

Agreement Between

LOCAL 1021

CATHOLIC CHARITIES

and the

LOCAL 1021

**SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW**

SEIU

Stronger Together

Effective July 1, 2018 through June 30, 2021

KNOW YOUR RIGHTS



The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. This is called your **Weingarten Right**.

1. You must request that a Union representative be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting, and a right to consult with your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union representative is requested and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, you may want to consider not answering questions and instead taking notes.

Read this statement to management:

"If this discussion could in any way lead to my being disciplined, I request that my Union representative, officer or steward be present at the meeting. Without representation, I choose not to answer any questions. This is my Weingarten right."

TABLE OF CONTENTS

ARTICLE 1.	UNION RECOGNITION	1
ARTICLE 2.	UNION SECURITY, DUES CHECK-OFF AND NOTIFICATIONS	1
ARTICLE 3.	STEWARDS	3
Section 1.	Stewards	3
Section 2.	Steward Training	4
Section 3.	New Employee Orientation	4
ARTICLE 4.	UNION REPRESENTATIVE	4
Section 1.	Union Field Representative	4
Section 2.	Notification	4
ARTICLE 5.	BULLETIN BOARDS	4
ARTICLE 7.	VIOLENCE IN THE WORKPLACE	5
ARTICLE 8.	INTRODUCTORY PROBATIONARY PERIOD	5
Section 1.	Introductory Probationary Period	5
Section 2.	New Employee Midpoint Evaluation	6
Section 3.	New Employee Final Evaluation	6
ARTICLE 9.	TERMINATIONS	6
Section 1.	Voluntary Termination	6
Section 2.	Involuntary Termination	6
ARTICLE 10.	DISCIPLINE AND DISCHARGE	6
Section 1.	Progressive Discipline	6
Section 2.	Notification	7
Section 3.	Right to Attach Rebuttal	7
ARTICLE 11.	GRIEVANCE PROCEDURE	7
Section 1.	Discipline and Contract Interpretation	7
Section 3.	Procedure	8
Section 4.	Expedited Arbitration	9
ARTICLE 12.	DIGNITY AND RESPECT	10
ARTICLE 13.	PERSONNEL FILES	10
Section 1.	Inspection	10
Section 2.	Filing Procedure	10
Section 3.	Answer and Reproductions	10
Section 5.	Disciplinary Notices	11
ARTICLE 14.	LETTERS OF RECOMMENDATION	11
ARTICLE 15.	PROMOTIONS AND TRANSFERS	11
Section 1.	Job Postings	11
Section 2.	Request for Promotion	11
Section 3.	Career Ladders	12
Section 4.	Internal Transfer Policy	12
Section 5.	Procedure for Involuntary Transfers	12
Section 6.	Hostile Work Environment Transfer	12
ARTICLE 16.	JOB DESCRIPTIONS	13

Section 1.	Additional Position and/or Revisions	13
Section 2.	New or Revised Job Description.....	13
ARTICLE 17.	SENIORITY.....	13
ARTICLE 18.	LAY OFF / REDUCTION IN FORCE.....	14
Section 1.	Notice to the Union.....	14
Section 2.	Notice to Employee	14
Section 3.	Fund Raising	14
Section 4.	Medical Coverage.....	14
Section 5.	Layoff Procedure	15
2.	Voluntary Layoffs	15
Section 6.	Layoff Appeal Procedure	16
Section 7.	Recall	17
Section 8.	Program Phase Out	17
ARTICLE 19.	CATEGORIES OF EMPLOYEES	17
Section 1.	Non-Exempt Employees	17
Section 2.	Categories of Employees.....	17
Section 3.	Use of Volunteers.....	18
ARTICLE 21.	HOURS OF WORK AND OVERTIME.....	18
Section 1.	Normal Work Schedule	19
Section 2.	Increase, Decrease or Change in Work Schedule	19
Section 3.	Breaks	19
Section 4.	Overtime.....	19
Section 5.	Minimum Call	19
Section 7.	Alternate Work Schedules.....	20
ARTICLE 22.	RESIDENTIAL PROGRAMS.....	20
ARTICLE 23.	LEAVE OF ABSENCE	20
Section 1.	Discretionary Leave	21
Section 2.	Jury Leave	21
Section 3.	Military Leave	21
Section 4.	Family and Medical Leave	21
Section 5.	Benefits while on leave without pay.....	22
ARTICLE 24.	SICK LEAVE.....	22
Section 1.	Accrual.....	22
Section 2.	Reporting Illness.....	23
Section 3.	Doctor's Excuse Requirements	23
Section 4.	Care for Family	23
Section 5.	Bereavement Leave.....	23
Section 6.	Special Arrangements	24
Section 7.	Leave Accruals	24
Section 8.	Integration of Benefits	24
Section 9.	Holiday on Paid Sick Leave	24
Section 1.	Scheduled Holidays	25
Section 2.	Premium Pay for Work on a Holiday.....	25
Section 3.	Holiday Pay for Employees in Residential Facilities	25

Section 4.	Holiday Pay Eligibility	25
Section 5.	Scheduling Holidays for Employees in Residential Facilities.....	25
Section 6.	Holiday Coverage	25
ARTICLE 28.	VACATION.....	26
Section 1.	Accrual Rates.....	26
Section 2.	Vacation Pay Out.....	26
Section 3.	Vacation Scheduling.....	27
Section 4.	Holidays that Fall During Vacation.....	27
Section 5.	Illness While on Vacation	27
Section 6.	Vacation Accrual While on Leave.....	27
Section 7.	Usage during the First Six Months	27
ARTICLE 29.	SALARIES.....	28
Section 1.	Salary Step Schedule	28
Section 2.	Pay Days	28
Section 3.	Acting Assignment Pay.....	28
Section 4.	On-Call Pay	29
Section 5.	Night Shift Premium.....	29
Section 6.	Medication Assis Premium.....	29
Section 7.	Special Pay Provision.....	30
Section 8.	Salary Upon Promotion	30
Section 9.	Advance Step Merit Pay	30
Section 10.	New Classifications.....	30
Section 11.	Salary Upon Demotion	31
Section 12.	Reduction in Wages.....	31
Section 13.	Additional City Funds	31
ARTICLE 30.	CELL PHONE STIPEND.....	31
ARTICLE 31.	COMMUTER BENEFITS	31
ARTICLE 32.	CONTINUING EDUCATION.....	31
Section 1.	Employer Request	31
Section 3.	State Licensure	32
ARTICLE 33.	VEHICLE USAGE POLICY.....	32
ARTICLE 34.	HEALTH INSURANCE PLAN	33
ARTICLE 35.	DEFINED CONTRIBUTION RETIREMENT PLAN.....	36
ARTICLE 36.	ANNUAL PHYSICAL AND FINGERPRINT CHECKS.....	36
ARTICLE 37.	HEALTH AND SAFETY.....	37
Section 1.	Equipment.....	37
Section 2.	Health and Safety Training.....	37
Section 3.	Whistleblower Protection	37
Section 4.	Pest Control.....	37
ARTICLE 38.	EVALUATIONS.....	38
ARTICLE 39.	MANAGEMENT RIGHTS.....	38
ARTICLE 40.	LABOR-MANAGEMENT COMMITTEE	39
ARTICLE 41.	NO STRIKE NO LOCKOUT	39
ARTICLE 42.	SAVINGS CLAUSE	39

ARTICLE 43. NOTICE 40
ARTICLE 44. TERMS OF AGREEMENT 40
SIGNATURE PAGE..... 42
APPENDIX "A" – PAY SCALES..... 43
APPENDIX "B" 44

**AGREEMENT
BETWEEN
SEIU LOCAL 1021
AND
CATHOLIC CHARITIES CYO**

PREAMBLE

The Union and its members recognize that the Employer is an official organization of the Roman Catholic Church committed to provide social services within the framework of Catholic principles and social teachings and to contribute to the development of those teachings and principles through its approach to emerging social problems and issues.

The Employer and its agents recognize that Service Employees International Union, Local 1021, is a democratic organization dedicated to providing workers with effective representation in their dealings with their employers and to the advancement of the social, economic and political interests of its members and the working class.

AGREEMENT

This Agreement is made and entered into this 1st day of July 2018 by and between SERVICES EMPLOYEES INTERNATIONAL UNION Local 1021 (hereinafter called the “Union”) and CATHOLIC CHARITIES CYO OF THE ARCHDIOCESE OF SAN FRANCISCO for facilities located in San Francisco and San Mateo (hereinafter called the “Employer”).

ARTICLE 1. UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all full time and regular part time Employees excluding all managerial personnel, confidential Employees and supervisors as defined by the Act. The Employer will recognize the Union as the exclusive representative of all full time regular and part time Employees excluding all Employees who are managerial, confidential or supervisors as defined by the Act; provided, however, the Employer will not recognize the Union as the exclusive bargaining agent for those Religious Employees who decide not to join the Union or who withdraw from membership in the Union as set forth in Article 2, section a. 3.

ARTICLE 2. UNION SECURITY, DUES CHECK-OFF AND NOTIFICATIONS

A. Each Employee hired on or before the effective date of this Agreement, and each Employee hired during the term of this Agreement, will, within thirty-one (31) calendar days of ratification or hire, as a condition of continued employment:

1. Become and remain a member of the Union in good standing; or

2. Commence and continue to tender to the Union a Service Fee equal to the periodic dues uniformly required as a condition of membership in the Union, or
3. Make an equivalent monthly monetary contribution to a non-profit charitable institution of their choice. This option is available only to Employees who demonstrate a sincere religious conviction against supporting a Union, i.e., membership in one of the faiths that traditionally objects to Union membership.

Membership in the Union will not be a condition of employment for Religious Employee's. Religious Employees may, at their sole discretion, become members of the Union. Religious Employees may resign from the Union during the ninety (90) day period immediately prior to the expiration date of this Agreement. If Religious Employees decide to join the Union, they will be covered by this Agreement; but if they decide not to join the Union or resign from the Union, they will not be covered by this Agreement.

- B. Statement of religious conviction against Union membership or payment of Service Fees will be presented to the Union. The validity of the conviction will be determined by the Union. The Union's decision may be contested by the Employer at the request of the Employee. Should there be a dispute between the Employer and the Union, the matter will 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 requirements, the Employer will 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 will not be required to discharge any Employee if the Employer has reasonable grounds to believe that Union membership was not available to the Employee on the same terms and conditions generally applicable to the other members or if they have 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. The Employer agrees to deduct and transmit to SEIU Local 1021 the amount specified from the wages of those Employees who voluntarily authorize such contributions on the

forms provided for that purpose by the Local 1021 Political Action Committee. These transmittals will occur monthly, and be due by the fifteenth (15th) of the month for the previous month and will be accompanied by a list of the names of those Employees for whom such deductions have been made and the amount deducted for each such Employee. Employees hired subsequent to the signing of this Agreement may authorize such deductions within thirty (30) days of the date of hire. Current Employees may authorize such deductions within thirty (30) days of the signing of this Agreement. Any Employee who authorizes such deduction and subsequently wishes to change the amount of the deduction or revoke the authorization may do so during the period of June 1 through June 30th in each year.

- F. The Employer will provide a Dues Report in electronic malleable format for each pay period for each Employee for whom there is a union deduction which will include:

Employee id #, first name, last name, mailing address, cell phone, personal email address, hire date, job class title/name, job type (FTE/PTE), pay rate, work location name.

- G. The Employer will provide the Union with a current list with the names, classification, mailing address and date of hire of all bargaining unit Employees in January of each year. Not later than the tenth (10th) of each month, the Employer will supply the Union with the name, classification, mailing address and date of hire of any newly hired Employee and the names of any Employees terminated, resigned or laid off during the previous month.

- H. The Employer will provide the Union with a list of dates and times for New Employee Orientation held at the administrative offices when union members are scheduled to attend. The union will be slated to present for a time period of no more than 15 minutes.

ARTICLE 3. STEWARDS

Section 1. Stewards

The Employer will allow one (1) Steward, minimum, per worksite. The Union will notify the Employer annually or as often as necessary, of the current Stewards.

The primary function of the Steward will be to present Union represented Employees. Stewards will be released to meet with Employees to orientate, investigate or represent up to thirty minutes prior to, during and/or after a meeting with management. No Steward will be released to perform Steward Duties until the Union has notified the Employer of their selection as Steward.

Section 2. Steward Training

All authorized Stewards will be allowed eight (8) hours paid release time quarterly to attend Union Steward training and Union contract seminars conducted by SEIU. The 8 hours paid release time may be taken in part or in full; however, should a Steward attend a whole day training for 8 hours, the Employer will only pay their regular work schedule that day, i.e. 7.5 hours. Employer must be notified at least ten (10) business days in advance of any release time. Stewards must get prior approval, which will not be unreasonably withheld.

Section 3. New Employee Orientation

The Union will be sent a schedule of new Employee orientation sessions. Employees will be granted thirty (30) minutes paid time for the purpose of attending any orientation session organized by the Union immediately before or after Employer sponsored orientation sessions. At the time of hire, the Employer will provide each newly hired Employee with a copy of the application for membership in the Union and information regarding Union membership, which the Union will furnish to the Employer.

ARTICLE 4. UNION REPRESENTATIVE

Section 1. Union Field Representative

The authorized Union Field Representative assigned to the Employer will be allowed the opportunity to observe whether this Agreement is being observed or to check on the complaints of the Employees. 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. Except as may be provided otherwise in this Agreement, Union business will not be conducted on Employer time. The Union will promptly advise the Employer in writing of the name of the authorized Union Field Representative.

Section 2. Notification

The Employer will provide the Union Representative, monthly, with a list of all new hires (inclusive of personal contact information, position, wage rate and place of work), terminated Employees, and the Employees on leave of absence.

ARTICLE 5. BULLETIN BOARDS

The Employer will make available a space at each work location for the posting of official notices and announcements by the Union. Such material will be posted by the Steward who will remove when it is no longer timely.

ARTICLE 6. NON-DISCRIMINATION

The Union, the Employees and the Employer agree that conduct which constitutes unlawful harassment or discrimination on the basis of race, ethnicity, AIDS/HIV status, religious creed, color, national origin, ancestry, physical or mental disability, genetic information, military or veteran status, marital status, sex, gender identification or expression, political belief, family status, sexual orientation, age, pregnancy, citizenship or immigration status, status as a victim of domestic violence, and any other legally protected classes or because of membership in the Union or activities on behalf of the Union will not be tolerated. Those violating this policy will be subject to disciplinary action up to and including termination. It is understood that the Employer is an equal opportunity employer, consistent with all applicable laws.

Harassment

Employees have the right, as protected by law, to work in an environment free from harassment and discrimination with regard to the protected classes described above. In general harassment may take many forms, but the most common forms include verbally inappropriate or offensive remarks, threats, abuse or intimidation that convey derogatory or ridiculing attitudes; unwelcome physical contact, touching, staring, following, or intimidating or hostile physical acts; and visual references such as offensive or obscene photographs, pictures, posters, drawings, calendars, notes, invitations, displays that shows hostility.

ARTICLE 7. VIOLENCE IN THE WORKPLACE

Violence, bullying and/or intimidation will not be tolerated. The Employer will immediately take appropriate action to ensure the safety of the reporting Employee. Additionally, the Employer will promptly investigate all reported acts of these behaviors.

ARTICLE 8. INTRODUCTORY PROBATIONARY PERIOD

Section 1. Introductory Probationary Period

The Probationary period will be ninety (90) days. The Employer may discharge any Employee at any time during their Introductory Probationary period on any basis which the Employer deems appropriate (except as provided in Section 4) and such Employee will have no recourse to the Grievance Procedure, Article 11. The Employer may extend the Introductory Probationary period up to thirty (30) calendar days by advising the Employee and the Union in writing not less than two (2) weeks prior to the end of the normal Introductory Probationary period.

At the mid-point of their Introductory Probationary period, each Employee will receive an evaluation and a plan for achieving satisfactory performance by the end of their Introductory Probation period (see below).

Section 2. New Employee Midpoint Evaluation

At the midpoint of their Introductory Probationary Period, each Employee will meet with their supervisor to discuss their progress to date and a plan for achieving satisfactory performance by the end of their Introductory Probationary Period will be discussed with the Employee.

Within five (5) working days following this meeting, the Employee will be provided with a progress report outlining or listing the areas discussed which are in need of improvement.

Section 3. New Employee Final Evaluation

Employees will be evaluated in writing prior to the end of their Introductory Probationary Period. Upon the successful completion of the Probationary Period, an Employee will be considered a Regular Employee.

ARTICLE 9. TERMINATIONS

Section 1. Voluntary Termination

A voluntary termination is one in which an Employee resigns. Such resignation will be submitted in writing at least two (2) weeks in advance of the termination date in order to allow the Employer adequate time to find a suitable replacement.

Section 2. Involuntary Termination

An involuntary termination is one in which the Employee is released or discharged by the Employer. Such a termination will be for just cause.

ARTICLE 10. DISCIPLINE AND DISCHARGE

Section 1. Progressive Discipline

The Employer will use a system of progressive discipline using the steps outlined below. If an offense is egregious, including but not limited to violence, threats of violence towards anyone on or near any Catholic Charities premises, or theft, the Employer may skip certain steps of progressive discipline up to and through termination.

Every disciplinary step will be conducted with the aim of resolving the problem, not of continuing on to the next step. The following goals will be incorporated at every disciplinary step; written notices will be detailed, information included will be relevant and include ways to measure progress/completion. The corrective plan of actions will be attainable and realistic in the setting.

Progressive steps are:

- Verbal Counseling
- Written Warning(s)
- Suspension of Employment (without pay for up to two (2) weeks)
- Termination of Employment

The Employer may repeat the Written Warning Step up to three times for violations of the same infraction in this system.

In addition, the following may take place during an investigation:

Placing an Employee on Paid Administrative Leave (to protect the clients and/or volunteers, the Employee and the Employer when serious allegations are made). Paid Administrative Leave is not a punitive step.

Section 2. Notification

Employees will receive notice of a disciplinary action or pending investigation within ten (10) business days of Employer learning of a violation. Unless the violation is egregious, the right to discipline will be lost.

Section 3. Right to Attach Rebuttal

Employees have the right to attach a rebuttal within ten (10) business days to any disciplinary notice introduced into their personnel file. If an Employee does not attach a rebuttal it should not be considered agreement with the content of the disciplinary notice.

ARTICLE 11. GRIEVANCE PROCEDURE

Section 1. Discipline and Contract Interpretation

In the event a dispute arises with reference to the interpretation or enforcement of this CBA, the following procedure will be followed, provided that the matter be presented to grievance within fifteen (15) business days for discipline and thirty (30) business days for issues involving interpretation or application of this CBA, otherwise the right of grievance is lost. The purpose of the procedure set forth below is to provide the Employer, the Employees, and the Union an orderly means of resolving disputes, which may arise between them.

Section 2. Grievance Defined

A grievance is a claim by an Employee or the Union concerning the interpretation or application of this CBA. The written, formal grievance will contain a clear, brief statement of the issue, the date of the violation, the section(s) of the CBA allegedly violated, the proposed remedy, and will be signed by the aggrieved party. The aggrieved party will have the right to representation by a Steward and/or Union Field Representative at each step of the grievance procedure.

Section 3. Procedure

When an Employee has a problem they inform their supervisor, with or without the assistance of a Steward and/or Union Field Representative, and attempts to resolve the problem informally by discussing the issue.

- Step 1: If there has been no informal resolution of the dispute by the Employee and the Employee's supervisor, the next step to address the grievance is for the Employee and/or Union Field Representative to submit a written statement of the grievance to the People and Culture advisor responsible. It is the People and Culture Department's responsibility; to respond in writing within ten (10) business days after receipt to the Union and Employee who filed the grievance.
- Step 2: If the grievance is not satisfactorily resolved or if no answer is given within the time specified in Step 1, the Union Field Representative or the Employee who filed the grievance may contact the People and Culture Manager in writing to request a meeting to hear the grievance within ten (10) business days after the start of the Step 2 process. The People and Culture Manager will reply to the grievance within ten (10) business days following such meeting.
- Step 3: If the grievance is not satisfactorily resolved in Step 2, or if no answer is given within the time specified in Step 2, the Union may, by written notice to the Executive Director within five (5) business days for discipline or discharge and in ten (10) business days for issues involving interpretation or application of the CBA after the Step 2 response, or on the last day which the answer was due if none was given, requests that the grievance be heard by the Executive Director or their designee within five (5) business days after receipt of the notice. The Employer will reply to the

grievance within ten (10) business days after the Step 3 grievance meeting.

Step 4: If, within ten (10) business days following the Step 3 grievance meeting the grievance is not satisfactorily resolved, or if no answer is given within the time specified, the Union may request for final and binding arbitration. The parties will attempt to agree upon an impartial arbitrator. In the event the parties are unable to agree upon an impartial arbitrator, then either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) business days of the notice requesting arbitration to select an arbitrator to hear and resolve the grievance. The parties will flip a coin to determine which party will strike first name from the panel, and they will proceed. The arbitrator selected will hear the grievance as soon as possible.

The Parties may agree to utilize FMCS for mediation prior to, or as an alternative to, arbitration.

The expenses of the arbitration will be shared by the parties. Each party will bear the cost of its own representatives and witnesses. The arbitrator selected will not have the authority or jurisdiction to add to, subtract from, change, alter or modify any of the terms of this contract. The decision of the Arbitrator will be final and binding upon the parties.

The time limits listed in the grievance procedure may be extended by mutual written agreement between the parties.

Section 4. Expedited Arbitration

By mutual agreement the Union and the Employer may agree to utilize the following expedited arbitration procedure. The arbitrator will be selected in the regular manner or may be a mediator from the FMCS sitting as an arbitrator.

- 1) All efforts will be made prior to the hearing to stipulate to the facts and the evidence to the record;
- 2) No attorneys will be used. However, the parties will have the right to other representation;
- 3) There will be no stenographic record of the proceedings;

- 4) Only oral closing arguments will be used; no briefs will be permitted to be filed;

Only a bench decision will be required. The arbitrator may write a one page decision if mutually requested by the parties.

ARTICLE 12. DIGNITY AND RESPECT

The Union and the Employer agree that courtesy in day-to-day communications between the Union and the Employer and the Employer and the Employees should always be present in Union-Employer and Employee-Employer relationships. The Union and the Employer agree that Employees and supervisors and managers should treat each other with dignity and respect. Intimidating behavior between supervisor and Employees is not acceptable. No Employee will be subject to disciplinary action in the presence of co-workers, volunteers, or clients. For reference see Article 10. Section 1, Progressive Discipline.

Catholic Charities values professionalism, courtesy, and respect in all of our relationships and in all aspects of our work. We foster an environment where respect is constant and reciprocal. We are committed to building a place of respect, safety, and security for everyone in the Catholic Charities community.

ARTICLE 13. PERSONNEL FILES

Section 1. Inspection

Employees or, with written authorization, their Union Field Representative, will have the right to inspect their personnel file during regular business hours in the presence of the People and Culture Department. The Employer will grant access to the file on the same business day on which it is requested provided that the request is made not less than two (2) hours before the end of the business day. Only one (1) official personnel file will be maintained for each Employee.

Section 2. Filing Procedure

Material relating to performance placed in the personnel file will be signed and dated by the author. Copies of any material to be placed in an Employee's personnel file will be provided to the Employee before such material is placed in the file. Anonymous material will not be placed in the personnel file.

Section 3. Answer and Reproductions

The Employee will have the right to answer any material filed and this answer will be attached to the file copy. Such material will not be used exclusive of this answer. An Employee, upon request, will receive a copy of any material placed in the personnel file.

Section 4. 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.

Section 5. Disciplinary Notices

Materials relating to disciplinary actions in the Employee's file, which have been in the file two (2) years will not be used in a subsequent disciplinary process provided there has been no re-occurrence of the conduct on which the discipline was based. Disciplinary actions, which were based on violations of law, such as sexual harassment, are exempt from this provision.

Section 6. Release of Information

Without written authorization of the Employee, the Employer will only release the date of employment, job title and final salary in response to any outside inquiry.

ARTICLE 14. LETTERS OF RECOMMENDATION

Without written authorization of the Employee, the Employer will only release the date of employment, job title and final salary in response to any outside inquiry.

ARTICLE 15. PROMOTIONS AND TRANSFERS

Section 1. Job Postings

Concurrent with advertising to the general public, notices of staff vacancies will be sent via email to all Employees and posted on the external ATS site, for at least five (5) business days, minimum, prior to interviews for the vacancy. The notice will include general job requirements and expectations, classification, and number of weekly hours of work. The Employer will make every reasonable effort to promote from existing Employees so as to provide career ladder opportunities. The Employee with the most seniority within the same classification (requiring the same certifications, licenses, etc.) within the program will be offered the posted position. In filling vacancies, the Employer will exercise discretion in determining which applicants are best qualified.

Notices of staff vacancies will be sent to the Union Office at the same time as posting.

Section 2. Request for Promotion

Employees are eligible to apply for promotions after six (6) months of employment with the Employer. Only Employees who have no active discipline notices in their personnel

file are eligible to apply for promotions. The Employer reserves the right to waive this requirement upon the recommendation of the supervisor.

Section 3. Career Ladders

The Employer will encourage promotions from within and will make every reasonable effort to provide career ladders. The Employer may waive the training and experience requirements for a position in the event that the Employer determines that an individual Employee is capable of performing the work of the higher-level job even though such Employee does not have all such requirements.

Section 4. Internal Transfer Policy

Employees are encouraged to apply for any open position listed on the Career Opportunities Report. Qualified internal candidates will be considered before outside candidates.

Section 5. Procedure for Involuntary Transfers

Involuntary transfers may occur to accommodate a business need. Involuntary transfers will be limited to two (2) months unless an extension is granted by the Labor-Management Committee. The process for selecting Employees for involuntary transfer is as follows:

- I. Supervisor seeks Employee from a worksite that they supervise whose shift most closely approximates that of Employee needing to transfer.
- II. If more than one Employee fits this description, supervisor will ask for volunteers. If nobody volunteers, transfer decision will be based on seniority, starting with the least senior Employee.

The Employer reserves the right to deny a transfer to/from a particular worksite if a conflict of interest exists (e.g. a family member or significant other lives or works at the building the Employee is applying to).

Section 6. Hostile Work Environment Transfer

A transfer that is requested by an Employee due to a hostile work environment created by a tenant, co-worker or supervisor will be acted upon within two (2) business days. The Employer will inform the Steward and/or Union Field Representative if the claim of a hostile work environment is under internal investigation and is therefore delaying the requested transfer. The Employer reserves the option to return the worker to the original worksite if/when the work environment issues are rectified. Transfer due to a hostile work environment will be reviewed after no longer than two (2) months. The status of this kind of transfer may be changed to permanent placement at any time.

ARTICLE 16. JOB DESCRIPTIONS

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

Section 1. Additional Position and/or Revisions

The Employer will notify the Union Field Representative in writing thirty (30) days in advance of any additional positions and/or additions or changes to bargaining unit job descriptions, which will be subject to the meet and confer process. In cases where changes in job descriptions are mandated by grants or other legal mandates, the Employer will notify the Union Field Representative in writing and provide written proof of such.

Section 2. New or Revised Job Description

In the event a new or revised job description changes the workload or responsibilities of a bargaining unit position, the parties agree to negotiate an appropriate wage change. In no event will an Employee have their wages or benefits reduced as a result of a job description adjustment.

If, after reasonable efforts, the parties are unable to reach agreement on a wage change pursuant to above paragraph of this Section, the matter will be referred to an arbitrator in accordance with Article 11. Section 4 of this Agreement. The arbitrator's authority will be limited to determining the appropriate wage rate.

ARTICLE 17. SENIORITY

Seniority will be defined as length of service from the most recent date of hire into a benefited position. Seniority will be broken by resignation, discharge for just cause, twelve (12) months of continuous unemployment from the Employer, or failure to report to work within seven (7) days of a recall from layoff (provided notice by certified mail is given). If the Employer finds there are extenuating circumstances regarding receipt of said certified mail, they will make every reasonable effort to honor an extension request of not more than seven (7) additional days.

A seniority list will be maintained by the Employer. The list will 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 all new hires, terminated Employees, and the Employees on leave of absence.

ARTICLE 18. LAY OFF / REDUCTION IN FORCE

In the event that Reduction in Force appears necessary because of lack of work or for budgetary reasons, except as otherwise mutually agreed, the following principles will govern with regard to layoff:

Section 1. Notice to the Union

The Employer will give notice to the Union should a Reduction in Force appear necessary. Upon request by the Union, the parties will meet to explore alternatives to such action. All notices of layoff and recall will be copied to the Union.

Section 2. Notice to Employee

The Employer will provide six (6) weeks' notice of any intended layoff to all affected Employees or pay in lieu of notice, 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 will provide affected Employees reasonable notice. The Employer will give the Union notice of those cases where it receives less than six (6) weeks' notice from a funding source of a cutback in financial support which is the cause of the layoffs.

The Employee will have the right to terminate their employment prior to the end of the six weeks, if they so wish 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.

Section 3. Fund Raising

It is recognized that the Employer has the primary responsibility to secure funding for positions covered under this Agreement. Employees will only be responsible for fund raising if that duty is expressly a part of their job description, and will be allotted adequate time in their schedule to do the fund raising.

Section 4. Medical Coverage

If a layoff occurs and the laid off Employee is enrolled in the Employer's Group Medical Plan, the Employer will make the Employee's first month COBRA contribution equal to the Employee Only cost of the plan that 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 5. Layoff Procedure

1. Order of Layoff

Any layoffs will be made according to inverse seniority (person with the lowest seniority being laid off first), and ability to fill the jobs remaining. Seniority will be determined by the date of hire into a regular benefited position covered by the Agreement.

2. Voluntary Layoffs

If a position has been identified for layoff and more than one Employee holds that position, volunteers in the same classification and at the same or similar location will be sought prior to implementing an involuntary layoff.

3. Right to Another Position

When the Employer eliminates a position or when an Employee is displaced from their position, the following will occur:

- a. Provided that the Employee has the qualifications and the ability to do the job, the displaced Employee will be placed in a vacant position within the Employee's general classification area at the same or greater pay range with no loss of hours, or:
- b. If no appropriate vacancy exists, management may designate that the displaced Employee may, in turn, displace one of the four least senior Employees in their general classification area within the same or greater pay range with no loss of hours, provided that the displacing Employee has the ability to do the job. If none of the four least senior positions match the skills, schedule or location of the displaced Employee, that Employee may continue examining positions in reverse seniority until a suitable positing is found.
- c. Bumping Rights: In the event an Employee is the least senior Employee in a classification which is being affected by a layoff but has greater seniority than an Employee in another classification, the affected Employee may exercise the option to bump the least senior Employee in another classification provided that the affected Employee has previously performed the duties of that position with the Employer. Such bumping will constitute a voluntary demotion and the Employee will receive the salary of the new classification. In such case, the Employee will be placed at the salary step in the classification of the new position that most closely resembles the

salary of position they held prior to layoff. The Employee will serve a three (3) month probation period in the new position with no change in seniority.

- d. In the event that there is no appropriate vacancy or no one that the displaced Employee may, in turn, displace, the Employee will be laid off.

Section 6. Layoff Appeal Procedure

An Employee who has been laid off or an Employee who refuses a position pursuant to paragraphs 1 and/or 2 above, because assuming the offered position would require an unreasonable commute, may invoke their rights under the following bumping procedure:

- a. Simultaneously with the layoff notice the affected Employee will receive a seniority list with job titles for the respective classifications.
- b. Employees may visit the People and Culture Department during the Employer's regular business hours to review job descriptions. Within five (5) working days of receiving the layoff notice, the Employee must notify the People and Culture Manager of up to four (4) positions in which they are interested. If the Employee is interested in positions other than the four least senior positions, the Employee must state in writing, or verbally, their rationale for the position choice.
- c. Within ten (10) days of the layoff notice, meeting will be set up between the Employee, the Union Field Representative, and the appropriate Employer personnel to go over the various positions. At this meeting, the Employer may ask questions to help them determine if the Employee has the ability to meet the criteria in question.
- d. Within fifteen (15) days of the layoff notice, the Employer will respond in writing to the Employee with a copy to the Union Field Representative specifying which positions the Employee has the ability to do. The Employer will also explain its reasoning for each position the Employer determines the Employee cannot do.
- e. If the Employee disagrees with the Employer's determination, the Employee may challenge the decision through the grievance procedure.

Section 7. Recall

Employees laid off will be recalled prior to the hiring of new Employees to fill positions for which the Employees are qualified. Laid-off Employees will retain rehire rights for a period of two (2) years from the date of layoff. Such Employees will be recalled in inverse order of layoff to fill positions in the general classification area from which they were laid off for which they are qualified to do the work. Recalled Employees will automatically be eligible to fill any position they held prior to layoff. Recalled Employees will return to the same step on the Salary Schedule which they occupied prior to layoff and keep their union seniority date. Health and Retirement benefits for recalled Employees will be governed by the terms of the particular Health and Retirement plans in effect at the time of recall. Vacation benefits for recalled Employees will be governed by Article 18. Section 7. Recall. Employees eligible for rehire will be notified by certified mail at their last known address and will have ten (10) work days to respond.

Section 8. Program Phase Out

In the event the Employer decides to phase out an entire program due to a re-evaluation of priorities, the Employer will phase out such programs over a three (3) month period to allow for a minimum disruption in employment and program needs.

ARTICLE 19. CATEGORIES OF EMPLOYEES

Section 1. Non-Exempt Employees

All Employees covered by this CBA are employed in a non-exempt capacity (as defined in the requirements of the Federal Fair Labor Standards Act and the California Labor Code) and will be paid overtime at the rate of one and one-half (1.5 X) times the Employee's regular rate of pay for all hours worked in excess of forty (40) hours in one workweek (workweek is defined as Saturday 12:01 am through Friday midnight) and in excess of eight (8) hours in a single workday (defined 12:01 am through midnight). Any hours in excess of times indicated, will be paid in accordance with California's Overtime Law. Overtime at two times (2X) the regular wage is paid for all hours worked in excess of twelve (12) in one workday.

Section 2. Categories of Employees

- A. **Regular Full-Time Employee** – A Full-Time Employee is regularly scheduled to work forty (40) hours per week, is covered by this Agreement and is eligible for benefits.
- B. **Regular Part-Time Employee** – A Regular Part-Time Employee is scheduled to work not less than thirty (30) but no more than thirty-nine (39) hours of work

per week. Regular Part Time Employees are covered by this Agreement and are eligible for benefits. To qualify as a regular part time Employee, an individual must work between thirty (30) and forty (40) hours each week for thirteen (13) consecutive weeks. It is not the intent of the Employer to hire Employees for less than thirty (30) hours per week in order to deny then Employee benefits under this Agreement.

- C. **Short-Hour Employee** – A Short-Hour Employee is scheduled to work, at the Employee’s request or due to service contract funding restrictions, a regular work schedule of less than thirty (30) hours per week. Short Hour Employees are not covered by this Agreement and are not eligible for benefits. The Employer will not sue Short-Hour Employees to avoid hiring Regular Part-Time or Regular Full-Time Employees.
- D. **Temporary Employee** – A Temporary Employee has a regular schedule and is employed for not more than six (6) months. If the Temporary Employee is not replacing an Employee on an approved leave of absence and if the Temporary Employee works a regular full-time or regular-part-time schedule for more than six (6) months, the Employer and the Union will meet and discuss if the position should be made a Regular Part-Time or Regular Full-Time position. Temporary Employees are not covered by this Agreement and are not eligible for benefits.
- E. **On-Call Employee** – An On-Call Employee works irregular hours with no specified schedule or guaranteed hours of work. On-Call Employees are not covered by this Agreement and are not eligible for benefits.
- F. **Temporary/On-Call Program** – Catholic Charities maintains a Temporary/On-Call Program for multiple positions. Any Temporary/On-Call who works twenty (2) hours or more, per week, for six (6) months, will be offered a Regular Full-Time or Regular Part-Time position, of the same job classification.

Section 3. Use of Volunteers

Volunteers will be used only to perform non-bargaining unit work. It is not the intention of the Employer to replace Employees or lessen their regular hours of work through the use of volunteers.

ARTICLE 21. HOURS OF WORK AND OVERTIME

Regular hours of work will be established by the Employer. The Employer will establish a regular work schedule for each Employee.

Section 1. Normal Work Schedule

Regular Full Time Employees will work eight (8) hours per day and forty (40) hours per week. Work schedules may vary from the above eight (8) hours per day and forty (40) hours per week at the discretion of the Employer. During the term of this Agreement, Employees may be regularly scheduled for less than eight (8) hours per day. In such event, hours worked in excess of the normal scheduled shift but less than eight (8) hours will be compensated at the straight-time hourly rate. Hours worked in excess of the regularly scheduled shift must have the approval of the Employee's supervisor.

Section 2. Increase, Decrease or Change in Work Schedule

The Employer will provide at least thirty (30) calendar days advance notice of any increase or decrease in an Employee's regular work schedule. Except with the agreement of the Employee, any reduction in any regular work schedule will be processed through Article 18, Lay Off/Reduction in Force. Employees will be given thirty (30) days' notice of long term changes in days off or shift changes. Unilateral changes in the Employee's work schedules will only be implemented for reasons of operational necessity and, to the extent possible, will be accomplished in inverse order of seniority.

Section 3. Breaks

The Employee will be entitled to one paid ten (10) minute break that should be taken for each four (4) hours of work. If the Employee works more than five (5) hours in a workday then the Employee will be entitled to an unpaid thirty (30) minute meal break. If the Employee works more than ten (10) hours, the Employee is entitled to a second unpaid thirty (30) minute meal break.

Section 4. Overtime

Employees must receive advanced approval from their direct supervisor or the department director prior to working any overtime.

Overtime is not to be considered mandatory and there will be no negative consequences from the Employer for not accepting additional hours. Part-time Employees will not be required to work beyond their normal weekly schedule and there will be no threat of negative consequences from their supervisor for not accepting additional hours.

Section 5. Minimum Call

All Employees called to a worksite, when not scheduled to work or in on-call status (as noted in Article 29. Salaries, section 4 On-Call Pay, page 29), will be paid for a minimum of four (4) hours or for all hours worked, whichever is greater.

Section 6. Volunteering of Services

The Employer will not pressure or require an Employee to volunteer their services to the benefit of the Employer.

Section 7. Alternate Work Schedules

Employees may request to work alternate work schedules such as a full workweek schedule worked in four (4) days or such other arrangement as may be mutually agreed between the Employee and their Supervisor. Such request may be granted at the discretion of the Employer after a consideration of staffing patterns, grant conditions and service requirements. Provisions for overtime, holidays and other leaves will be mutually agreed upon for alternative work schedules. No Employee's work schedule will change from week to week unless the alternating schedule is part of a pre-approved alternate work schedule.

Requests will be submitted in writing to the People and Culture Manager. A copy of an approved alternate work schedule will be submitted to payroll. The People and Culture Manager will provide reasons for any denial in writing. Denial of any request hereunder will not be subject to the grievance procedure.

ARTICLE 22. RESIDENTIAL PROGRAMS

Time-off Between Shifts

It is not the intent of the Employer to regularly schedule Employees in residential facilities for two (2) shifts within a twenty-four (24) hour period. To that extent, Employees are guaranteed ten (10) hours off in between regularly scheduled shifts. Employees required to return to work prior to the ten (10) hour break, will be compensated at time and one-half the straight time hourly rate for each hour worked during the scheduled break.

ARTICLE 23. LEAVE OF ABSENCE

It is the Employer's policy to consider granting leaves of absence to eligible Employees who must be away from their jobs for reasons of civic duty or due to circumstances beyond their control. Such leaves may be granted with full pay, partial pay or without pay. Generally, the circumstances under which leaves will be considered are set forth below. The Employer follows all applicable State and Federal leave laws. The People and Culture Department will be contacted to confirm your specific eligibility and pay status for any leave of absence that may become necessary.

Section 1. Discretionary Leave

Any Employee with one (1) or more years of service may request to take time off without pay up to five (5) days or request a leave of absence for up to one (1) year without pay. Management will not unreasonably deny time off without pay. The Director of Human Resources or their designee will not unreasonably deny Leaves of Absence in excess of five (5) days guaranteeing the right of an Employee to return to their former position.

1. For leaves exceeding the five (5) unpaid days, the Employee will give at least three (3) weeks prior notice to the Employer of their request for extended leave and ability to return to active status. The Employer will reinstate the Employee in the next available position in the Employee's former classification which becomes available within thirty (30) of their availability date.
2. The terms of any extended leave granted will be reduced to writing, signed by the People and Culture Manager, the Employee, the Union Field Representative and all will retain a copy.

Section 2. Jury and Witness Leave

The Employer will grant up to fifteen (15) days of paid leave per calendar year to Employees who are called for jury duty or subpoenaed to testify as a witness in order to fulfill their civic obligations. The Employee will need to present an official payment voucher or subpoena to the Employer as proof of attendance. Jury duty leave will only be paid for days when the Employee is normally scheduled to work. If an Employee has made a good faith effort to be released for Jury Duty and is required to serve more than the contractual maximum, the Employee may request to meet with the Employer and the Union to discuss options to help the Employee.

Section 3. Military Leave

The Employer will comply with applicable Municipal, State and Federal law.

Section 4. Family and Medical Leave

The Employer will comply with applicable Municipal, State or Federal family leave statutes.

Section 5. Benefits while on leave without pay

1. Insurance Programs

- a. The Employer will maintain group health and dental insurance coverage under applicable Municipal, State and Federal law for an Employee who takes an extended leave of absence. The Employer's contribution for such coverage will be the same as though the Employee was continuing at work.
- b. The Employer will maintain existing group health and dental insurance coverage under applicable Municipal, State and Federal law if the Employee is on leave for an industrial injury or illness.
- c. Except as provided above, the Employer's contribution for group 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 their 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 will not affect seniority or previously accumulated rights and benefits.

ARTICLE 24. SICK LEAVE

Section 1. Accrual

Regular Full-Time or Regular Part-Time Employees working more than thirty (30) hours a week will start accruing sick leave at the rate of 0.03846 hours per eligible regular hours worked. For purposes of the sick leave accrual, eligible regular hours (ERH) will be defined as straight time hours worked plus vacation hours plus holiday hours plus jury duty hours. In no event will the ERH exceed eight (8) hours per day (2080 hours per year) for the purposes of calculating the sick accrual. Sick leave may be accumulated to a maximum of four hundred and eighty (480) hours.

In the event an Employee is sick and has exhausted accrued sick leave, the Employee may request to take vacation time to make up the time lost or take the time unpaid. Unpaid time may be considered a leave of absence (see Article 23. Leave of Absence). Employees will not be allowed to have a negative sick leave balance.

Section 2. Reporting Illness

The Employee's supervisor will be notified as soon as possible when an Employee is ill and cannot report to their scheduled shift. Each day thereafter the Employee or someone in the family will notify the supervisor; however, the supervisor and the Employee may mutually agree to waive this requirement. No Employee is expected to secure their own replacement while on sick leave.

Section 3. Doctor's Excuse Requirements

If the Employer has reason to believe there is an abuse of sick leave, the Employer may require that the Employee provide a doctor's statement that the Employee was ill and unable to work. Additionally, if the Employer has reason to believe that the Employee is not in good health upon return from sick leave, the Employer may require that the Employee provide a doctor's statement that the Employee is in good health and able to return to work.

Section 4. Care for Family

An Employee may use their sick leave for the purpose of caring for an ill spouse, child, parent(s), other relatives or persons in the Employee's household for whom the Employee is responsible. Sick leave may be used for physical or emotional illness, including related appointments.

Section 5. Bereavement Leave

Regular Full-Time and Regular Part-Time Employees who need to take time off due to the death of an immediate family member will be provided, up to three (3) days or five (5) days if out of state or if mileage exceeds 200 miles, of paid bereavement leave, not to exceed eight (8) hours per day.

Upon need, the Employee will notify their supervisor as soon as possible. These three (3) or five (5) days will not be counted against accrued PTO or Vacation 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.

The Employer defines "immediate family" as the Employee's spouse, 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 6. Special Arrangements

Special arrangements outside the bounds of this Agreement may be made between the People of Culture Manager and the Employee under extraordinary circumstances.

Section 7. Leave Accruals

Employees on leave without pay do not accrue sick leave during such leave except as provided in Article 23 Leaves of Absence.

Section 8. 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 will 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 their regular salary, provided that such differential payments by the Employer will not exceed, in the aggregate, the total amount of accumulated sick leave of the Employee. Payments received from the State of California in the form of weekly benefits will not be charged against the Employee's accumulated sick leave.

Section 9. Holiday on Paid Sick Leave

If a holiday occurs when an Employee is on paid sick leave, the holiday will be paid.

ARTICLE 27. HOLIDAYS

Section 1. Scheduled Holidays

There will be eleven (11) paid holidays per year paid in eight (8) hour increments for Regular Full-Time Employees and pro-rata hours for Regular Part-Time Employees. They are:

New Year's Day	Labor Day
Dr. Martin Luther King Jr. Day	Thanksgiving Day
President's Day	The Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
July 4	

Section 2. Premium Pay for Work on a Holiday

An Employee required by the Employer to work a holiday will be paid pay for each hour worked at one and one-half (1-1/2X) times the base hourly rate. No Employee will receive greater than time and one-half (1.5) plus the eight (8) hours of holiday pay on holidays except for the five (5) holidays listed in Section 6 below.

Section 3. Holiday Pay for Employees in Residential Facilities

Full and Part-Time Employees in residential facilities will receive eight (8) hours pay in the next regular paycheck for each holiday specified in Section 1., above.

Section 4. Holiday Pay Eligibility

To be eligible for holiday compensation, the Employee must have worked their last regularly scheduled work day immediately preceding the holiday and their first regularly scheduled work day immediately following the holiday, except in cases of bona fide illness, approved vacations or other excused absences.

Section 5. Scheduling Holidays for Employees in Residential Facilities

Employees may request to take certain holidays off and conflicts will be resolved by seniority, with consideration given to rotating holidays off for major holidays among all Employees. After March, requests for holidays will be granted on a first come first served basis, provided adequate coverage is maintained.

Section 6. Holiday Coverage

It is the responsibility of supervisors and Facility Directors to maintain a sufficient pool of substitutes to provide adequate coverage for holidays. The Employer agrees to

attempt to schedule as many Employees as feasible to take off on Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, and Labor Day. Hours worked on Thanksgiving, Christmas Eve, Christmas Day, Good Friday and Labor Day will be paid at double time (2X) for all hours worked.

ARTICLE 28. VACATION

Section 1. Accrual Rates

Regular Full-Time or Regular Part-Time Employees working more than 30 hours a week will accrue vacation per eligible regular hours worked. For purposes of the vacation accrual, eligible regular hours (ERH) will be defined as straight time hours worked plus vacation hours plus sick hours plus holiday hours plus jury duty hours. In no event will the ERH exceed eight (8) hours per day (2080 hours per year) for the purposes of calculating the vacation accrual.

Employees covered by this Agreement will accrue the following amount per eligible regular hour worked:

- Starting from the benefits eligibility date through the third (3rd) year – rate of 0.057692 hours – accrual limit of 180 hours
- Starting with the fourth (4th) year – rate of 0.076923 hours - accrual limit of 210 hours
- Starting with the tenth (10th) year – rate of 0.080769 hours – accrual limit of 240 hours

Anniversary for vacation accrual purposes is defined as the date when an Employee was hired into a benefits eligible position.

Regular Full-Time and Regular Part-Time benefits eligible Employees covered by the Agreement as of June 30, 2009, will be grandfathered in at their current accrual rate. Those Employees will continue to accrue vacation at the rate of 0.07692 hours per eligible regular hours worked with a maximum accrual limit of 240 hours.

Employees recalled as per Article 18. Lay Off/Reduction in Force, Section 7. Recall will accrue at the same rate as when they last held a position under this Agreement.

Section 2. Vacation Pay Out

The Employee will be entitled to accumulated vacation pay upon termination. Accrued but unused vacation time will be payable to the legally designated beneficiary in the event of an employee's death.

Section 3. Vacation Scheduling

Scheduling of vacations will be subjected to the approval of the Employer will and will not be unreasonably denied. Vacation may be taken in segments of one-half (1/2) day or more. Vacation pay will be provided the last regular pay day before the Employee's vacation, if the Employee gives the Accounting Department written notice three (3) weeks prior to the commencement of their vacation.

It is the Employer's responsibility to secure substitutes for Employees requesting vacation. However, Employees may be requested to assist in securing a substitute, at the time a vacation request is submitted. Vacation requests will be responded to as soon as possible but in no event longer than ten (10) calendar days after the date of submission.

Conflicts in requests for vacation, prior to approval being granted, will be resolved by seniority; provided the Employee with the most seniority has not previously had a vacation request conflict resolved in their favor within the calendar year.

Section 4. Holidays that Fall During Vacation

Employees will be paid holiday pay for any holiday that falls within the Employee's scheduled vacation.

Section 5. Illness While on Vacation

In the event that an Employee is ill and under a doctor's care during their vacation, the Employee may submit a statement from the doctor verifying the extent of the illness and will be entitled to another full day's vacation for each day of the Employee's illness.

Section 6. Vacation Accrual While on Leave

Individuals on leave without pay do not accrue vacation benefits during such leave except as provided in Article 18. Lay Off/Reduction in Force.

Section 7. Usage during the First Six Months

After six (6) months of employment, Employees are eligible to begin using accrued vacation time. Special arrangements, enabling the Employee to use accrued vacation time prior to six (6) months of employment, may be made between the supervisor and the Employee with approval of the People and Culture Department, which will not be unreasonably denied.

ARTICLE 29. SALARIES

Section 1. Salary Step Schedule

Minimum salaries will be paid in accordance with the Salary Schedule (Appendix A wage scales) attached hereto and made part of this Agreement. Each job title and its corresponding placement on the Salary Schedule will also be made a part of this Agreement. In the event an employee is promoted, their anniversary date will change to the effective date of their promotion. The official pay rate will be the hourly rate.

4% wage increase effective July 1, 2018 and retro from ratification

Yr. 2 – determined by Side Letter #1 (below)

Yr. 3 – 1.5% July 1, 2020, 1.5%, Jan. 1. 2021 (3% for the year)

Section 2. Pay Days

Paydays are on the 7th and 22nd of the month and the Employee will be paid the Friday before a Sunday or Monday holiday. Salary checks will include the following information: pay period, voluntary deductions, mandatory deductions and an itemization of all their accrued sick leave and vacation time due. Employees will be responsible to report any accrual discrepancies to the accounting department.

Section 3. Acting Assignment Pay

An Employee assigned to perform the duties and responsibilities of a higher classification and/or responsibilities related to an eliminated or absent position for more than ten (10) days; will be entitled to out of class pay of the higher or additional duty position, but not less than five percent (5%), retroactive to the beginning of the temporary assignment. If the temporary assignment exceeds three (3) months the parties agree to meet to discuss.

Employees who are temporarily reassigned to work in another position will continue to accrue hours in their regularly assigned position for purposes of calculating seniority and step increases.

Prior to performing a portion of the duties and responsibilities of a higher classification/additional duties, the Employer is required to provide written documentation stating the responsibilities, confirmation of rate of pay or higher classification, and timeframe of such an assignment. Both the Employer and the Employee must sign and date the document to provide a written record, a copy of which will be forwarded to the Union Field Representative.

The Employee has the option to decline the additional responsibilities and pay.

Employees regularly assigned to perform work in more than one position (except for rest period and meal relief) will be paid based on the number of hours worked in each position. Employees who are temporarily assigned to work in a higher classification will receive the rate of pay for their normal position for the first ten (10) days. If their temporary assignment lasts longer than ten (10) days, they will receive the rate of the higher position, but not less than five percent (5%), retroactive to the beginning of the temporary assignment, for the duration of that assignment. Employees temporarily assigned to work in a lower position will maintain their existing rate of pay.

All reclassification requests will be submitted to the Human Resources Director or their Representative on an as needed basis.

Section 4. On-Call Pay

Employees expressly assigned duties to be on call outside their normal working hours that require availability to report to work in the event of inadequacies of staffing will be paid two Dollars (\$2.00) per hour for each hour they are required to remain on call and available to report to work. Management will inform the Employees as quickly as possible when they are no longer required to be On-Call.

It is understood that such Employees will be compensated, pursuant to the provisions of Article 21. Hours of Work and Overtime, for all hours worked but not less than four (4) hours. Employees will respond to text and/or voice message within ten (10) minutes, be fit and available to report to work within a reasonable period of time, which is not to exceed the employee's regular commute time up to one (1) hour.

Section 5. Night Shift Premium

Employees who are regularly scheduled to work between seven (7) p.m. and seven (7) a.m. will be paid One Dollar (\$1.00) per hour for each hour worked within those times in addition to the regular hourly rate of pay. No Employee will receive both overtime pay and Night-Shift pay for the same hours worked.

Section 6. Medication Assis Premium

Certified Nursing Assistants (C.N.A.) who are charged with being the designated "Med Assist C.N.A." will be paid Two Dollars (\$2.00) per hour in addition to regularly hourly rate of pay. Becoming a designated Med Assist C.N.A. is a responsibility which the Employer can request of C.N.A.s and the Employer will be responsible for providing comprehensive training to the Employee to assist with the responsibilities of this position.

Section 7. Special Pay Provision

Any Employee paid as a PL3, who in addition to providing direct services, also provides at least two (2) of the following: professional supervision, budget preparation and compliance, regularly meets with governing boards of outside agencies, write grant applications and or proposals or is used as an internal consultant with other Employer programs will receive an additional five percent (5%).

Section 8. Salary Upon Promotion

When Employees promote from one classification level to another, Employees will be placed at the step of the new salary scale, which represents a salary increase of at least five percent (5%). In no event will an employee receive an increase in pay higher than the highest step on the pay scale.

Section 9. Advance Step Merit Pay

In the event management believes that an Employee has shown outstanding ability and performance, management may advance an employee an additional merit step on his/her anniversary date or during the year. In no case, however, will an Employee advance more than two (2) steps per anniversary year.

Section 10. New Classifications

Employees will be compensated in accordance with the salary level and classification system found in Appendix A and B attached to this Agreement. In the event that the Employer decides to create a new classification, which is not found in the job title classification list found in Appendix B, the Employer will notify the Union, in writing, of the establishment of the new job classification, its title, qualifications, responsibilities and rate of compensation. If the Union believes that such classification or rate of pay is unsatisfactory, it will have the right to file a written grievance beginning at Step 3 of the Grievance Procedure set forth in Article 11, Section 3 of this Agreement.

If the grievance is submitted to arbitration, the arbitrator will have jurisdiction and authority to determine only the issue of whether the rate of pay for such new job classification established by the Employer bears a fair relationship to the rates of pay for other job classification and, if not, what rate of pay would bear a fair relationship. If the arbitrator determines that the Employer's rate of pay does not bear a fair relationship to other job classifications covered by this Agreement and determines what rate of pay does bear a fair relationship, the Employer will pay the latter rate of pay retroactive to the date the new classification was established, if the arbitrator so orders.

Section 11. Salary Upon Demotion

When an Employee demotes to a classification on a lower paying salary range due to a layoff, the Employee will be placed at the salary step in the lower range which is closest to the employees current salary.

Section 12. Reduction in Wages

No individual presently employed by the Employer will suffer a reduction in wages and benefits under the terms of this Agreement.

Section 13. Additional City Funds

If additional funds become available for San Francisco city contracts from City funds, the Union may request to meet and confer with the Employer to discuss allocation of the additional funds. The allocation of any such funds will be in the sole discretion of the Employer.

ARTICLE 30. CELL PHONE STIPEND

The Employer may require some Employees to use their personal cellular phones based on the needs and requirements of their position.

For positions that require the use of a personal cell phone for phone calls, texts, internet access and emails on a smart phone device, the Employee will receive a thirty dollar (\$30.00) taxable stipend per month. For positions that require the use of a personal cellular phone for calls and text only, the Employee will receive a fifteen dollar (\$15.00) taxable stipend per month. The stipend will be included on the Employee's first paycheck for the following month and every subsequent month thereafter that cellular phone usage is required.

ARTICLE 31. COMMUTER BENEFITS

Catholic Charities Employees may purchase commuter checks on a pre-tax basis via a payroll deduction. Regular Full-Time and Regular Part-Time Employees are eligible to participate in this program. Commuter checks are vouchers that are redeemed for transit passes, tickets, or tokens and, to pay for vanpool fares. The amounts deducted and products purchased can be automatically uploaded to the Employees Clipper Card. Please keep in mind that Commuter Checks cannot be used to directly pay fares: they are used to buy monthly passes, ticket books, and tokens.

ARTICLE 32. CONTINUING EDUCATION

Section 1. Employer Request

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

Section 2. Employee Initiated

Fees for courses initiated by the Employee and taken outside of work hours will be reimbursed if advance approval is obtained from the Employer and if evidence of satisfactory completion is provided after taking the course.

Section 3. State Licensure

Any Employee who is required to maintain State licensure for their position with the Employer will be granted paid release time up to the number of hours required by the City, State and/or Federal Governments per year to attend continuing education classes to maintain said license. The Employee must receive prior approval before attending such classes and must provide acceptable documentation of attendance.

ARTICLE 33. VEHICLE USAGE POLICY

The Employer owns and maintains numerous vehicles that are used by specific programs and specific Employees in the course of performing the essential functions of their position. Additionally, Employees may need to use their own personal vehicle in the performance of their duties. The Employer has a written policy regarding the age, insurance requirements, and driving record requirements that have to be met in order to drive an Employer vehicle or a personal vehicle in performing the essential functions of an Employer position.

Employees whose jobs require them to drive an Employer vehicle or a personal vehicle must have a valid driver's license. Employees required to drive their personal vehicle to perform their job, must comply with state law requiring the vehicle owner's to carry personal auto insurance. The Employer will reimburse the Employee for all parking fees, tolls and mileage, at the maximum IRS allowance (for personal vehicle use) upon the presentation of receipts and mileage reports as required. The Employer will pay the full cost of bus or train transportation used by an Employee in the course of their duties.

Additionally, Employees who drive a vehicle in performing the essential functions of their job must provide a copy of their Department of Motor Vehicles driving record to the People and Culture Department at least once a year. The Employer, upon presentation of receipts, will reimburse the cost of obtaining such a printout.

The revocation, restriction or suspension of a driver's license automatically prohibits the Employee to drive as part of their job for the Employer. Employees must report such revocation, restriction, or suspension of a Driver's License to People and Culture Department upon reporting for their next scheduled work shift.

The following are minimum guidelines for use of any vehicles by an Employee in the performance of the essential functions of their position; although each program may impose more stringent guidelines:

- A. All Employees that operate a vehicle while performing the essential functions of their position must be at least 18 years of age and possess a valid unrestricted California driver's license.
- B. All Employees who are authorized to use a vehicle that is not owned by Catholic Charities CYO in performing an essential function of their position will supply evidence of liability insurance on the vehicle being used. Additionally, all Employees who are authorized to use a vehicle in the performance of the essential functions of their position must consent to supply a copy of their Department of Motor Vehicles driving record at least once a year.
- C. All tickets and/or fines of any kind will be the sole responsibility of the driver, except in circumstances where the situation is beyond the control of the driver.
- D. It is the Employee's responsibility to provide a detailed, timely report of any accident, regardless of the extent of damage, and submit it to the People and Culture Department, regardless of fault if a personal or Employer vehicle is involved during work hours.

ARTICLE 34. INSURANCE PLAN

A. Benefits Eligibility

All Regular Full-Time and Regular Part-Time Employees are eligible to participate in the Health Insurance Plan ("Flexible Plan"). Those Employees working less than 30 hours or more a week who were 'grandfathered' in the previous agreement will retain their eligibility.

- B. The Employer will contribute a set amount per month to each Employee's individual Flexible Plan.

For the period 7/01/2018 – 6/30/2021, the total flex dollar will be calculated as follows:

Single Kaiser Plan
Single Dental Plan

Any portion of the flex amount not used for Section 125 pretax deductions will be paid out as taxable income at 70%.

C. Plan Menu

The Plan Menu is as follows:

Medical Plan – Kaiser high plan
Dental Plan
Vision Plan

Spending Accounts:

1. Dependent Care Spending Account
2. Health Care Spending Account

D. Operation of the Plan

The Plan will operate pursuant to Catholic Charities CYO's Summary Plan Description ("Plan"). The Plan will comply with applicable government code sections and will be furnished to Employees and the Union upon request.

If the increase to health care premiums for the medical plan is above seven (7%), both agree to negotiate within two (2) months before the Plan enrollment, with the understanding that such negotiation may trigger a wage re-opener.

In the event a change required by law negatively impacts either party, the affected party may reopen the Agreement for the purpose of negotiating over the impact of those changes. However, changes to the Agreement dealing with said impact will only go into effect by mutual agreement. The parties will attempt to reach an agreement within sixty (60) days of the law changes and, if they are unable to do so, the matter will be referred to mediation for an additional ninety (90) days.

If any reduction in a benefit is a result of the actual insurer changing the benefits under the specific plan listed above, the agreement will not be reopened. The Union and employees will be notified of changes made by the carrier when the Employer receives notification. However, should a plan be eliminated or substantially modified, the Employer will notify the Union and this Agreement will be reopened to negotiate regarding alternatives.

E. Administrative Costs

The Employer will pay the administrative costs for the Plan, except that the Employees will pay the portion of the administrative costs associated with the Department Care and Health Care spending accounts through a payroll deduction.

F. Forfeitures

At the end of the Plan year, unused amounts designated by an employee to their Dependent Care or Health Care Spending Accounts will be forfeited as required by applicable law.

G. Miscellaneous

1. Applicable Law

This Plan is subject to all applicable law(s), and the Employer may make any changes necessary in the Plan and the Rules in order to comply with applicable law(s). The Employer will notify the Union of all changes to be made in order to comply with applicable law(s) at the earliest time possible, but no later than thirty (30) days after the law(s) is/are announced.

2. Unpaid Leave

During any unpaid leave of absence, there will be no insurance contributions or premiums paid by the Employer and all flex credits and payments will cease except as provided in Article 23. Leave of Absence. All Employees on unpaid leave may continue their coverage at their own expense, under COBRA, during their leave.

H. Malpractice Liability Insurance

As a minimum, the Employer will continue its current insurance policy on professional liability.

I. Life Insurance

The Employer will provide life insurance, subject to the limitations of the insurance carrier, in the amount of one times (1X) the Employee's annual salary beginning on the first day (1st) of the month following completion of thirty (30) days' service.

J. Long Term Disability Insurance

Catholic Charities CYO agrees to continue to provide the existing long-term disability insurance plan for eligible Employees covered by this Agreement.

ARTICLE 35. DEFINED CONTRIBUTION RETIREMENT PLAN

All Employees have the opportunity to participate in the Employer's Defined Benefit Plan during their employment with Catholic Charities.

New Hires will be auto-enrolled, with the option to opt out at any time, into the Defined Contribution Retirement Plan beginning on the effective date established by the Board of Director's resolution required by ERISA, but no later than December 31, 2018.

Auto-enrolled Employee contributions will be:

- 3% for the first Plan Year in which automatic enrollment contributions commenced.
- 4% for the second Plan Year in which automatic enrollment contributions commenced.
- 5% for the third (and subsequent) year in which automatic enrollment contributions commenced.

Members may opt out of auto-enrollment at any time.

The Employer will make a dollar for dollar match of the Employee's contribution up to a maximum of five percent (5%) of the Employee's bi-weekly straight time pay to each Employee's individual account in the Defined contribution Retirement Plan.

All contributions are subject to the (terms and conditions) Summary Plan Description which will be provided to each Employee upon their first date of (hire) employment or as requested by the Union or Employee.

Any changes to the Summary Plan Description will be sent to the Union Field Representative within ten (10) business days.

In the event that the Board of Directors chooses to eliminate the Employer matching contribution due to economic hardship, the Employer and the Union will meet to discuss effects within sixty days before implementation.

ARTICLE 36. ANNUAL PHYSICAL AND FINGERPRINT CHECKS

- A. The Employer will bear the cost of any annual physical examination which will be required by the Employer after hiring to the extent not reimbursed by the Employee's health plan.
- B. In positions where the health of Employees or clients warrants, the Employer may require periodic tuberculosis tests, at the Employer's expense, and on Employer

time. Employees who have a positive reaction from a tuberculosis test will be dealt with pursuant to the recommendations of their treating medical provider. No Employee will be dismissed from their position as a result of the tuberculosis test.

- C. The Employer will be entitled to undertake a fingerprint check when required by Community Care Licensing. In the event there is a problem resulting from the fingerprint check, at the request of and in conjunction with the Employee, the Employer will exhaust all appeal procedures available through Community Care Licensing on behalf of the Employee. All Employees will be required to submit to a fingerprint check.

ARTICLE 37. HEALTH AND SAFETY

Employees of Catholic Charities will be provided with a copy of the Employer's safety and security rules and will be required to accept receipt of them and that they have read and familiarize themselves with those rules. The Employer will post all of its Health and Safety rules for easy viewing by Employees in all work areas, including off-site work locations.

Section 1. Equipment

It will be the responsibility of the Employer to ensure that all equipment is functioning properly and safely. Employees who observe equipment functioning improperly or unsafely will report such observations to management immediately. Employees will be trained to operate all equipment necessary for their jobs.

Section 2. Health and Safety Training

The Employer agrees to provide safe food handling, health, safety, injury prevention and workplace violence/de-escalation training to Employees so that they may be properly informed of all risks associated with their jobs and can perform them safely.

Section 3. Whistleblower Protection

Employees have the right, without fear of discipline, to the full protections of Federal and State Whistleblower Protection Laws.

Section 4. Pest Control

The Employer will work with the Union, at the Labor Management Committee, in the development of a Pest Control Procedures and Policies. The Employer is committed to addressing the spread of bed bugs, lice, mice, cockroaches, etc..., at work, as well as identifying and eradicating any cases of such pests from its offices and service locations. The Employer will bring in experts to train Employees on pest prevention and cleanup. The Employer is committed to education Employees on identifying pests and prevention pests from entering the workplace.

ARTICLE 38. EVALUATIONS

The Employee Evaluation is a tool for growth and should not be used as a disciplinary measure or to replace regular supervisor/employee feedback. Nothing herein will be construed to limit the Employer's ability to utilize feedback set forth in an Employee Evaluation to issue appropriate corrective active in response to continuing employee performance deficiencies.

Annual Evaluation

An Employee will have their performance evaluated by their direct supervisor on an annual basis. The purpose of the evaluation will be to review the previous year's work, set goals for the upcoming year and discuss professional development goals. The Annual Evaluation process is intended to be an open exchange between supervisor and Employee and is also an opportunity for the Employee to give feedback to their supervisor. Following an evaluation meeting between the supervisor and the Employee, the written performance evaluation will be included in the Employee's personnel file along with any written response which the Employee wishes to make.

ARTICLE 39. MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, nothing in this Agreement will be deemed to limit the Employer's functions enumerated below: the right to hire and to promote; the right to discipline, demote or discharge for just cause; the right to decide employee qualifications consistent with job descriptions; the right to layoff for lack of work; the right to make rules and regulations and enforce laws governing conduct and safety; the right to establish work schedules; the right to determine or modify the Agency's goals and objectives, including the determination or modification of the nature and scope of Employer's functions, the determination or modification of size, number, location and function of Employer's organizational units or other activities; the expansion or contraction of Employer's services generally, or any activity or function specifically, and the determination of appropriate staffing levels within the bargaining unit generally, or any department, activity or function specifically, the direction of all staff, including the right to determine work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Agreement; the contracting with consultants and specialists to perform special assignments under the direction of a supervisor, 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, from time to time, the number of hours worked, the amount of overtime to be worked, if any, and the employees working such overtime, except as otherwise provided for in this Agreement; the right to determine and reward meritorious performance; the right to establish, abolish, revise

or continue policies; the right to create, increase, modify or abolish jobs and job functions to meet the changing mission of the Employer; the right to supervise employees in the performance of their duties.

ARTICLE 40. LABOR-MANAGEMENT COMMITTEE

The Union and Employer agree that communication is beneficial to the collective bargaining relationship. The Labor-Management committee will be composed of four (4) management representatives, four (4) employee representatives of the bargaining unit and the Union Field Representative. The Committee will meet quarterly unless both parties mutually agree to change the frequency. At the request of either party, the Committee will meet on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern.

ARTICLE 41. NO STRIKE NO LOCKOUT

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

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

ARTICLE 42. SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by any court of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by any judicial tribunal, the remainder of this Agreement will not be affected thereby, and the parties will enter into negotiations on the subject matter of the invalidated provision.

ARTICLE 43. NOTICE

Whenever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, the same will be deemed to have been duly given, served and delivered either upon personal delivery or by mailing the same by United States registered or certified mail, return receipt requested to the party entitled thereto at the address set forth below:

EMPLOYER: People and Culture Manager
Catholic Charities CYO
990 Eddy Street
San Francisco, CA 94105

UNION: Service Employees International Union, Local 1021
Union Field Representative
350 Rhode Island, Suite 100 South
San Francisco, CA 94103

Either party may change the address to which notices will be given in accordance with the provisions of this Article.

ARTICLE 44. TERMS OF AGREEMENT

- A. 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. This Agreement fully and completely incorporates the understandings between the parties and constitutes the sole and entire agreement between the parties in any and all matters. Therefore, the Employer and the Union each agree that the other will not be obligated to bargain on any subject during the life of this Agreement, except that the Employer and the Union agree to bargain on proposed changes to practice or policy not included in the Agreement which involve a mandatory subject of bargaining.

- B. This Agreement becomes effective July 1, 2018 and will remain in full force through June 30, 2021, and from year to year thereafter, unless either party gives written notice not less than ninety (90) days but no more than one-hundred and twenty (120) days, immediately prior to the expiration date, of the intention to amend, modify, or terminate this Agreement. In the event the parties do not wish to terminate the Agreement but desire to negotiate changes and modifications, the Agreement will continue in effect and no party will be free to engage in economic action in the absence of impasse in negotiations.


- C. Per Article 34. Health Insurance), if the increase to health care premiums for the medical plan is above seven (7%), both parties agree to negotiate within two (2) months before the plan enrollment, with the understanding that such negotiation may trigger a wage re-opener.

SIGNATURE PAGE

Signed and entered into this 25 day of February, 2018. ⁹ APR 30/19

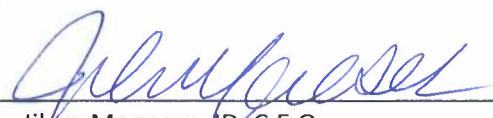
SEIU LOCAL 1021:

CATHOLIC CHARITIES CYO
OF THE ARCHDIOCESE
OF SAN FRANCISCO:

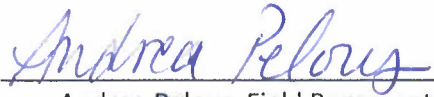
By 
Amanda McArthur, Bargaining Team

By 
Charles (Chas) Lopez, C.O.O

By 
Kristen Schoendorf, Bargaining Team

By 
Jilma Meneses, ID, C.E.O.

By _____
Marnica Quintana, Bargaining Team

By 
Andrea Pelous, Field Representative

By 
David Canham, San Francisco Director

By 
John Stead-Mendez, Executive Director

APPENDIX "A" – PAY SCALES

July 1, 2015 to June 30, 2016

	A	B	C	D	E	F	G	G+/H
PL4	26.7	27.12	27.78	28.47	29.16	29.87	30.96	31.58
PL3	22.05	22.37	22.95	23.53	24.16	24.87	25.85	26.36
PL2	19.7	19.98	20.47	21.02	21.38	22.02	22.9	23.35
PL1	17.9	18.15	18.47	18.9	19.39	19.97	20.76	21.17
SS4	17.4	17.86	18.54	19.22	19.94	20.5	21.31	21.73
SS3	15.14	15.56	16.13	16.68	17.26	17.79	18.49	18.85
SS2	14.75	15.13	15.68	16.31	16.88	17.4	18.09	18.45
SS1	14.06	14.33	14.75	15.19	15.26	16.1	16.75	17.08
RA3	15.22	15.51	15.98	16.45	16.92	17.42	18.11	18.47
RA2	14.09	14.37	14.79	15.24	15.69	16.15	16.79	17.12
RA1	13.16	13.41	13.81	14.24	14.65	15.08	15.68	15.99
MS3	16.05	16.37	16.85	17.34	17.85	18.37	19.11	19.49
MS2	14.75	15.13	15.68	16.31	16.88	17.4	18.09	18.45
MS1	13.16	13.49	13.93	14.28	14.62	15.01	15.62	15.93
CD4	18.24	18.6	19.14	19.72	20.28	20.88	21.72	22.15
CD3	15.53	15.81	16.28	16.78	17.26	17.78	18.49	18.85
CD2	12.55	12.55	12.55	12.55	12.79	13.19	13.71	13.98
CD1	12.55	12.55	12.55	12.55	12.55	12.55	12.58	12.83
SF MWO								
Effective								
Date	Minimum Wage Rate							
5/1/2015	\$12.25							
7/1/2016	\$13.00							
7/1/2017	\$14.00							
7/1/2018	\$15.00							

APPENDIX “B”

Working Classifications by Pay Classification

Professional

- PL4 (Requires Licensure)
Clinical Supervisor
Social Worker II

- PL3 Case Management Coordinator
Program Coordinator II
Site Supervisor
Social Worker I

- PL2 Activities Coordinator
Case Manager II
ESL Instructor II
Health Educator
Intake Coordinator
Job Development Specialist II
Long-Term Care Ombudsman
Program Coordinator I
Volunteer Coordinator

- PL1 Case Manager I
ESL Instructor I
Information/Referral Coordinator
Job Development Specialist I
Money Manager
Program Advocate

Maintenance Services

- MS3 Lead Maintenance Worker

- MS2 Maintenance Worker

- MS1 Custodian

Support Services

- SS4 Administrative Assistant II

- SS3 Certified Nursing Assistant
Program/Activities Assistant

- SS2 Administrative Assistant
Food Services Coordinator
Information/Referral Specialist

- SS1 Food Services Worker

Residential Assistants

- RA3 Lead Residential Assistant

- RA2 Residential Assistant/Specialist

- RA1 Residential Assistant

Child Development

- CD4 Head Teacher

- CD3 Teacher

- CD2 Teacher Aide II

- CD1 Teacher Aide I



Service Employees International Union – Local 1021
350 Rhode Island Street, #100S
San Francisco, CA 94103
(415) 848-3611

Field Representative _____

Union Steward _____

Telephone Number _____