the end of one (1) additional weeks’ time;
- E. Retires.

*Section 3.08* PERSONAL LEAVE. A personal leave of absence is defined as an unpaid absence from work for a period of not more than six (6) months for personal reasons. Request for a personal leave of absence shall be in writing and may be approved at the discretion of the Employer, provided that approval for such leaves of absence shall not be unreasonably denied. Employee’s anniversary date shall be adjusted in accordance with return to pay status following the leave.

*Section 3.09* GRIEVANCE. A grievance is defined as a claim or dispute by any employee or the Union or the Employer concerning the interpretation or application of this Agreement.

## **Article 4. UNION MEMBERSHIP**

*Section 4.01* CONDITION OF EMPLOYMENT. All employees included in the bargaining unit defined in Article 1 shall be required as a condition of employment to maintain their membership in the Union in good standing. Any person who is not a member of the Union shall make application to join the Union within thirty-one (31) days from his or her date of hire.

*Section 4.02* TERMINATION. Any employee may opt within sixty (60) days prior to the expiration of this Agreement to terminate his or her membership in the Union effective at the expiration of this Agreement.

*Section 4.03* NEW EMPLOYEES. At the time a new employee is hired who will be subject to this Agreement, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by this Agreement and quoting or paraphrasing the provision of this section of the Agreement. On a monthly basis the Employer shall supply the Union with names, addresses, employee numbers, and classification of work of all new employees and the names of any employees terminated, laid off or on leave of absence.

*Section 4.04* UNION PAY DEDUCTIONS. Upon voluntarily-signed authorization by the employee, the Employer agrees to deduct the Union dues, initiation fee and donations to the Union's Committee on Political Education ("C.O.P.E."), and remit the same as directed by the Union. The Employer and the Union shall maintain standard forms for the handling and the processing of such notices to employees and to the Union. The Union will indemnify and hold the Employer harmless against any claim which may be made by any person by reason of the operation of this Article including the costs, attorneys' fees and other expenses of defending against such claim.

## **Article 5. UNION REPRESENTATION**

*Section 5.01* UNION STEWARDS. The Employer agrees to recognize three (3) floating Union Stewards agency-wide for the purpose of conducting the Union's business. The Employer agrees that there will be no discrimination against authorized stewards because of their Union activity. During working hours stewards will request permission from their primary supervisor for the purpose of investigating and processing grievances, and such request shall not be unreasonably denied. Stewards will request permission for paid Union time from their secondary supervisor if they are scheduled to work with clients managed by a supervisor other than their primary supervisor. The Employer agrees that reasonable work time will be allowed for such purposes.

The Union shall notify the Employer promptly of the names of the currently designated Union Steward/alternates and any changes thereof. The Union agrees that it alone has responsibility for training its stewards/alternates, and as part of their training stewards may observe in a non-participatory manner meetings involving grievances or disciplinary actions. The Union understands and acknowledges that there shall be a maximum of two (2) stewards/alternates released for any representation meeting.

*Section 5.02 VISITATION RIGHTS.* Duly authorized representatives of the Union shall be permitted access to the Employer's facilities at reasonable times for the purpose of conferring with management or observing conditions with reference to any dispute, grievance or other such matter involving the relations between the parties. They will sign in as any other visitor to the building. The Union Representative will notify the designated management representative in charge when entering the facility. In the event it is necessary to confer with management personnel, the Union representative shall make an appointment in advance. The representative, when discussing a grievance with a grievant shall be allowed to do so in private during an employee's non-work time and in a non-work area.

*Section 5.03 STAFF MEETINGS.* At any Employer facility, a Union officer or steward may request from the management personnel in charge not more than fifteen (15) minutes at the end of regularly scheduled staff meeting for the purpose of discussing Union matters which shall not be unreasonably denied. The Union agrees that such requests shall be in writing and received by Employer at least five (5) business days in advance of the regularly scheduled staff meeting. The Employer agrees that upon granting Union's request, Union members attending will discuss Union matters privately without the presence of non-members.

*Section 5.04 NEW EMPLOYEES.* During the orientation of new bargaining unit members, a Union officer or steward will be given the opportunity to inform the new employees about the Union and this Agreement. Such remarks will be limited to fifteen (15) minutes.

*Section 5.05 BULLETIN BOARDS.* The Employer shall provide space on a bulletin board for the purpose of posting union notices in each facility where it will be seen by all bargaining unit members.

*Section 5.06 UNION LEAVE.* Union Stewards shall be allowed necessary time off without pay to carry out the business of the Union. Time off to carry out the business of the Union shall not be in excess of ten (10) cumulative working days in the calendar year combined for the stewards. Requests for time off for this purpose shall be made by the Local Secretary-Treasurer, or his or her designee, in writing to the Employer's Chief Executive Officer at least two (2) weeks/fourteen (14) days in advance of the days requested.

*Section 5.07 UNION COMMUNICATIONS.* To the extent permissible under law, the Union may make reasonable use of the Employer's Interoffice mail and email systems to communicate with all members of the Union in order to carry out Union representation of unit employees and in administration of the CBA provided that these communications are not conducted during work time and that company internet and media policies are not violated. The Union shall be responsible for maintaining its own "mailing list" at all times and maintenance of this list shall not be the responsibility of the Employer.

## **Article 6. LABOR-MANAGEMENT COMMITTEE**

*Section 6.01 COOPERATION AND UNDERSTANDING.* The Employer and the Union are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient operations and a maximum accomplishment of Agency/Program objectives. To this end, it is recognized that matters other than formal grievances may arise which may be best resolved in a labor/management meeting.

*Section 6.02* MEETINGS. The meeting shall be held at the request of either party with a maximum frequency of once per month unless otherwise agreed upon. Meetings shall be scheduled at a mutually agreeable time giving in consideration of the operational needs of the Employer. The Committee shall be comprised of an equal number of representatives of the Employer and the Union and shall discuss matters other than formal grievances. The Labor/Management Committee shall have no authority to amend or delete any specific provision of this Agreement. Participation shall be limited to four (4) employees at any one time. Up to a maximum of eight (8) total additional working hours will be granted each month for Committee members to attend the meetings. Additional hours for each individual employee will be based upon the timing of the meeting and the employee's regular work schedule providing additional hours will not result in overtime pay.

*Section 6.03* NEW OR MODIFIED WORK POLICIES. The Employer agrees to notify the Union of any new or modified work policies that affect its members. When possible, notice shall be provided to the Union in advance of the effective date to provide an opportunity for discussion on the new or modified work policies prior to their implementation.

## **Article 7. DIGNITY IN THE WORKPLACE**

*Section 7.01* NON-DISCRIMINATION. The Employer and the Union recognize the role of Equal Employment Opportunity in maintaining and promoting fair employment practices.

The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, ancestry, place of birth, religion, national origin, age, gender, sexual orientation, gender identification, marital status, pregnancy status, disability, actual or perceived disability, weight, height, political affiliation, union membership or activity, or any other consideration made unlawful by federal, state, or local laws. In addition to Federal, State and City laws, a person's residence and individuals with children will also be protected from discriminatory practices.

*Section 7.02* NON-HARASSMENT. The Employer and the Union agree that no employee should be subject to sexual, physical, or other harassment in the workplace and agree to take aggressive steps to investigate and remedy any incidents reported to the Director of Human Resources of harassment that may lead to a hostile work environment.

## **Article 8. JOB DESCRIPTIONS & DUTIES**

*Section 8.01* JOB DESCRIPTIONS. The Employer agrees to make available to every employee a copy of his or her job description.

*Section 8.02* CHANGE IN DUTIES. The Employer agrees to notify any affected employee and the Union in writing at least two (2) weeks prior to the effective date of any substantial change in job description or duties. The Employer and the Union will meet at the request of either party to discuss the proposed changes. In the event that the parties fail to reach agreement on the proposed changes, the Employer may implement the proposed changes. The Union may file a grievance in accordance with this Agreement over the reasonableness of the change, and an arbitrator in such an arbitration hearing may set an appropriate rate.

## **Article 9. HOURS OF WORK**

*Section 9.01* WORK WEEK. For purposes of calculating overtime, the work week officially begins Monday and ends Sunday.

*Section 9.02* WORK BREAKS AND MEAL PERIODS. At most Employer sites, two (2) fifteen (15) minute rest periods shall be provided and a thirty (30) minute meal period during a usual day [seven and one-half (7.5) hours] of work. The meal period shall normally be unpaid and the rest periods shall normally be paid. Employees shall not be required to remain on the Employer's premises during their unpaid lunch break. Employees shall otherwise take their work breaks and meal periods in accordance with the law, when scheduled, unless otherwise directed by their supervisor, or because of a valid reason which makes it impractical to take a work break or meal period at the scheduled time. Exceptions from a schedule should be reported to the immediate supervisor as soon as possible in order that the missed work break or the meal period can be rescheduled. If it is impractical to reschedule the missed work break or meal period, the employee shall be paid in accordance with the law.

Employees shall be provided one (1) additional fifteen (15) minute paid rest period who work beyond a usual day of work to ten (10) hours of work. Employees shall be provided one (1) additional thirty (30) minute unpaid meal period who work beyond a usual day of work to twelve (12) hours of work.

*Section 9.03* OVERTIME. The Employer shall pay time and one-half for all work performed by non-exempt employees in excess of eight (8) hours per day or forty (40) hours per week. In the event that scheduled overtime work becomes necessary, it shall be scheduled in accordance with client need. The Employer shall otherwise pay overtime in accordance with the law. Except in an emergency, all overtime must have the prior approval of the primary supervisor.

*Section 9.04* WORK SCHEDULE. The Employer shall inform affected employee(s) of permanent changes in their shift or schedule in writing as soon as practicable. The Employer shall not permanently change the shift or schedule of any employee without informing the affected employee of the proposed change in writing at least one (1) calendar week in advance. A meeting shall be held at the request of either the Employer or the Union to discuss the change.

Schedule or shift exchanges between employees will be allowed with the consent of both employees and with the prior approval of both primary supervisors and all other supervisor(s).

The Employer has the responsibility for staff coverage. Involuntary overtime may not be assigned to cover or fill vacant positions which have not been posted, except in an emergency. When schedule or shift changes are required, the Employer will work with employees to assure that accommodations are reviewed regarding the employees' extraneous schedule.

*Section 9.05* FLEXIBLE SCHEDULE. Employees shall have flexibility in scheduling in order to meet employee and client needs. Flexible scheduling is subject to the following:

- (a) Any changes to start time and end time must be mutually agreed in advance by employee and his or her primary supervisor and all other supervisor(s).
- (b) Each employee may not work more than their regularly scheduled hours per day without prior approval.
- (c) Employer reserves the right to cancel or change a flexible schedule at any time.



*Section 9.06* DAYS OFF. No employee shall be required to work on his or her regularly scheduled day(s) off. An employee who agrees to work on a day on which the employee had been scheduled off will not be deprived of the opportunity of working his or her regular scheduled days that week with overtime pay if due under the overtime provisions of this Agreement.

*Section 9.07* REPORTING PAY. An employee reporting for regularly scheduled work who has not previously been notified at least two (2) hours before the beginning of his or her shift that the shift has been canceled will be given another paid work assignment at that time or will be paid for half the usual or scheduled number of hours of work, but in no event less than one (1) hour or more than four (4) hours at the employee's regular rate of pay. If the affected employee(s) regularly scheduled work assignment is changed for a second or more consecutive days, the affected employee(s) shall be given another assignment or shall be paid for half of all scheduled hours subject to the provisions of Section 9.04 WORK SCHEDULE. Determination of the option of the work assignment or reporting pay will be made by the Employer.

"Reporting for regularly scheduled work" shall be defined as giving the Employer the same notice employees are required to give the Employer as if they are calling in sick.

*Section 9.08* ASSIGNMENTS OUT OF JOB GRADE. If an employee is temporarily assigned to a lower job grade than that in which the employee is regularly assigned, no reduction in pay will be effected. Such temporary assignments will be made only to assure continuity and quality of program activity.

All hours worked in a job grade with a higher starting wage rate than the job grade of the employee shall be paid a differential of seventy-five (\$0.75) cents per hour.

*Section 9.09* ALTERNATE WORK SCHEDULE. The Employer will identify 4 x 9.5 work week schedules.

- (a) In order to qualify for a 4 x 9.5 [equivalent to thirty-eight (38) hours or more] work week schedule, an employee must have successfully completed their introductory period.
- (b) Maintaining a list of those employees who wish to be offered a 4 x 9.5 work week schedule will remain the responsibility of the Director of Human Resources.
- (c) The Employer will contact, in list order, employees who by placing their name on the list have expressed their interest in a 4 x 9.5 work week schedule. The Employer will offer the available schedule to the employee whose name is at the top of the list.
- (d) Once contacted, employees will have until close of business on the second (2<sup>nd</sup>) business day after the offer to notify the Employer of their acceptance of the offer of a 4 x 9.5 work week schedule, or the offer will be deemed to have been declined. Any request for adding or deleting a name to the master list must be made in writing by the requesting employee to the Director of Human Resources.
- (e) Employees who work a 4 x 9.5 work week schedule will earn overtime pay in accordance with the law.

- (f) Employees who work a 4 x 9.5 work week schedule will receive breaks and meal periods in accordance with the law, otherwise if an employee works beyond ten (10) hours in a work day, they will receive an additional fifteen (15) minute break; if an employee works beyond twelve (12) hours in a work day, they will receive an additional thirty (30) minute meal period. Any additional hours worked beyond the regular 4 x 9.5 work week must be previously authorized by the employee's supervisor.
- (g) Employees who work a 4 x 9.5 work week schedule will accrue annual leave and sick leave based on a nine and one-half (9.5) hour day and will be paid nine and one-half (9.5) hours for each paid holiday.
- (h) Employees who work a 4 x 9.5 work week schedule must give the Employer at least a thirty (30) day advance notice in writing to request a change of schedule to a non-alternative schedule. The Employer will make every effort to replace scheduled hours of work within thirty (30) days. If the Employer determines within thirty (30) days that a request cannot be accommodated then the requesting employee must elect to remain in the 4 x 9.5 schedule or the employee will be deemed to have resigned.
- (i) Should an employee to whom the Employer has offered an available 4 x 9.5 work week schedule decline the offer, the employee's name will be removed from the list. Employees can add their name to the bottom of the list any time they wish. Any request for adding or deleting a name to the list must be made in writing by the requesting employee to the Director of Human Resources.
- (j) Occasionally, due to client need, vacancies may arise that result in a loss of schedule. These vacancies may include, but are not limited to, situations such as client demit or client mortality. When these situations arise the Employer will make every effort to replace scheduled hours of work. As part of its efforts, the Employer will offer such employees preference for a 4 x 9.5 hour work week schedule and adjust the top of the list accordingly, preferring employees who have a deficit of scheduled hours of work with the highest amount of hours first and following in succeeding order.
- (k) In the event that the Employer re-assigns staff from an alternative work schedule (up to 4 x 9.5) to a traditional schedule (5 day week) the affected employee shall not suffer a loss of hours of original 4 x 9.5 worked due to this change.

## **Article 10. WAGES**

*Section 10.01* BASIC HOURLY WAGE STEPS. The following hourly wages shall be paid to the regular part-time and regular full-time employees in the bargaining unit.

Employees who have not completed the initial introductory period shall be paid the wage rate for Step 1. Employees who have completed the initial introductory period shall be paid the wage rate for Step 2 beginning on the first day after the end of the initial introductory period. Employees who have completed thirty-six months (three years) of service since their date of hire shall be paid the wage rate for Step 3 beginning on the first day of their thirty-seventh month of service. Employees who have completed sixty months (five years) of service since their date of hire shall be paid the wage rate for Step 4 beginning on the first day of their sixty-first month of service. Employees who have completed one hundred twenty months (ten years) of service since their date of hire shall be paid the wage rate for Step 5 beginning on the first day of their one hundred twenty-first month of service.

*Section 10.02 2016 INCREASE.* The effective date of the following hourly wage rates for each Position and Step shall be July 1, 2016 (the “2016 Effective Date”) However, there shall be no decrease in the wage rate of an employee whose wage rate on the day prior to the 2016 Effective Date is higher than the wage rate indicated; any employee at Step 5 whose wage rate the day before the 2016 Effective Date is above the new Step 5 wage rate shall receive an increase of \$1.71 per hour; and all other employees shall receive an increase of 10% based upon their wage rate the day before the 2016 Effective Date.

<i>Effective On:</i>		<i>Date of Hire</i>	<i>1<sup>st</sup> Day after Completion of Introductory Period</i>	<i>1<sup>st</sup> Day of Month 37 of service</i>	<i>1<sup>st</sup> Day of Month 61 of service</i>	<i>1<sup>st</sup> Day of Month 121 of service</i>
<b>Job Grade</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
A	Service Clerk	\$14.01	\$14.34	\$14.78	\$15.22	\$15.66
B	Driver*	\$14.98	\$15.31	\$15.75	\$16.19	\$16.63
C	Direct Support Professional I	\$14.98	\$15.31	\$15.75	\$16.19	\$16.63
D	Receptionist	\$17.02	\$17.35	\$17.79	\$18.23	\$18.67
E	Lead Art Instructor Employment Specialist Resource Developer Floater Service Site Coord.* Project Search Coord.	\$17.02	\$17.35	\$17.79	\$18.23	\$18.67
F	Direct Support Professional II	\$17.11	\$17.44	\$17.88	\$18.32	\$18.76

\* *These positions do not currently exist.*

*Section 10.03* 2017 INCREASE. The effective date of the following hourly wage rates for each Position and Step shall be July 1, 2017 (the “2017 Effective Date”). However, there shall be no decrease in the wage rate of an employee whose wage rate on the day prior to the 2017 Effective Date is higher than the wage rate indicated; and any employee at Step 5 whose wage rate the day before the 2017 Effective Date is above the new Step 5 wage rate shall receive an increase of \$0.50 per hour.

<i>Effective On:</i>		<i>Date of Hire</i>	<i>1<sup>st</sup> Day after Completion of Introductory Period</i>	<i>1<sup>st</sup> Day of Month 37 of service</i>	<i>1<sup>st</sup> Day of Month 61 of service</i>	<i>1<sup>st</sup> Day of Month 121 of service</i>
<b>Job Grade</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
A	Service Clerk	\$14.51	\$14.84	\$15.28	\$15.72	\$16.16
B	Driver*	\$15.48	\$15.81	\$16.25	\$16.69	\$17.13
C	Direct Support Professional I	\$15.48	\$15.81	\$16.25	\$16.69	\$17.13
D	Receptionist	\$17.52	\$17.85	\$18.29	\$18.73	\$19.17
E	Lead Art Instructor Employment Specialist Resource Developer Floater Service Site Coord.* Project Search Coord.	\$17.52	\$17.85	\$18.29	\$18.73	\$19.17
F	Direct Support Professional II	\$17.61	\$17.94	\$18.38	\$18.82	\$19.26

\* *These positions do not currently exist.*

*Section 10.04* 2018 INCREASE. A discussion on the hourly wage rates to be effective beginning on July 1, 2018, shall commence no later than May 1, 2018, unless extended by mutual agreement.

*Section 10.05* TRAINING DIFFERENTIAL. A differential of one dollar and 25 cents, (\$1.25) per hour will be paid to employees who provide field training as follows:

- (a) To new staff (maximum of ten [10] hours).
- (b) To current staff who will be scheduled to work with a client with whom they are not familiar (maximum of five [5] hours).

The Employer shall have sole discretion to assign employees to perform field training. Only a Service Director may approve field training in excess of the maximums shown in A and B above.

*Section 10.06* BILINGUAL PAY. Employees who are required to use bilingual skills in providing services to clients of the Employer will be compensated at the rate of seventy-five dollars (\$75.00) per month. These employees shall be designated when the following criteria are met:

- (a) Public contact with job duties involving regular and frequent use of bilingual skills;
- (b) Bilingual skills are necessary for service to the community;
- (c) Skill is essential to the successful performance of the functions, which include verbal and written communication; and
- (d) Employee works in a setting where there is a demonstrated client-based need.

A guideline of fifteen to twenty (15 – 20%) percent is to be used in evaluating the “regular and frequent” use of bilingual skills. Specific positions may be designated bilingual by the Service Director and Service Manager with the approval of the Chief Financial Officer, Human Resources Director, and Chief Executive Officer. In the event that an incumbent moves to a position that is not designated as bilingual or if the bilingual designation of a position is removed, the bilingual pay will cease.

*Section 10.07* MERIT PAY. At the Employer’s discretion (which includes criteria for merit application), an employee may receive a lump sum payment based solely on merit once each year. The amount of the lump sum merit payment will not exceed 3% of the annualized wage rate for the employee’s position as determined by multiplying the position hourly wage rate by 2,080 hours. The Employer’s decision on requests for merit pay are made without recourse to the grievance procedure in accordance with this Agreement. Completing any training provided by the Employer may not be cited for purposes of merit pay in accordance with this section. Any training cited for purposes of merit pay in accordance with this section must be demonstrably and clearly related to improving current job performance.

## **Article 11. WAGE ADMINISTRATION**

*Section 11.01* PAYDAY. Staff payroll checks will be issued on a regular basis at least two (2) times each month. If payday falls on a day that is not a regular business day, it will be changed to the nearest business day preceding.

*Section 11.02 WAGE RATE INCREASES.* If the employee has completed their introductory period, his or her subsequent wage rate increases, if any, will be granted in accordance with this Agreement.

When an employee is promoted to a new job grade, a wage increase will be granted in accordance with this Agreement.

*Section 11.03 DIRECT DEPOSIT.* At the written request of the employee, the Employer will make direct deposit available to those with participating banking institutions.

*Section 11.04 PERFORMANCE EVALUATIONS.* Employees shall receive annual performance evaluations. As part of the annual review process for all employees an opportunity will be provided for employees to submit feedback about their immediate supervisor(s).

*Section 11.05 PROMOTION.* Promotion is when a regular employee is re-assigned to a new position and job grade with a higher starting wage rate.

- (a) When a promoted employee's current wage rate is below the applicable step wage rate of the new grade, the promoted employee shall receive an increase to the applicable step wage rate of the new grade.
- (b) If the Employer determines during the introductory period that the promoted employee is not able to satisfactorily perform in the new position, the Employer will return the employee to the first available equivalent position the employee held formerly at the prior wage rate. An employee may request to be returned to the first available equivalent position they held prior to promotion during the introductory period.

## **Article 12. HIRING & EMPLOYMENT**

*Section 12.01 BARGAINING UNIT LISTS.* A seniority list shall be maintained by the Director of Human Resources and shall be available for review to any employee upon request which shall not be unreasonably denied. The Employer will provide the Union with an updated seniority list upon request. The list shall include the name, address, zip code, classification, and date of hire. The list provided to any employee will include only the name and date of hire. The Employer shall upon request provide the Union with a list of new hires, terminated employees and the employees on leave of absence.

*Section 12.02 INTRODUCTORY PERIODS.* The first six months of employment shall be considered the initial introductory period for all new regular full-time or regular part-time employees.

During the introductory period, employees shall be evaluated using criteria established as part of the regular performance evaluation process. Employees will be informed at time of hire about the evaluation criteria in order to facilitate job performance.

The Employer may elect to extend an employee's initial introductory period for not more than three (3) additional months, only when poor performance (including failure to complete required training) has been documented, without access to the grievance procedure in accordance with this Agreement. Employees may be terminated any time during their initial introductory period without access to the grievance procedure in accordance with this Agreement.

Employees may request re-assignment within their current job grade or to a job grade that has the same starting wage as that of their current job grade during their initial introductory period. Re-assignment within an employee's current job grade or to a job grade that has the same starting wage as that of their current job grade during the employee's initial introductory period may only be made by their current Service Director.

Employees may be promoted or moved during their initial introductory period.

Employees promoted to a new assignment with a different position title and a different job grade will be required to serve a promotional introductory period of ninety (90) days.

Employees moved to a new assignment with a different position title and the same job grade will be considered a transfer and no additional introductory period will be required.

Employees moved to a new assignment with the same position title and the same job grade will be considered a lateral and no additional introductory period will be required.

*Section 12.03 PROMOTION.* Any regular employee serving a ninety (90) day promotional introductory period who does not successfully complete the promotional introductory period will be returned to a position with the same wage rate and number of hours as they had immediately prior to the promotion..

*Section 12.04 LAYOFFS.* "Layoff" shall be defined as the Employer's decision to deny all paid work to an employee or group of employees for two (2) weeks or more, and not a change in schedule or reduction in hours. In the event the Employer finds it necessary to lay off employees, it shall notify the Union and the laid-off employee in writing at least two (2) weeks in advance, or provide pay in lieu of notice, unless the Employer can establish that it could not reasonably provide such notice. Layoffs in any classification or department shall be carried out in inverse order of seniority with the Employer with the least senior employee in the affected department being the first laid off.

*Section 12.05 BUMPING RIGHTS.* Employees who have accrued two (2) years or more of seniority and are laid-off shall have the right to "bump" less senior employees in the same job grade, or in a job grade with a lower starting wage than their former job grade, provided they provide the Director of Human Resources written notice of their intention to exercise this right and that they have the necessary ability and qualifications to perform the job of the less senior employee. "Bump" is defined as the right of a laid-off employee to claim the position of an employee based on seniority. The Employer must agree the more senior employee has the necessary ability and qualifications to perform the job of the less senior employee and will provide the Union with not less than seven (7) calendar days advance notice of the date Employer intends to implement employee's exercise of bumping rights as requested. Without objection within that time, the Union will also have agreed to the bump as requested. Regular full-time employees who are laid-off may bump any other regular employee. Regular part-time employees who are laid-off may only bump other regular part-time employees. Employees who exercise their bumping rights in accordance with this section shall have no increase or decrease in their wage as a result of bumping.

*Section 12.06* RECALLS. Employees who have been laid off are eligible for recall to the first equivalent position in the same job grade for a period of one (1) year. Recalls from layoff shall be in inverse order of seniority. Laid-off employees who are recalled and begin working again within one (1) year of the date they were laid off will retain their seniority in accordance with Section 3.07 SENIORITY. Laid-off employees who are recalled and begin working again within one (1) year of the date they were laid-off will be paid the wage they were paid on the date they were laid-off, increased by any Cost-of-Living wage adjustments made in their job grade during their lay-off.

*Section 12.07* PERMANENT JOB VACANCIES. In the event of a job vacancy, the Employer will circulate the job posting via email to all employees no hiring decision will be made for a period of five (5) working days. Copies of the job posting will also be emailed to the Union. The Employer will fill the position with the most qualified applicant based upon the following order of preference.

- (1) A regular employee from the program where vacancy will occur with the most program seniority.
- (2) A regular employee from another program with the most Employer seniority.

The Employer may depart from the above order of preference if the successful external applicant for the vacancy is better qualified to perform the work as determined by the Employer, however, such determination shall be subject to the grievance procedure in accordance with this Agreement except for the selection process for the DSP II position. The selection process for the DSP II position is not subject to the grievance process on the basis of seniority.

*Section 12.08* ADDITIONAL HOURS OF WORK. The posting process used for Section 12.07 PERMANENT JOB VACANCIES will be utilized when additional work hours become available, provided that the Employer may temporarily assign hours to an employee if they need to be filled before the five day posting period has elapsed.

*Section 12.09* MAINTENANCE OF BENEFITS/HOURS LOST. Employees whose work schedule is reduced to less than 30 hours per week will maintain full benefits until such time that replacement hours are offered by management. Employee will have the right of one refusal of hours offered based on scheduling and/or employee's availability. Management will make every reasonable effort to find replacement hours for affected employees. Changes to an employee's regular schedule are subject to the provisions of Section 9.04 WORK SCHEDULE.

*Section 12.10* EMPLOYEE HEALTH EXAMINATION. All employees who are employed at Employer facilities that are licensed by the state Community Care Licensing Division will submit evidence of an Employer-approved physician health screening no later than seven (7) days after their date of hire.

All employees will submit medical evidence, including a TB test or chest x-ray, indicating that they are free of TB, from the Employer's designated medical facility. The evidence must be submitted before the employee may perform paid work. The Employer will offer new employees vaccination for HepA and HepB.



## **Article 13. SEPARATION & REHIRING**

*Section 13.01 SEPARATION.* Any regular employee intending to resign shall give the Employer not less than two (2) weeks advance written notice of intention to resign. Separating employees are entitled to a cash payment in lieu of all accrued annual leave in accordance with this Agreement. If employee is separated during their introductory period, their final pay will include payment in lieu of all annual leave accrued during the introductory period, in accordance with this Agreement.

*Section 13.02 SEVERANCE PAY.* Any regular employee who is laid off from his or her position and is unable to secure another position with the Employer shall be entitled to a cash payment equivalent to two (2) weeks' pay at the employee's usual wage.

*Section 13.03 REHIRING.* If an employee is rehired within twelve (12) months of the date of the employee's separation, and the employee had completed the introductory period, the employee will be rehired at the same wage as on the date of separation, there will be no introductory period, and eligibility for other benefits would begin on the first day of the month following the date of rehire. The employee's date of hire would be considered to be their original date of hire and not their date of rehire, so the employee's annual leave accrual rate would be at the same rate as when the employee separated and advanced as if based on original hire date.

If an employee is rehired after twelve (12) months have elapsed from the date of the employee's separation, the employee will be considered as if they were a new employee in every way.

## **Article 14. PERSONNEL FILES**

*Section 14.01 REVIEW OF PERSONNEL FILES.* All records, forms, reports and other materials relating to an individual's employment or job performance shall be maintained by the Employer in personnel files and shall be available at reasonable times for review by the employee, either with or without a Union Representative present, at the option of the employee. The employee shall have the right to a copy of any material signed by the employee contained in the personnel file at the Employer's cost, through a written request to the Director of Human Resources. Such right to copies at the Employer's expense shall be exercised reasonably.

*Section 14.02 EMPLOYEE ENTRIES IN FILES.* The employee shall have the right to have his or her written response to any document contained in the personnel file attached to the said document and such shall be considered a permanent part of the personnel file.

*Section 14.03 EMPLOYEE REFERENCES.* Upon separation, the Employer agrees that only the Director of Human Resources will release any information, and only the length of the employees' dates of service and title.

## Article 15. STAFF TRAINING & DEVELOPMENT

*Section 15.01* NEW STAFF TRAINING REQUIREMENT. No employee shall receive a wage increase from Step 1 to Step 2 without satisfying the new staff training requirement. The Employer shall have sole discretion to determine the content and length of the new staff training requirement. The new staff training requirement shall be satisfied if the employee completes the new staff training courses shown below and an additional five (5) hours of new staff training. The Union and the Employer agree that employees are expected to complete all new staff training required by the Employer as soon as practicable.

<b>Title</b>	<b>Hours</b>
First Aid Certification	2.5
CPR Certification	3.0
Anti-Sexual Harassment	0.5
Blood-borne Pathogens	0.5
Positive Approaches to Positive Behaviors	1.5
Additional Training	5.0
<b>Total</b>	<b>13.0</b>

*Section 15.02* CERTIFIED DSP. The Employer will reimburse the initial certification fee for benefitted employees who qualify and successfully apply to become a certified Direct Support Professional (DSP-C) by the National Association of Direct Support Professionals.

In addition to the hourly wage rates provided in Article 10 WAGES, a differential of \$0.50 per hour will be paid to employees who obtain level one DSP certification through the National Alliance for Direct Support Professionals (NADSP) and an additional \$0.50 per hour will be paid to employees who obtain level two DSP certification through the NADSP.

*Section 15.03* AUTISM INTERNET MODULES. The Employer will continue to provide a \$400 one-time payment to each employee who successfully completes the seven (7) Autism Internet Modules. In order to be eligible for the payment employees must complete the modules during non-working hours within one (1) year from the date of starting the first module. The modules are currently offered at no cost to the Employer. In the event there are changes to the cost, content and/or title of the program/modules, the Employer may discontinue participation in the Autism Internet Modules and the Employer and the Union agree to meet in an effort to find a replacement Autism training program. If another Autism program is not found or agreed upon there is no obligation upon the Employer to provide a replacement program in order to allow employees to earn a one-time payment.

*Section 15.04* PROFESSIONAL DEVELOPMENT. Professional Development is defined as endeavors which will improve job performance and be of mutual benefit to the Employer and the employee.

**WORKSHOPS, CONFERENCE, AND SPECIAL TRAINING.** The Employer recognizes that workshops, conferences, and special training provide employees with an opportunity for the exchange of ideas and information which enhances the individual's capabilities and professional skills. All employees regularly scheduled to work thirty (30) or more hours per week may, with prior approval of the Service Director and availability of funds, attend professional conferences, workshops and training sessions up to three (3) days per year without loss of pay (educational leave). Expenses incidental to attendance at such functions shall be paid by the Employer, if prior approval is obtained.

**IN-SERVICE TRAINING.** The Employer recognizes that training programs during working hours to keep employees informed on developments in their work areas and further improvement of job skills is an important component of professional development.

Employees may be required to attend in-service sessions unless specifically excused from attendance by the Service Director. Any required attendance that extends beyond an eight (8) hour day or forty (40) hour week shall be paid at the overtime rate to non-exempt employees.

The Agency Training Calendar will be posted on-line in a location available to all employees. Notice for new training offerings will be posted on the Training Calendar as soon as possible. New employees will be provided with basic computer skills training during their Introductory Period.

**CONTINUING EDUCATION.** The Employer also encourages employees to attend outside classes that will lead to a degree or certificate related to their job. When possible, accommodations in work schedule will be made for employees who wish to attend classes. Employees may apply to attend work-related classes during their normal work hours subsequent to the approval of the Employer. The decision to allow an employee to attend classes during work hours will be made on a case-by-case basis by the Chief Executive Officer and Service Director.

## **Article 16. HOLIDAYS**

*Section 16.01* **HOLIDAYS.** Regular full-time and part-time employees who work thirty (30) hours per week or more shall receive eleven (11) paid holidays per year for the normal amount of hours regularly scheduled to work on the holiday:

*Section 16.02* **CORE HOLIDAYS.** The following nine (9) holidays are considered core holidays and will be granted as part of the total eleven (11) paid holidays per year:

- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- New Year's Day

*Section 16.03 FLOATING HOLIDAYS.* The remaining two (2) holidays will be designated floating holidays A and B. Floating holiday A may be designated for a specific date by the Employer every fiscal year by September 1 for the fiscal year ending June 30 of the following calendar year. Floating holiday B (and in the event the Employer does not designate a specific date for it, floating holiday A) may be scheduled by an employee in the same manner as vacation leave. Floating holidays have no cash value. Floating holidays must be used by June 30 of each fiscal year in which awarded and unused floating holidays will not be paid at time of employee separation or carried over from one fiscal year to the next.

*Section 16.04 HOLIDAY PAY.* Regular full-time or part-time employees required to work on any holiday listed above shall be paid for such work at the rate of two (2) times his or her regular rate of pay for the hours worked. Holidays are to be considered as time worked in the computation of overtime. Notwithstanding the above if the regional center authority advises any of the core holidays listed above will be authorized service days those days will be considered regular work days and a floating holiday will be provided to each employee regularly scheduled to work on those days.

## **Article 17. VACATION LEAVE**

*Section 17.01 VACATION LEAVE ACCRUAL – FULL-TIME EMPLOYEES.* Regular full-time employees who are eligible to accrue vacation leave and who do not work an alternative schedule as defined in Section 9.09 ALTERNATE WORK SCHEDULE of this Agreement shall accrue paid vacation leave at the following rate:

Employees with one (1) year or less of service shall accrue three and three-quarters (3.75) hours of vacation leave per pay period (if 24 pay periods annually).

Employees with more than one (1) year but less than four (4) full years of service shall accrue five point three one two five (5.3125) hours of vacation leave each pay period (if 24 pay periods annually).

Employees with more than four (4) years but less than seven (7) full years of service shall accrue seven point one eight seven five (7.1875) hours of vacation leave each pay period (if 24 pay periods annually).

Employees with more than seven (7) years of service shall accrue nine point zero six two five (9.0625) hours of vacation leave each pay period (if 24 pay periods annually).

*Section 17.02 VACATION LEAVE ACCRUAL – PART-TIME EMPLOYEES.* Only regular part-time employees working at least thirty (30) hours shall accrue vacation leave. No other employees will accrue paid vacation leave. Such employees may use vacation leave in segments of no less than three (3) hours. Regular part-time employees shall accrue paid vacation leave at eighty (80%) percent of the rate as for regular full-time employees, as follows:

Employees with one (1) year or less of service shall accrue three (3.00) hours of vacation leave per pay period (if 24 pay periods annually).

Employees with more than one (1) year but less than four (4) full years of service shall accrue four and one-quarter (4.25) hours of vacation leave each pay period (if 24 pay periods annually).

Employees with more than four (4) years but less than seven (7) full years of service shall accrue five and three-quarters (5.75) hours of vacation leave each pay period (if 24 pay periods annually).

Employees with more than seven (7) years of service shall accrue seven and one-quarter (7.25) hours of vacation leave each pay period (if 24 pay periods annually).

*Section 17.03 REQUESTING VACATION LEAVE.* There will be two different methods for requesting vacation leave, depending on the dates for which vacation leave is requested. Vacation leave may not be requested for a continuous period of time of more than three (3) weeks of an employee's regular work schedule, without approval from the Chief of Services. Vacation Leave requests must be submitted in writing to the employee's supervisor or through the computerized payroll system. The Employer has the responsibility to provide staff coverage for approved vacation leaves.

**PRIME PERIOD.** Dates of prime vacation leave period will change annually. The prime period is defined as beginning the Monday before Thanksgiving Day and ending the Sunday after New Year's Day. Employer will notify all employees of prime period dates during January of every calendar year. Requests for vacation leave during prime period will be granted based on employee seniority. Seniority for purpose of vacation leave during prime period shall be defined as seniority within each department. Requests for vacation leave during prime period must be submitted before September 7 of each calendar year (Employer will not grant vacation leave requests for the prime period before September 7 of each calendar year). Employer will deny or grant vacation leave requests for the prime period and notify employees who requested it by September 21 of each calendar year. Floaters in Job Grade E may request vacation leave during prime period, but only one Floater in Job Grade E may be granted vacation leave during the week in which Thanksgiving Day is observed, only one Floater in Job Grade E may be granted vacation leave during the week in which Christmas Day is observed, and only one Floater in Job Grade E may be granted vacation leave during the week in which New Year's Day is observed, provided only one Floater is on vacation leave at any time.

**NON-PRIME PERIOD.** Dates of non-prime vacation leave period will change annually. The non-prime period is defined as beginning the Monday after New Year's Day and ending the Sunday before Thanksgiving Day. Senior employees with accrued vacation leave will receive preference in the scheduling of vacation leave provided they have given written notice at least ninety (90) days prior to the requested vacation leave. Seniority for purposes of vacation leave only, shall be defined as seniority within each team of employees reporting to the same Service Manager. Vacation leave requests of six (6) or more consecutive days will receive a response within ten (10) working days. Vacation leave requests of five (5) consecutive days or less will receive a response within five (5) working days. The Employer will use reasonable efforts to provide a definitive response within these time frames.

*Section 17.04 DENIAL OF LEAVE REQUESTS.* The Employer may disapprove vacation leave requests for valid operational needs.

*Section 17.05 VACATION LEAVE PAY.* Vacation leave may not be granted in advance of the time it is earned. Vacation leave accrued during a pay period is credited at the end of the pay period. Vacation leave pay shall be paid to the employee on the last regular payday prior to the commencement of the employee's vacation leave provided the employee has requested vacation leave pay in advance. Fifteen (15) days advance notice is required for vacation leave pay of five (5) or more consecutive days, unless there is an emergency, as determined by the Service Director. Vacation leave pay of less than five (5) consecutive days needs prior notice of five (5) working days unless there is an emergency, as determined by the Service Director.

*Section 17.06 PAID HOLIDAY DURING VACATION LEAVE.* If a recognized holiday, as set forth in this Agreement, occurs during an employee's vacation leave period, that day shall be counted as a paid holiday and the day shall not be charged as a vacation leave day.

*Section 17.07 MAXIMUM VACATION LEAVE ACCRUAL.* Employees may accumulate up to a maximum of 225 hours (30 days) of vacation leave. No further vacation leave may be accumulated as long as the employee has 225 hours (30 days) of accumulated vacation leave, and further vacation leave may be accumulated only if the employee has used a portion of the accumulated 225 hours (30 days). However, a plan for accumulation of vacation leave beyond 225 hours (30 days) may be approved in writing by Service Director and the Chief Executive Officer.

*Section 17.08 LIMITED DURING FIRST SIX MONTHS.* Employees will accrue vacation leave during their initial six (6) calendar months of employment in accordance with Article 17 VACATION LEAVE, but may not use more than seven and one half (7.5) hours [one (1) day] of accrued leave until six (6) months shall have elapsed since their date of hire.

*Section 17.09 CASH-OUT OF VACATION LEAVE.* Employees who have accrued two (2) years or more of seniority and who have accrued at least seventy-five (75) hours of vacation leave may request payment in lieu of vacation leave of not less than five (5) nor more than ten (10) days, two (2) times each calendar year, up to a maximum of ten (10) days total per year. The payment will be calculated using the employee's current wage rate. Employees who are separated for any reason shall be entitled to payment in lieu of all accrued vacation leave upon their separation.

## **Article 18. SICK LEAVE**

*Section 18.01 SICK LEAVE ACCRUAL.* Regular full-time employees shall accrue ninety (90) hours [twelve (12) days] of paid sick leave per calendar year at the rate of seven and one-half (7.5) hours [one (1) day] per month. Regular part-time employees regularly working thirty (30) hours or more per week shall accrue paid sick leave at the rate of seven (7.0) hours per month. Employees working thirty (30) hours or less per week will accrue one (1) hour for every thirty (30) hours worked in accordance with the San Francisco Paid Sick Leave ordinance.

*Section 18.02 SICK LEAVE USE.* Sick leave will be granted because of illness or injury of the employee or the employee's parent, step-parent, child, grandchild, spouse, sibling, parent-in-law, grandparents, or registered domestic partner when the employee's presence is required

Sick leave may be granted for routine medical or dental appointments by the employee, if appointments cannot be made during non-working hours.

In emergency situations, as determined by the Employer, employees may request accrued vacation leave time if their sick leave has been exhausted, provided that the employee supplies a doctor's excuse for the absence(s) to their immediate supervisor.

*Section 18.03* MAXIMUM SICK LEAVE ACCRUAL. Earned sick leave may be accumulated from year to year to a maximum of three hundred thirty seven and one-half (337.5) hours [forty-five (45) days].

*Section 18.04* CASH OUT OF SICK LEAVE. Employees are not entitled to payment in lieu of accrued sick leave upon separation. Employees who have accrued at least two (2) years seniority and at least seventy-five (75) hours of sick leave may request payment in lieu of sick leave of not less than six (6) days and not more than twelve (12) days of sick leave exchanged at a fifty (50%) percent rate one (1) time each calendar year. The payment will be calculated using the employee's current wage rate.

## **Article 19. MEDICAL LEAVE**

*Section 19.01* REQUESTS FOR MEDICAL LEAVE. Upon presentation of a doctor's statement verifying the need for medical leave, the Employer shall approve requests for medical leave without pay to employees who have completed their initial introductory period and who have exhausted accrued sick leave, as required by law. Medical leave shall not be granted for more than six (6) months. Medical leave may be extended to a total of nine (9) months at the discretion of the Chief Executive Officer or Director of Human Resources.

*Section 19.02* MAINTENANCE OF BENEFITS. Throughout the period of approved medical leave, the Employer will maintain the employee's health insurance coverage as required by law, and with the same contribution to the employee's health insurance premium as the Employer contributed immediately prior to the first day of approved medical leave. Employees will be provided the opportunity to self-pay for medical, dental, vision, life insurance and long-term disability benefits for periods of approved medical leave of absence which exceed the Employer's legal requirement for contributions to benefit plans. The Employer will notify employees who have a request for medical leave approved about maintenance of benefits as described herein.

*Section 19.03* RETURN TO WORK. Employees returning from medical leave will be placed in the first available equivalent position.

## **Article 20. COMPASSIONATE LEAVE**

*Section 20.01* REQUESTS FOR COMPASSIONATE LEAVE. The Employer shall approve requests from employees for a reasonable period of compassionate leave, not to exceed three days of an employee's work schedule, in the event of the death or life-threatening illness of the employee's parent, step-parent, child, grandchild, spouse, sibling, parent-in-law, grandparents, current significant other, or registered domestic partner. The request must be approved by the employee's immediate supervisor, Service Director, and the Director of Human Resources. The Employer may deny requests for compassionate leave only with regard to a "current significant other" as described in this section without recourse to the grievance procedure.

*Section 20.02* COMPASSIONATE LEAVE PAY. The Employer will pay the employee their usual wage for the period of approved compassionate leave.

*Section 20.03* ADDITIONAL LEAVE. Compassionate leave in excess of three days of an employee's work schedule must be approved as another form of leave in accordance with this Agreement.

*Section 20.04* CATASTROPHIC LEAVE REQUEST. If an employee exhausts all of their accrued sick and vacation leave due to a catastrophic illness of the employee or the employee's parent, step-parent, child, grandchild, spouse, sibling, parent-in-law, grandparents, or registered domestic partner they may request the Director of Human Resources to solicit the donation of accrued leave from employees. This will allow employees to anonymously donate their leave to an employee who needs leave but has none accrued. A maximum of twenty four hours may be donated by any benefitted donor who has a minimum of 180 hours accrued. If the employee is unable to make this request, the request may be made by an immediate family member or by the person named by the employee on their emergency contact form on file. The requesting employee's name shall be revealed, the names of donors will remain confidential, and donors will be given a deadline of 10 working days to authorize their donation by completing the authorization form. The Director of Human Resources will notify the requesting employee of the total number of hours donated.

## **Article 21. MILITARY LEAVE**

*Section 21.01* MILITARY LEAVE. Employees will be granted leave without pay to perform military service pursuant to state and federal law.

## **Article 22. JURY DUTY LEAVE**

*Section 22.01* JURY DUTY SUMMONS. An employee who is called for jury duty shall be excused from work. The employee is to furnish his or her supervisor with a copy of the jury summons prior to the time such duty is scheduled.

*Section 22.02* JURY DUTY PAY. The Employer will pay the employee their normal compensation for up to ten (10) days of jury duty based on the employee's normal work schedule for those days. The employee will provide proof of the time they are at jury duty.

## **Article 23. PERSONAL LEAVE**

*Section 23.01* ELIGIBILITY. An employee becomes eligible for a personal leave of absence after he or she has completed his or her initial introductory period.

*Section 23.02* RETURN TO WORK. Employees returning from personal leave will be placed in the first available equivalent position. Employees must return to work on the date specified in the request for leave, unless a revised request for personal leave is made by the employee and approved by the Director of Human Resources before the last day of approved personal leave. Employees who are absent without approved personal leave or who do not return to work on the date specified in their approved request for personal leave are presumed to be abandoning their employment.

*Section 23.03* MAINTENANCE OF BENEFITS. The Employer will continue to offer to the employee hospitalization, life insurance and dental coverage if applicable for the period of leave at the employee's expense.



*Section 23.04* CFRA. The Employer agrees that it shall abide by all provisions of the California Family Rights Act.

**Article 24. HEALTH BENEFITS: MEDICAL, DENTAL & VISION**

*Section 24.01* APPLICATION FOR HEALTH BENEFITS. The application for enrollment of new employees in the health plan will be given to employees by the Director of Human Resources before three (3) months have elapsed since their date of hire. It is the employee’s responsibility to complete the application after being given the application.

*Section 24.02* HEALTH BENEFITS. The Employer shall provide medical, dental, and vision insurance coverage to all benefitted employees. Coverage will begin no later than the first (1<sup>st</sup>) business day of the month after three (3) complete calendar months have elapsed since their date of hire. Employees who have waited the required three (3) complete calendar months do not need to wait any additional time beyond the three (3) complete months should the employee’s status change from full-time to part-time or vice versa. Enrollment with all plans shall take place as set forth by the insurance carriers.

*Section 24.03* EMPLOYEE CONTRIBUTION. To the extent permitted by the insurance carriers, the Employer will provide medical, dental and vision coverage for employees and one or more dependents. The employee’s contribution for coverage will be paid through payroll deduction. Effective on January 1, 2017, the monthly dollar amount contributed by the employee will be a fixed percentage of the monthly premium charged by the various carriers (rounded to the nearest ten cents) for the coverages selected, as follows:

<b>Employee Contribution Percentages</b>				
<b>Coverage</b>	<b>Carrier</b>	<b>Employee Only</b>	<b>Employee + 1</b>	<b>Employee + Family</b>
Medical -- Low copay	Kaiser	15%	25%	30%
Medical – High copay	Kaiser	10%	20%	25%
Dental	Guardian	15%	25%	30%
Vision	VSP	15%	25%	30%

Notwithstanding the January 1, 2017, effective date noted above, the effective date for changes in the medical plan contribution for employees who have selected the Employee+Family option of the Kaiser Medical Low copay or High copay plan shall be June 1, 2017.

*Section 24.04* CHANGING ENROLLMENT IN BENEFITS. Eligible employees may change plan elections during open enrollment or upon a qualifying event, as defined in the law, such as a change in marital status or number of children.

*Section 24.05* REGISTERED DOMESTIC PARTNERS. Registered domestic partners are eligible for same benefits as spouses in accordance with this Agreement and to the extent permitted by law.

## **Article 25. INSURANCE BENEFITS**

*Section 25.01 BASIC LIFE INSURANCE.* All benefitted employees shall become eligible for basic group life insurance coverage in accordance with the Employer's plan no later than the first (1<sup>st</sup>) business day of the month after three (3) complete calendar months have elapsed since their date of hire. Except where required by law, the premium for basic life insurance shall be paid entirely by the Employer unless the employee is on leave.

*Section 25.02 STATE DISABILITY INSURANCE.* When an employee is unable to work because of a non-work related injury or illness, the employee shall be paid full wages from accrued sick leave until all his/her sick leave is used or until the employee is eligible to receive SDI benefits. When the employee begins to receive SDI benefits, the Employer shall integrate accrued sick leave benefits with SDI payments in an amount that will provide the employee compensation from the combined benefits, at a rate equal to the employee's regular rate of pay. Accrued sick leave used as partial benefit shall be deducted on an hourly basis.

*Section 25.03 LONG-TERM DISABILITY INSURANCE.* No later than the first (1<sup>st</sup>) business day of the month after three (3) complete calendar months have elapsed since their date of hire the Employer shall make available at no cost to employees working thirty (30) hours a week or more a long-term disability benefit plan. These benefits shall provide extended financial assistance if a regular full-time employee (as defined by the plan) becomes totally disabled while insured, as a result of sickness or accidental bodily injury and remains continuously so disabled for the qualifying disability period.

*Section 25.04 GENERAL LIABILITY AND SOCIAL SERVICE PROFESSIONAL LIABILITY INSURANCE.* The Employer will provide general liability and social service professional liability insurance coverage for all regular full-time and regular part-time employees. The premium for general liability and social service professional liability insurance will be paid entirely by the Employer for employees who are not on leave.

## **Article 26. RETIREMENT BENEFITS**

*Section 26.01 EMPLOYEE RETIREMENT PLAN.* All employees shall be eligible to participate in a 403(b) retirement plan no later than the first (1<sup>st</sup>) business day of the calendar month after their date of hire. Employees who enroll in the plan by completing the enrollment form in accordance with the plan documents are eligible to make contributions to the plan through paycheck deductions. Employees who do not enroll and do not complete the enrollment form in accordance with the plan documents are not eligible to make contributions through paycheck deductions. The retirement plan is funded through the employee's contributions through paycheck deduction.

*Section 26.02 EMPLOYER CONTRIBUTION.* The Employer will contribute an amount set by the Employer's Board of Directors currently equivalent to two (2%) percent of the employee's earnings to the employee's retirement account. Employees are eligible for the Employer's contribution after one (1) year has elapsed since their date of hire and they work not less than one thousand (1,000) hours in that year. To be eligible to receive Employer contributions, the employee must enroll in the plan by completing the enrollment form. Employees who are eligible to receive Employer contributions but who do not enroll in the plan by completing the enrollment form will be auto-enrolled in the plan by the Employer in accordance with the plan documents. There is a five (5) year vesting period.

The Employer's Board of Directors has the discretion to increase or decrease the Employer's contributions to the 403(b) on behalf of the employees at any time, but may not decrease the contribution below two percent (2%).

## **Article 27. MISCELLANEOUS PRACTICES & PROCEDURES**

*Section 27.01 HEALTH & SAFETY.* The Employer agrees to take every reasonable step necessary to provide a healthy and safe workplace. Written inquiries from any employee about workplace safety issues sent to the Director of Human Resources will be responded to in writing within three (3) business days directly to the concerned employee(s), and a copy to any Union steward or Field Representative if requested by the employee. The Employer shall create a form for use by staff to report any health/safety issues. Health and Safety shall be a standing agenda item for the Labor/Management Committee.

*Section 27.02 CELL PHONES.* The Employer will assign cell phones to pre-approved employees, who need to use cell phones for work related reasons, and access to the company cell phone plan. Insurance is not offered by the Employer except as described under phone warranty and employees will be responsible for their assigned phone replacement cost equivalent to what the carrier charges the Employer for phone replacement.

*Section 27.03 AUTOMOBILE AND DRIVER POLICY.* An employee who is an approved driver in accordance with policy established by the Employer will be reimbursed in accordance with such policy. The Employer agrees to include in the policy the following:

- (a) Approved drivers who are required to use their personal automobile in the course of the employee's assigned duties for the Employer shall be reimbursed for such use at the current U.S. Internal Revenue Service mileage reimbursement rate.
- (b) Approved drivers who are required to use their personal automobile in the course of the employee's assigned duties shall carry driver's liability insurance in accordance with law.
- (c) Approved drivers shall be subject to an annual Motor Vehicle Report (MVR) as required by Employer's insurance carrier, such MVR to be paid for by the Employer.

*Section 27.04 PUBLIC TRANSIT.* Employees required to use public transportation in the course of the employee's assigned duties shall be reimbursed for these expenses.

## **Article 28. DISCIPLINE**

*Section 28.01 JUST CAUSE.* The Employer shall not take any disciplinary action against an employee who has completed their initial introductory period, except for just cause. Before taking any disciplinary action, the Employer will thoroughly investigate the alleged employee misconduct. The Employer may place the employee on unpaid leave throughout the investigation if it determines that placing the employee on leave is necessary to protect the health and safety of any person. The Employer shall adhere to the principles of progressive discipline while reserving the right to escalate steps based on the severity of the infraction.

*Section 28.02* DISCIPLINARY REPRESENTATION. The employee shall have the right to request the presence of a Union Steward or alternate at any meeting out of which disciplinary action against the employee may result. No employee shall be disciplined as a result of such a meeting where the employee was denied the presence of a Union Steward. Employees choosing not to have a Union Steward present will sign a statement to this effect.

*Section 28.03* COPIES OF DISCIPLINARY ACTIONS. The Employer agrees that it will give the employee a copy of any written personnel action at the time of such action. Disciplinary actions may be in verbal or written form, but in every event they will be documented in writing. If it is impossible to provide a copy to the employee in person, the Employer will mail a copy to the employee at the employee's last known address (by certified mail, return receipt requested). The Employer shall not utilize earlier written disciplinary actions to support a later disciplinary action unless the employee was provided copies at the time of such actions.

*Section 28.04* OUTDATED DISCIPLINARY ACTIONS. Upon request, the Employer will remove outdated disciplinary actions from an employee's personnel file. An outdated disciplinary action is a disciplinary action that was taken two (2) years or more ago, in which there has been no more recent disciplinary action in a similar category of misconduct, except disciplinary actions taken in categories of serious offenses such as verbal or physical abuse of staff or clients, embezzlement or misuse of client or agency funds, or alcohol or drug abuse, which shall remain in the employee personnel file permanently. Materials that are removed from the employee's personnel file will be maintained by the Employer in a separate, closed file solely for the purpose of arbitration, litigation, defense of any claims, threatened litigation, or responding to court orders or subpoena.

## **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.

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.

## **Article 30. No STRIKE/ No LOCKOUT**

*Section 30.01* NO DISRUPTIONS. During the term of this Agreement, there shall be no strike, work stoppage, slowdown, refusal or failure to perform work, or other concerted disruption of the Employer's operations by the Union, its officers, agents, or members. The Employer shall not lock out any of the employees covered by this Agreement during the term.

*Section 30.02* DISCIPLINE. The Employer may discipline or discharge any employee who engages in activities against the Employer that are prohibited by this Article 30 NO STRIKE/NO LOCKOUT, and such disciplinary action shall be subject to the Grievance Procedure.

## Article 31. MANAGEMENT RIGHTS

*Section 31.01* MANAGEMENT RIGHTS. The Employer retains and reserves to itself, whether exercised or not, all powers, rights, authority, duties and responsibility to direct, manage and control The Arc San Francisco to the extent that they have not been specifically limited, delegated, or modified by the terms of this Agreement.

## Article 32. GENERAL TERMS

*Section 32.01* 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, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall meet and renegotiate any section determined invalid within thirty (30) days.

*Section 32.02* SOLE & ENTIRE AGREEMENT. This Agreement sets forth the complete agreement and understanding of the parties on the subject of wages, hours and terms and conditions of employment.

*Section 32.03* OPPORTUNITY TO NEGOTIATE. The parties signatory hereto acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the complete understandings and agreements arrived at by the parties, after the exercise of said rights and opportunities, are set forth in this Agreement.

**For The Arc San Francisco:**



Stacey Cue



Jonathan Zimman



Charmaine Grays



Kristen Hickey Pedersen



Steve Wallace

**For SEIU Local 1021, CTW:**



Ron Rhone



Chris Cojuangco



Gary Gregerson



Jessica Krieger



Brett Miller



Lisa Redmer



John Stead-Mendez

**SIDE LETTER OF AGREEMENT**

LOCAL 1021, SEIU, CTW

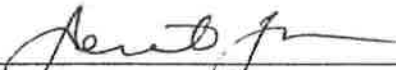
AND

THE ARC SAN FRANCISCO

SAN FRANCISCO, CALIFORNIA

The purpose of this side letter is to confirm the commitment of The Arc San Francisco to update the Employee Expectations document to reflect all employees are expected to conduct themselves in a manner that demonstrates and fosters mutual respect. As such intimidating and/or abusive language and behavior are unacceptable and will not be tolerated.

The Employee Expectations document will be updated no later than December 15, 2016 and distributed to all employees and included in the Employee Handbook.

  
\_\_\_\_\_  
The Arc San Francisco

4/18/2017  
\_\_\_\_\_  
Date



*In Memory of*



**Francesca Rosa**

1954-2016

Author & Activist

Dedicated Employee of The Arc San Francisco (1985 to 2016)

Recipient of the 2016 Walter Slater Award for Outstanding Client Service