COLLECTIVE BARGAINING AGREEMENT

Between

Catholic Charities
St. Vincent's Residential Treatment Services

And

Service Employees' International Union
Local 1021

February 1, 2017 through January 31, 2019

Table of Contents

AGREEMENT 2
SECTION 1 - UNION RECOGNITION 2
SECTION 2 - NO DISCRIMINATION 2
SECTION 3 - MANAGEMENT RIGHTS 3
SECTION 4 - UNION SECURITY 3
SECTION 5 - WAGES 4
SECTION 6 - PROMOTION TO HIGHER CLASSIFICATION 5
SECTION 7 - PENSION PLAN 5
SECTION 8 - HOURS OF WORK AND OVERTIME 5
SECTION 9 - SHIFT PREMIUM 6
SECTION 10 - PAID TIME OFF 6
SECTION 11 – HOLIDAY PAY 8
SECTION 12 - PREGNANCY DISABILITY LEAVE 8
SECTION 13 - FAMILY AND MEDICAL LEAVE 9
SECTION 14 - BEREAVEMENT LEAVE 10
SECTION 15 - LEAVE OF ABSENCE WITHOUT PAY 11
SECTION 16 - PHYSICAL EXAMINATION 12
SECTION 17 - CONTINUING EDUCATION 12
SECTION 18 - PRIVATE USE OF AUTOMOBILE 12
SECTION 19 - HIRING, PROBATION PERIOD AND EVALUATION 13
SECTION 20 - NEW EMPLOYEE ORIENTATION 13
SECTION 21 - PERSONNEL FILES 14
SECTION 22 - STAFFING STANDARDS 14
SECTION 23 - JOB DESCRIPTIONS 14
SECTION 24 - SCHEDULING 15
SECTION 25 - SAFE AND SANITARY WORKING CONDITIONS 15
SECTION 26 - LAYOFF OR REDUCTION IN FORCE 16
SECTION 27 - LETTERS OF RECOMMENDATION 16
SECTION 28 - BULLETIN BOARDS 17
SECTION 29 - SHOP STEWARDS 17
SECTION 30 - LABOR-MANAGEMENT COMMITTEE 17
SECTION 31 - RESIGNATIONS AND DISCHARGES 17
SECTION 32 - MEETING FACILITIES 18
SECTION 33 - VISITS BY UNION REPRESENTATIVE 18
SECTION 34 - GRIEVANCE PROCEDURE 18
SECTION 35 - RETENTION OF RIGHTS 19
SECTION 36 - NO STRIKE - NO LOCKOUT 20
SECTION 37 - INSURANCE PLANS 20
SECTION 38 - TERMS OF AGREEMENT 20
APPENDIX A – WAGE SCALE 22

AGREEMENT

WHEREAS, CATHOLIC CHARITIES ST. VINCENT'S RESIDENTIAL TREATMENT SERVICES (herein after called the "Employer") provides residential treatment services for boys who have emotional and educational problems in four group living units: Hanna, Mitty, Riordan and McKenna Houses and

WHEREAS, the majority of the group care counselors, food service and maintenance staff of CATHOLIC CHARITIES ST. VINCENT'S RESIDENTIAL TREATMENT SERVICES as described above has designated the SOCIAL SERVICES UNION, LOCAL 1021 (herein after called the "Union") as the collective bargaining representative of said staff; and

WHEREAS, THE Union and its members recognize that the Employer is a Roman Catholic organization committed to provide residential treatment services within the framework of Catholic principles and social teachings; and

WHEREAS, the Union and its members recognize that the Employer is supported both by public and private funds and is committed to provide residential treatment services to boys of all faiths, cultures and creeds; and

WHEREAS, the Union recognizes the voluntary, non-profit nature of CATHOLIC CHARITIES CATHOLIC CHARITIES ST. VINCENT'S RESIDENTIAL TREATMENT PROGRAM,

IT IS HEREBY AGREED BETWEEN THE EMPLOYER AND THE UNION AS FOLLOWS:

SECTION 1 - UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all lay employees in the classifications enumerated in the Wage Schedule attached hereto and made part of this Agreement.

SECTION 2 - NO DISCRIMINATION

A. Neither the Employer nor the Union shall discriminate against any employee or applicant on account of race, color, creed, national origin, sex or to the extent prohibited by law, on account of age or physical handicap.

B. The Employer and the Union shall not discriminate against any employee because of Union membership, participation in any activities on behalf of the Union, or lack of membership in the Union. The Union and the employees shall refrain from engaging in activities, which interfere with the normal operation of the Employer.

SECTION 3 - MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer's functions enumerated below: The right to hire and to promote; to make reasonable rules and regulations governing conduct and safety; the right to establish work schedules; the right to determine or modify the Employer's goals and objectives, including the determination or modification of size, the number, location and function of the Employer's organizational units or other activities; the expansion or contraction of the Employer's services generally, or any activity or function specifically; the direction of all staff, including the right to determine work and duty of all staff, including the right to determine work and duty assignments; the recruitment, utilization and assignment of volunteers to assist and supplement the regular staff; the employment on a temporary basis of substitutes for members of the regular staff during their absences (such temporary personnel will not be considered members of the bargaining unit this Agreement); the contracting with consultants and specialists to perform special assignments (work which does not include duties normally performed by the employees in the bargaining unit), it being understood and agreed that the regular staff will cooperate with such consultants and specialists in the performance of their assignments; the right to determine the number of hours worked, the amount of overtime to be worked, if any, and the employees working such overtime; the right to subcontract work; the right to establish, abolish, revise or continue policies except as provided herein; the right to create, increase, modify or abolish jobs and job functions except as provided in this Agreement; the right to supervise employees in the performance of their duties.

SECTION 4 - UNION SECURITY

A. Except as provided herein, all employees subject to this Agreement shall, as a condition of continued employment, become and remain members of the Union. Effective upon the date of the execution of this Agreement, all existing employees subject to this Agreement shall have thirty (30) days to make application for membership in the Union. Thereafter, effective with the date of employment of any new employee subject to this Agreement, any such new employee shall have thirty (30) calendar days to make application for membership in the Union. Those employees who choose not to become members of the Union shall contribute to the United Way of the Bay Area an amount equal to the Union's periodic dues and initiations fees upon statement of personal conviction against Union membership.

B. A statement of personal conviction against Union membership shall be presented to the Union Representative, who shall determine whether such proof supports the employee's contention.

Should there be a dispute between the Employer and the Union Representative, the matter shall be submitted to an independent third party to be agreed upon by the parties, or alternatively to be selected in the manner provided for the selection of an arbitrator under the Grievance Procedure.

C. Upon 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 notice unless thereafter the employee complies with the above requirements within said time period.

D. The Employer shall not be required to discharge any employee if the Employer has reasonable grounds to believe that the Union membership was not available to the employee on the same terms and conditions generally applicable to the other members or if he/she has reasonable grounds to believe that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership.

E. No later than the fifteenth (15) day of each month, the Employer shall provide the Union Office and the designated Shop Steward, in writing, with the name, classification, mailing address and hire date of any employee hired during the previous month, and the name and separation date of any employee separated from employment during the previous month.

The Employer will honor written assignments of wages to the Union for payment of Union dues and initiation fees when such assignments are submitted in a form agreed to by the parties. The Employer will promptly remit to the Union the monies deducted pursuant to such assignments with a form to include the following information: Name, Social Security Number, Pay Period Ending Date, Initiation Fee Amount and Dues Amount.

F. The Union will hold harmless the Employer against any claim which may be made by any person by reason of the deduction of Union fees and periodic dues, including the cost of defending against any such claim.

SECTION 5 - WAGES

A. Minimum wages shall be paid in accordance with the Wage schedule attached hereto (appendix A) and made a part of this Agreement.

B. Payroll period will be semi-monthly or bi-weekly as determined by the employer.

C. The Employer shall furnish to any Employee upon request a current accounting of his accrued Paid Time Off, and if applicable, Long Term Sick Leave.

D. Any employee who is assigned temporarily, in writing, to a higher paid job classification shall be paid during the period of assignment at the wage of the higher classification. Nothing herein shall preclude the Employer from temporarily assigning to a particular employee additional related duty; it being understood that the temporary assignment of said duties does not constitute formal assignment to a higher job classification, unless temporary assignment of additional duties exceeds one hundred and eighty (180) days.

E. Group Counselors, who during the course of employment increase their education level under the Standardized Rate System for the State of California, will advance to the wage level on the Wage Schedule, which reflects their new education level.

Effective February 1, 2017, all wages listed on the wage scale (Appendix A) will increase $.034. The wage increase will be retroactive to February 1, 2017.

All bargaining unit employees will receive a one-time $400 bonus within thirty days of ratification.

SECTION 6 – PROMOTION TO HIGHER CLASSIFICATION

Promotion to Higher Classification Based on Years of Employment

Group Counselors I & II will be promoted to the higher classification with a salary increase that represents at least a 3% increase with the following criteria:

1. Employees must receive a satisfactory rating on the most recent annual performance evaluation.
2. Employees must be employed as a Group Counselor at St. Vincent's for the following years:

    a. At least 2 years of employment to promote the Group Counselor II
    b. At least 4 years of employment to promote to Group Counselor III

Employees who, as of February 1, 2017, are eligible based solely on their years of employment at St. Vincent's will be advanced to the appropriate higher classification effective March 1, 2017.

SECTION 7 – PENSION PLAN

The Employer will make a dollar for dollar match of the employee's contribution up to a maximum of 5% of the employee's semimonthly straight time pay to each employee's individual account in an Employer specified Defined Contribution Retirement Plan providing the employee meets the eligibility requirements of the plan.

If during the term of this Agreement the Employer decides to change the benefits of said pension plan, it will fulfill its legal obligations to meet with the Union and negotiate such changes.

SECTION 8 - HOURS OF WORK AND OVERTIME

A. Except as provided otherwise in the Wage Schedule attached hereto forty (40) hours shall constitute the maximum straight-time workweek. All work performed in excess of forty (40) hours shall be compensated at the rate of time and one half (11/2) the normal straight-time hourly rate in cash.

B. Maintenance employees shall be entitled to two (2) fifteen-minute rest breaks during each eight (8) hour shift at or near the second and sixth hours of each shift. Maintenance workers shall be entitled to a one (1) hour lunch period.

C. One (1) meal period each day, not to exceed one (1) hour in duration shall be excluded from time worked for any Group Counselor scheduled to work a shift, which includes a sleeping period.

D. An employee shall be off duty during uncompensated meal periods. However, if the employee is called back to work during his/her meal period, the employee shall be compensated for the full hour if the employee is unable to take at least a thirty (30) minute meal period or for the actual time worked if the employee has taken a meal period of at least thirty (30) minutes.

E. The Employer shall attempt to the extent that it is practicable to schedule for each employee two consecutive days off each week, unless employee agrees to a different schedule.

SECTION 9 - SHIFT PREMIUM

Maintenance employees required to work a split shift shall be paid a premium of Five Dollars ($5.00) for each such shift worked. A split shift is defined as any work schedule, which is interrupted by non-working periods other than bona fide rest or meal periods.

SECTION 10 - PAID TIME OFF

A. For every straight-time hour worked by all regular employees who work a regularly scheduled shift consisting of 30 or more hours per week and who have completed their probationary period will earn paid time off (PTO) as follows:

STAFF EMPLOYED PRIOR TO JULY 19, 1994

Length of Service	Paid Time Off Hours Earned
Through five (5) years of employment	12.5% of hours worked
Upon completing five (5) years of employment	14% of hours worked

STAFF EMPLOYED AFTER JULY 19, 1994

Length of Service Hours	Paid Time Off Hours Earned
Through five (5) years of employment	8.5% of hours worked
Upon completing five (5) years of employment	14% of hours worked

PTO accrual may be accumulated up to a maximum equal to one and one/half times the employee's annual accrual.

For example:

STAFF EMPLOYED AFTER JULY 19, 1994

Length of Service	Paid Time Off Earned	Example at Full Time (2080 Hours per year)	Paid Time Off Accrual Limit

Through five (5) years of employment	8.5% of hours worked	2080 x 8.5% =	176.8 hours
Upon completing five (5) years of employment	14% of hours worked	2080 x 14% =	291.2 hours

B. Except as provided in (B) below, an employee can take days off with pay, if earned, upon the submission of a written request and approved by his/her supervisor, conflicts shall be resolved by seniority.

C. Time off for reasons other than scheduled vacations or holiday does not require a written request but notification must be given to the employee's supervisor as soon as possible. In cases where sickness exceeds three (3) business days, the employee must support his/her claim of being sick with a doctor's certificate if requested by the employer.

Employees shall submit vacation requests in writing on a quarterly basis according to the following schedule:

Time Off During Months of:	Request Deadline:
June, July or August	April 1
September, October or November	July 1
December, January or February	October 1
March, April or May	January 1

In scheduling vacations, consideration will be given to program needs and the employee's length of service. Vacation requests will be reviewed within two (2) weeks of the quarterly submission date and the employee will receive a written response to their request.

As an exception to the above policy, time off requests submitted during the middle of the quarter will be reviewed routinely and considered in light of program and staffing needs and in light of vacation requests already submitted and approved, conflicts shall be resolved by seniority.

D. Employees may "cash-out" up to the equivalent of forty hours of earned but unused PTO hours at any time so long as they also take at least forty hours of PTO at the same time. Employees will only be allowed to "cash-out" the equivalent of forty hours of PTO per twelve month period calculated from the last requested "cash-out". Payments of "cash-out" PTO can be made with the employee's regular payroll check issued on scheduled payroll dates prior to the scheduled vacation providing the request is approved and submitted to the payroll department in a timely manner. Employees who use PTO for vacation purposes will receive their PTO with their regularly scheduled paycheck in which the vacation falls.

E. All employees employed prior to July 1, 1994 who have accrued vacation time shall have that time converted directly into PTO based on the prior wage scale.

F. All employees employed prior to July 1, 1994 who have accrued unused sick leave shall have that time covered directly into a long-term disability account. Payment from this account will be given

in cases where the employee is hospitalized or is disabled for more than one (1) week and shall be net of State disability insurance and Worker's Compensation benefits.

G. Employees who have worked less than six months can borrow up to six months Paid Time Off earnings. No additional PTO can be used until the borrowed amount has been repaid. Borrowed PTO will be "repaid" as PTO and is earned through subsequent hours of work.

H. **Care for Family:** An employee may use his/her paid time off for the purpose of caring for an ill spouse, child, parents, other relatives or persons in the employee's household for whom the employee is responsible. Paid time off may be used for physical or emotional illness including related appointments.

I. **Integration of Benefits:** If an employee is eligible for basic weekly benefits under the California State Disability program or the California Workers' Compensation Insurance program, the Employer shall, at the employees request, pay to the employee the difference between such benefits and the employee's regular salary so that the employee will continue to receive an amount which is equal to regular salary, provided that such differential payments by the Employer shall not exceed, in the aggregate, the total amount of accumulated paid leave of the employee. Payments received from the State of California in the form of weekly benefits shall not be charged against the employee's accumulated paid leave.

J. **Jury Leave:** An employee who is summoned for and serves on jury duty shall receive the necessary leave and shall be paid the difference between his/her regular salary and the amount received by him/her as jury fees, for a maximum of fifteen (15) workdays.

SECTION 11 – HOLIDAY PAY

Employees who work New Year's Day, Dr. Martin Luther King Jr. Day, Presidents Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Eve and Christmas Day will be compensated at the rate of time and one half (1 ½) the normal straight time hourly rate for all hours worked on each day.

SECTION 12 - PREGNANCY DISABILITY LEAVE

A. Leave Available: An employee disabled due to pregnancy, childbirth or related medical conditions may take up to four (4) months pregnancy disability leave. As an alternative, the Employer may transfer the Employee to a less strenuous or hazardous position if the employee so requests, with the advice of her physician, if the transfer can be reasonably accommodated.

B. Notice of Certification Requirements: Employees requesting to take a pregnancy disability leave must notify the Employer with reasonable advance notice. In addition, employees must provide the Employer with a certification from a health care provider establishing that the leave is medically required.

C. Compensation During Leave: Pregnancy disability leaves are without pay. Any employee, at her option, may elect to use some or all of her accrued Paid Time Off, or Long-Term Sick Leave, if available.

D. Benefits During Leave: If the Employee taking pregnancy disability leave is eligible under federal or state family and medical leaves laws, the Employer will maintain group health insurance coverage for up to a maximum of 12 work weeks if such insurance was provided before the leave was taken and on the same terms as if the Employee had continued to work.

In some instances, the Employer may recover premiums it paid to maintain health coverage for an Employee who fails to return to work following pregnancy disability leave. If the Employee is not eligible under federal and state family and medical leave laws, employees on pregnancy leave will receive continued paid coverage on the same basis as employees taking other leave.

E. Employees on pregnancy disability leave who do not receive paid coverage, or whose paid coverage ceases after 12 work weeks, may continue their group insurance coverage through the Employer in conjunction with federal COBRA guidelines by making monthly payments to the Employer for the amount of the relevant premium. Employees should contact the Human Resources Department for further information.

F. Reinstatement: Upon three (3) weeks' notice of her intent to return to work, the Employee shall be immediately reinstated in her former classification at her former pay step.

SECTION 13 - FAMILY AND MEDICAL LEAVE

A. The Employer will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser benefit will be granted than those set forth in such state or federal laws. Employees will be eligible for the most liberal benefits available under either state or federal law.

B. Employees should contact the Human Resources Department as soon as he or she becomes aware of the need for a family and medical leave.

C. Employee Eligibility: To be eligible for family and medical leave benefits, an Employee must (1) have worked for the Employer for a total of at least twelve (12) months; (2) Have worked at least 1,250 hours over the previous twelve (12); and (3) Work at a location where at least 50 employees are employed by the Employer for 20 or more weeks per year within a 75-mile radius. It is also understood that St. Vincent's Residential Treatment Services and its parent entity, Catholic Charities, is an "integrated employer" as defined by Federal and State Family Medical Leave Law.

D. Leave Available: Eligible employees may receive up to a total of 12 work weeks of unpaid leave during a 12-month period for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse, child or parent)

with a serious health condition; (3) to take a medical leave when the employee is unable to work because of a serious health condition.

E. Under some circumstances, employees may take family and medical leave intermittently - which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

F. Pregnant employees may be able to take family leave in addition to pregnancy disability leave. This leave is provided in addition to the four months pregnancy disability leave provided by Section 9. Such employees should contact the Human Resources Department regarding their individual situation.

G. Notice and Certification: Employees seeking to use family and medical leave may be required to provide:

1. Thirty (30) days advance notice when the need for leave is foreseeable;
2. Medical certificate (both prior to leave and prior to reinstatement);
3. Periodic recertification;
4. Periodic reports during the leave.

H. When leave is needed to care for an immediate family member or the employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as to not unduly disrupt the Employer's operation.

I. Compensation During Leave: Family and medical leave is unpaid. The Employer may require an employee to use accrued paid leave to cover some or all of the leave.

J. Benefits During Leave: The Employer will maintain group health insurance coverage for an employee on family or medical leave for up to 12 work weeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the Employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work following family or medical leave.

K. Job Reinstatement: Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. In addition, an employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using such leave.

L. Unlawful Acts: It is unlawful for the Employer to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for the Employer to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of any involvement in any proceedings related to family and medical leave.

SECTION 14 - BEREAVEMENT LEAVE

A. Regular full-time employees who wish to take time off due to death of an immediate family member should notify their supervisor immediately. Up to three days (five days if out of state or if mileage exceeds 200 miles) of paid bereavement leave not to exceed 8 hours per day will be provided to eligible employees. (These three or five days will not be counted against accrued PTO time).

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor's approval, use any available paid leave for additional time off as necessary.

B. The Employer defines "immediate family" as the employee's spouse, registered domestic partner, parent, child, sibling; the employee's mother or father-in-law, the employee's stepchild; or the employee's grandparents or grandchildren.

SECTION 15 - LEAVE OF ABSENCE WITHOUT PAY

A. Any employee who works a predetermined schedule of eighty (80) hours per month or more, with one (1) or more years of service with the Employer, may make application for a leave of absence without pay. Such application shall be in writing and shall be granted for periods of up to six (6) months in all cases of verifiable medical needs for convalescence, and may be granted for periods of up to one (1) year in all other cases. Convalescent leave may also be extended for an additional six (6) months upon application of the employee to the Employer. Medical convalescence leave is to run concurrently with Family and Medical Leave.

B. Any employee on leave pursuant to this Section shall give at least three (3) weeks prior notice to the Employer of his or her intent to return to active status. The Employer shall than reinstate the employee in his or her former wage step in the next available position in his or her former classification. Any employee on leave of absence pursuant to this Section shall not have his or her anniversary date adjusted when such leave of absence is less than thirty (30) days duration. Any employee on leave of absence by reason of accident, industrial or otherwise, shall not have his or her anniversary dated for purposes of this Agreement when the leave of absence is less than six (6) months duration.

C. The Employer supports those individuals who serve in the Armed Forces of the United States Reserves and the State's Military organizations. The Employer provides leaves for service in the military. In order to obtain a leave for military service, an employee must notify his or her supervisor immediately upon learning when he or she will enter the reserve or start training.

D. **Leave to Attend Child's School** (CA) – Employees in California can take up to 40 hours each year (eight hours per month), per child, to visit their child's, custodial child's or grandchild's school. The time off for school activity participation cannot exceed eight hours in any calendar month or a total of 40 hours each school year, per child. Employees planning to take time off for school visitations must provide as much advance notice as possible to their manager and they must provide documentation from the school to their manager verifying participation in the school activity. Also, if an employee who is the parent or legal guardian of a child facing suspension from school is summoned to school to discuss the

matter, the employee should alert his/her manager as soon as possible before leaving work and is allowed that time off. No discriminatory action will be taken against an employee who takes time off for this purpose. Employees must use Paid Time Off in order to receive compensation for this time off, otherwise it is without pay.

E. **Benefits while on leave without pay.**

1. Insurance Programs

a. The Agency will maintain group insurance coverage for an employee who takes a leave as provided under applicable state and federal law. The Agency's contribution for such coverage will be the same as though the employee was continuing at work.

b. Except as provided above, the Agency's contribution for health and dental insurance coverage ceases when the employee is no longer in a paid status. The employee may, however, elect to continue coverage at his/her own expense in accordance with applicable law (COBRA). In this case, the employee must remit the COBRA continuation premiums to the COBRA carrier.

2. Accrued Rights

Authorized leaves of absence for any purpose shall not affect previously accumulated rights and benefits. An employee on leave of absence as provided in this section by reason of sickness or injury extending beyond the limits of accrued sick leave or maternity leave shall not have his/her employment date adjusted for the purpose of this Agreement when the leave of absence is less than six (6) months.

SECTION 16 - PHYSICAL EXAMINATION

The Employer shall bear the cost of any physical examination which shall be required by the Employer after hiring to the extent not reimbursed by the employee's health plan.

SECTION 17 – CONTINUING EDUCATION

The employer will pay the full cost of training which is taken at the employer's request. No employee shall suffer a reduction in salary for time spent taking such training.

SECTION 18 - PRIVATE USE OF AUTOMOBILE

No employee covered by this Agreement shall use his/her personal automobile in the course of duties to transport children. The Employer will reimburse employees who use their personal vehicle on approved agency business for the full cost of any parking fee, or toll and shall reimburse the employee for mileage at the rate of prevailing Internal Revenue Service mileage rate.

SECTION 19 - HIRING, PROBATION PERIOD AND EVALUATION

A. In the event of a vacancy or other need for additional staff, the Employer shall advertise for applicants, if necessary. The Employer shall determine the suitability of the applicants and decide who shall be hired. In making such determinations, the Employer shall consider input from employees within the affected organizational unit.

B. Each new employee shall serve a probationary period of at least four (4) months. During such period, such new employee shall be entitled to at least one (1) written performance evaluation. Such evaluation shall set forth the employee's strengths and weaknesses and such concrete recommendations for the improvement as are indicated. In cases of marginally satisfactory performance, the Employer may extend the probationary period in increments of thirty (30) days up to ninety (90) days with a written performance evaluation provided with each extension. Probationary employees shall have no right under Section 28, Grievance Procedure, on any matter relating to discharge.

C. At such time as the Employer establishes the Shift Leader position on an permanent basis, any former Group Senior Counselor then employed will be offered this new position. Remaining openings will be filled through the normal hiring process and current employees can request to be considered. Shift Leaders shall serve an evaluation period of at least ninety (90) calendar days. In cases of marginal satisfactory performance, the Employer may extend the evaluation in increments of thirty (30) calendar days up to an additional sixty (60) calendar days with a written performance evaluation provided with each extension. Removal of an employee from the Shift Leader position during his or her evaluation period shall be subject to the Grievance Procedure. Any employee promoted to this position that is not retained, as Shift Leader upon completion of his or her evaluation period shall be returned to a Group Counselor position.

D. Each employee shall obtain a Class B License in order to successfully pass the probationary period.

E. All job openings for bargaining unit positions shall be posted for at least one (1) week in the Main Office. Current employees shall be considered first for openings; provided, however, that management shall have the exclusive judgment of qualification for job opening.

SECTION 20 – NEW EMPLOYEE ORIENTATION

The Union will be sent a schedule of the Agency's new employee orientation sessions. Employees will be granted thirty (30) minutes paid time for the purpose of attending any orientation session presented

by the Union during the Employer sponsored orientation sessions. At the time of hire, the Employer will provide each new employee hired within a Union job classification, with a copy of the application for membership in the Union and information regarding Union membership, which the Union shall furnish to the Employer.

SECTION 21 – PERSONNEL FILES

A. Inspection: Employees or, with written authorization, their Union Representative, shall have the right to inspect their personnel file during regular business hours in the presence of the Director of Human Resources, or his/her designee. The Employer shall grant access to the file within two (2) business days from the time of the request. Only one (1) official personnel file shall be maintained for each Employee.

B. Filing Procedure: Material relating to performance placed in the personnel file shall be signed and dated by the author. Copies of any material to be placed in an employee's personnel file shall be provided to the employee before such material is placed in the file. Anonymous material shall not be placed in the personnel file.

C. Answer and Reproductions: The employee shall have the right to answer any material filed and this answer shall be attached to the file copy. Such material shall not be used exclusive of this answer. An employee, upon request, shall receive a copy of any material placed in the personnel file.

D. Incorrect Material: Material will be removed or otherwise deleted from the personnel file in the event an employee and the Employer agree that the material is incorrect or it is determined to be incorrect as a result of a Grievance decision.

E. Release of Information: Without written authorization of the employee, the Employer will only release the date of employment and job title in response to any employee reference inquiries.

SECTION 22 - STAFFING STANDARDS

It is the express intent of the parties that volunteers may be used to perform supplemental services. In so using volunteers, they may be assigned the duties of any classification covered by this Agreement.

SECTION 23 - JOB DESCRIPTIONS

A. A complete job description shall be given to each employee at the time of hire or upon promotion or transfer to another job.

B. New or revised job descriptions and the proposed salary shall be made available to the affected employee(s), if any, and the Union at least thirty (30) calendar days prior to the effective date of the change or the establishment of a new job.

C. In the event a new or revised job description significantly changes the workload or responsibilities of a bargaining unit position, the parties agree to negotiate. In no event shall an employee have his/her wages or benefits reduced as a result of a job description adjustment.

D. If, after reasonable efforts, the parties are unable to reach agreement pursuant to Paragraph C of this Section, the matter will be referred to an arbitrator in accordance with the Grievance Procedure. The arbitrator's authority shall be limited to determining the appropriate wage rate.

SECTION 24 - SCHEDULING

A. The Employer shall establish work schedules for each organizational unit.

B. It shall be the responsibility of each employee subject to this Agreement to give reasonable notice to his or her organizational unit of his or her prospective absence from all, or any part of, a scheduled shift. Except in cases of emergency, any such employee who fails to provide reasonable notice prior to the commencement of a scheduled shift or prior to his or her time of departure, if such departure is after the beginning of a shift, shall be ineligible for paid leave of any kind under this Agreement for the duration of such scheduled shift.

C. The Employer shall recruit and maintain a sufficient number of qualified "on call" employees to insure that all units shall be staffed pursuant to the standards set forth in this Agreement in the event of an absence for any reason of any regular staff. Each organizational unit shall be provided with a current list of names and phone numbers for such "on-call" employees.

SECTION 25 - SAFE AND SANITARY WORKING CONDITIONS

A. It is recognized that the Employer does provide safe and sanitary working conditions. Consistent with this well-established practice, the Employer acknowledges that it is its duty to maintain a safe and healthful work place. Likewise, it shall be the duty of each employee to comply with all reasonable health and safety regulations of the Employer. The employee must report to the Employer any unsafe working conditions. If the Employer fails to correct such conditions within a reasonable period of time, the employee may then submit the matter for resolution to the Grievance Procedure.

B. Two-Way radios: The Employer agrees to provide and maintain a minimum of thirteen (13) Two-Way radios to be available at all times for residential employees use. All residential employees shall be responsible for the security and maintenance of the radios by keeping the radios on their person

when in use or in the charging dock located in the locked supervisor/staff office of their respective houses when not in use.

Each house shall have two working radios at any given time. Staff must immediately notify the supervisor of the house or the on-call supervisor if a radio is unaccounted for or damaged, or if there is a need for an additional radio.

SECTION 26 - LAYOFF OR REDUCTION IN FORCE

A. There shall be no layoff except by reason of lack of work or budgetary reasons. The Employer shall provide six (6) weeks' notice of any intended layoff to all affected employees or pay in lieu thereof, except in such cases where the Employer receives less than six (6) weeks' notice from a funding source of a cutback in financial support which is the cause of the layoffs and in such cases the Employer shall provide affected employees reasonable notice. The employee shall have the right to terminate their employment prior to the end of the six weeks, if he/she so wishes providing there is no harm to the organization. The early departure will be treated as a layoff and the pay in lieu of notice will be waived

Layoffs or reductions in force shall be in order of seniority in a classification, with the employee with the least seniority being laid off first. Recalls shall be accomplished in inverse order of layoff. Any employee recalled following layoff shall retain all credit for service from the date of hire but excluding the period of layoff and shall be entitled to accrue benefits under this Agreement, upon recall, on the basis of seniority.

B. In the event of a layoff or reduction in force appears to be necessary to the Employer; the Union shall be provided the opportunity to explore alternatives to layoff with the Employer prior to such layoff.

C. Employer may retain in exception to the above any employee whose layoff would have an adverse impact on the Employer's Affirmative Action Program as well as any employee whose skills are special and unique and are essential to the maintenance to any program or service.

D. If a layoff occurs and the laid off Employee is enrolled in one of the Employer's Group Medical Plans, the Employer shall make the employee's first month COBRA contribution equal to the employee only cost of the plan the Employee was enrolled in at the time of termination. There is no benefit for those employees not enrolled in Employer Group Medical Coverage.

SECTION 27 - LETTERS OF RECOMMENDATION

The Employer shall respond to any request for a letter of recommendation with a statement of the employee's dates of service and classification only. More complete letters of reference shall be provided only with the specific authorization, in writing, of the separated employee.

SECTION 28 - BULLETIN BOARDS

The Employer shall make available a space in all work areas frequented by employees covered by this Agreement for the posting of official notices and announcements of the Union. Such material shall be posted by the Shop Stewards and shall be removed when it is no longer timely.

SECTION 29 - SHOP STEWARDS

The Union may designate four (4) employees as Shop Stewards. It is agreed by the parties that the Shop Stewards shall assist in the enforcement of all aspects of this Agreement, including the adjustment of grievances. It is agreed that the Shop Stewards shall be allowed reasonable work time necessary to carry out his or her official duties. The Union shall notify the Employer of the identity of the currently designated Shop Stewards or any changes thereof.

SECTION 30 - LABOR-MANAGEMENT COMMITTEE

The Union and Employer agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management committee shall be established and shall be composed of two (2) management representatives, two (2) employee representatives of the bargaining unit and union representative(s). The Committee shall meet four times a year unless both parties mutually agree to change the frequency. At the request of either party, the Committee shall meet on paid time (not to exceed two hours) at a mutually agreed upon time to address topics of mutual interest and concern.

SECTION 31 - RESIGNATIONS AND DISCHARGES

A. A voluntary termination is the instance in which an employee resigns. Such resignation shall be submitted to the employer in accordance within the time period covered below in order to allow the Employer adequate time to find a suitable replacement.

1. Group Counseling Staff: Three (3) weeks in advance of the termination date.
2. All Other Employees: Two (2) weeks in advance of the termination date.

B. The Employer shall not discontinue the services of any employee except for just cause other than as provided in Section 22. The Employer agrees to advise the employee and Union, in writing, of the discharge and the reasons therefore. The Union shall have the right to question the propriety of the

Employer's action resulting in discharge as provided in the grievance procedure. If the employee is subsequently exonerated, he or she shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages unless the Union and the Employer or the Arbitrator determines otherwise. All earned, but unused Personal Time Off (PTO) shall be paid to the employee upon termination.

C. Any employee may request Union representation in a meeting the purpose of which is to impose discipline.

SECTION 32 - MEETING FACILITIES

The Employer agrees to make available meeting facilities for the use of the Union upon twenty-four (24) hours written notice by the Union as long as adequate facilities are available.

SECTION 33 - VISITS BY UNION REPRESENTATIVE

A duly authorized representative of the Union shall be permitted to enter the Employer's building and grounds at reasonable times for the purpose of observing whether this Agreement is being observed or to investigate complaints of employees, provided that the Union representative advises the Human Resources Director or his or her designee immediately upon entering the buildings or grounds and confines his or her visit to public areas of the facility. The privilege shall be exercised reasonably and shall not disrupt the work of employees and his or her supervisor or other Employer representative in connection with a complaint or problem concerning the employee during working hours. The Union shall promptly advise the Human Resources Director or his or her designee of the nature of the assigned Union Representative.

SECTION 34 - GRIEVANCE PROCEDURE

A. Definition: A grievance is defined as a claim or dispute by any employee, the Union or the Employer concerning the interpretation, application or alleged violation of this Agreement including but not limited to any claim or dispute relating to discipline or discharge.

B. First Step: Any grievance shall, within ten (10) working days of the occurrence of the grievance or date of discovery thereof, be taken up orally by the grievant and his/her representative if desired and the appropriate corresponding party (immediate supervisor, Program Director, the Union) in an attempt to settle the matter.

C. Second Step: If the grievance is not settled under the first step, it shall be reduced to writing within twenty (20) working days after occurrence of the grievance or date of discovery thereof. Such written grievance shall contain a clear statement of the nature of the grievance, citing applicable contract provisions, the date of occurrence of the nature of the grievance, citing applicable contract provisions, the date of occurrence of the action upon which the grievance is based, the proposed solution to the grievance, the date of execution of the grievance letter and the signature of the grievant. The grievance should be filed with the opposing party, whether it is the Union Representative or the Human Resources Director within said time period.

1. The opposing party will have five (5) working days after the written grievance has been filed to schedule a meeting with the Union, Human Resources Director or designee and the Program Director to resolve the matter or respond in writing.

2. Within five (5) working days after such meeting, the non-grieving party shall provide a written response.

D. Within fourteen (14) working days after the written grievance has been filed, any party wishing to proceed with the grievance may then elect to submit the matter to mediation before an FMCS mediator.

E. Arbitration: If the matter is not resolved at step two, the grievance may be referred to arbitration. The request for arbitration must be made in writing within thirty (30) working days after the completion of the mediation process.

1. 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 arbitrator shall have no authority to amend, add to, or subtract from or change the scope of the terms of this Agreement, and may only consider grievances submitted pursuant to this Agreement. The determination of the arbitrator shall be final and binding upon the parties.

2. It is the intention of the parties in cases where the potential financial liability of either party accumulates with time that grievance and arbitration procedures, including the issuance of opinions, are expedited. Should either party delay the processing of a grievance, the other party shall not accumulate any financial liability during the period of delay.

F. Time limits may be extended or waived only by mutual agreement of the parties. If either party fails to respond within the specified period of time without such extension or waiver, such party forfeits the grievance. Forfeiture shall be binding on the Union and the Employer.

SECTION 35 - RETENTION OF RIGHTS

The Employer has reserved all rights not otherwise abridged by the terms of this Agreement. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject

or matter. Therefore, the Employer and the Union each agree that the other shall not be obligated to bargain on any subject during the life of this Agreement.

SECTION 36 - NO STRIKE - NO LOCKOUT

A. The parties agree that, for the term of this Agreement, the Union shall not picket or engage in a strike, work stoppage or other concerted action against the Employer, and the Employer shall not engage in a lockout of employees; provided, however, that no employees shall be required to cross a duly sanctioned, legal picket line of another labor organization.

B. If the Union or the Employer should violate this Section, the other party shall be entitled to proceed to the Superior Court of the State of California for the County of Marin to obtain appropriate relief, including, but not limited to, injunctive relief, damages and attorney's fees.

SECTION 37 - INSURANCE PLANS

A. Contributions: All employees employed as of May 1, 2003, and regularly scheduled to work thirty (30) hours, or more, per week are eligible to participate in the Flexible Spending Plan. The employer will contribute a set amount per month to each employee's individual Flexible Plan.

Insurance plans will be negotiated between SEIU Local 1021 and Catholic Charities separate from this contract.

B. Life Insurance: The employer shall provide life insurance to employee's who are regularly scheduled to work thirty (30) hours or more per week, subject to the limitations of the insurance carrier, in the amount of one times the employee's annual salary beginning on the first day of the month following completion of thirty (30) day's service.

C. Plan Menu: The Plan Menu is as negotiated between SEIU Local 1021 and Catholic Charities, separate from this contract.

SECTION 38 - TERM OF AGREEMENT

A. This Agreement, except for Section 30. Insurance Plans (see note below), shall remain in full force and effect from February 1, 2017 to and including January 31, 2018, and shall continue thereafter from year to year unless at least ninety (90) days' notice to terminate, change or modify the Agreement is served by either party upon the other prior to February 1, 2019 or prior to the February 1 of any subsequent year.

There shall be a wage opener at the end of the first year, January 31, 2018.

Note: Insurance plans (health plan offerings) will be negotiated between SEIU Local 1021 and Catholic Charities separate from this contract.

B. In the event that the parties do not wish to terminate the Agreement but desire to negotiate changes or modifications, the Agreement shall continue in effect and no party shall be free to engage in economic actions in the absence of a bona fide impasse in negotiations.

SIGNED this 13th day of April, 2017

FOR THE EMPLOYER

Catholic Charities
St. Vincent's Residential
Treatment Services

Marilyn Lovelace-Grant, Director of HR

Dan Gallagher, Program Director

FOR THE UNION

SEIU 1021

Michael Viloria, SEIU Field Representative

David Brown, Employee Representative

Lisa Maldonado, Area Director

John Stead-Mendez, Executive Director

APPENDIX A – WAGE SCALE

February 1, 2017 to January 31, 2019

St. Vincent's Residential Treatment Program
Wage Scale

February 1, 2017

TITLE	Step Zero	Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven
GROUP COUNSELOR I	13.69	14.26	14.91	15.52	16.17	16.83	17.49	18.15
GROUP COUNSELOR II	14.32	14.94	15.55	16.17	16.82	17.49	18.14	18.78
GROUP COUNSELOR III	14.84	15.43	16.06	16.71	17.35	18.00	18.65	19.30

TITLE	Step Zero	Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven
MAINTENANCE WORKER I	13.40	13.84	14.49	15.04	15.56	16.09	16.61	17.25
MAINTENANCE WORKER II	13.96	14.54	15.14	15.72	16.25	16.81	17.31	17.94
MAINTENANCE WORKER III	14.57	15.15	15.79	16.42	16.93	17.49	17.99	18.52

Group Counselor I: No College Degree
Group Counselor II: Bachelor's Degree, Non-Behavioral Science
Group Counselor III: Bachelor's Degree, Behavioral Science