

2025-2028 CBA SEIU 1021/Baker Places Union and Baker Places Inc.

# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN THE**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 /  
BAKER PLACES UNION**

**AND**

**BAKER PLACES INC.**

**July 1, 2025 through June 30 2028**

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AGREEMENT

This Agreement is entered into by and between BAKER PLACES, INC. (hereinafter referred to as the "Employer") and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 SEIU (hereinafter referred to as "Union")

SECTION 1. MANAGEMENT RIGHTS

It is mutually agreed that it is the Employer's exclusive duty and right to manage the operations of the Employer and to direct the working forces. This right includes, but is not limited to, the right to determine the number and location of facilities, determine the size of the work force, set personnel policies, hire, transfer, promote, demote, schedule, determine job content, reclassify, layoff, discipline or discharge Employees, and to contract out for services as has been done in the past, subject to the conditions provided herein. In the event the Employer exercises a management right that has a material effect on the wages, hours, or other terms and conditions of employment of bargaining unit employees, the Employer will notify the Union in writing and, upon request, will meet to bargain over the effects of the decision. The Employer will make reasonable efforts to provide the Union with at least fourteen calendar days advanced notice,

SECTION 2. RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all Employees as defined in NLRB Recognition Case No. 20-RC-15146 or as may be further clarified by NLRB Recognition or Unit Clarification Petition. This Agreement applies to all professional and direct service Employees working in any current or future treatment facilities operated by the Employer.

SECTION 3. UNION MEMBERSHIP

- A. **MEMBERSHIP:** All Employees subject to this Agreement must become members of the Union within 31 days of employment. Continued employment is contingent upon joining the Union and remaining a member in good standing. Members in good standing will be defined as employed members of the Union who tender periodic dues and initiation fees as uniformly required by the Union.
- B. **DUES DELINQUENCY:** The Union will inform the Employer by certified mail of any Employee who fails to tender the periodic dues and initiation fees uniformly required by the Union. The Employer will discharge such Employee within seven (7) days of receipt of such notice.
- C. **HOLD HARMLESS:** The Union will indemnify and save the Employer harmless from any and all claims, suits or other actions arising from this Section or complying with any request for termination of employment under this Section.
- D. **DUES:** At the time of hire, Employees will complete an Authorization to Deduct Dues form. After the Employer receives this form, the Employer will deduct the periodic dues and fees directly from the Employee's pay check.
- E. **NEW HIRES:** Every pay period, Employer will provide the Union with an electronic list in Excel format of bargaining unit employees containing the following information:

- 1. Employee Number
- 2. Name (separate fields for first, middle, last)
- 3. Home Address (separate fields for address, city, state, zip)

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4. Work Phone
5. Work Cell Phone
6. Home Phone
7. Personal Cell Phone
8. Work E-mail Address
9. Personal E-mail Address
10. Hire Date
11. Seniority Date
12. Birth Date
13. Job Classification Code
14. Job Classification Title/Name
15. Job Type (full-time, part-time, per diem, as needed, etc.)
16. Pay Rate
17. Pay Step
18. Pay Status (active, on leave, etc.)
19. Bargaining Unit Code or Name / Union Code
20. Department/Division/Program Code(s)
21. Department/Division/Program Name(s)
22. Campus or Facility Name
23. Work Location Name
24. Work Location Address
25. Work Location Floor/Room
26. Shift/Schedule
27. Last Paid Date, or Hours worked in most recent pay period
28. Hours worked YTD and/or Fiscal YTD

Note: Excel format is preferred. Delimited or other formats are also acceptable if necessary.

Please send files to [data@seiu1021.org](mailto:data@seiu1021.org) and the SEIU field representative.

**SECTION 4. UNION BUSINESS**

- A. **REPRESENTATIVES:** A duly authorized representative of the Union will be permitted to talk with bargaining unit Employees away from clients with a minimum of disturbance of work. Permissible areas of access will include but will not be limited to hallways, breakrooms, lobbies, the staff offices, kitchens, and any other designated staff work areas for the purpose of seeing that the terms of this contract are being observed. Representatives will not linger in potentially confidential areas and will do their best to avoid disturbing clients. Admission to site on each

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occasion will be effected through the usual front entrance and notice of the visit will be given 24 hours in advance to the Program Director or the Assistant Director of the site. The Union will notify the Employer in writing of the duly authorized representative.

- B. **STEWARDS:** The Union is entitled to a Steward for representation at each work site. The Union will notify the Employer in writing when a Steward is designated. The Steward's activities will not interfere with his or her job duties, the work of any other Employee, or the general work place. Steward must provide notice to the Site Director 24 hours in advance when leaving the work place or engaging in the duties of a Steward during regular working hours. Management understands that said duties shall take place under released time.
- C. **BULLETIN BOARDS:** At each work site, the Employer will furnish and allow reasonable access to a bulletin board or wall space solely for official Union business. The space should be in the work site office or staff-oriented area. The Union assumes all responsibility for the material contained on its notices. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to clients. A Union official or shop steward will sign such notices.
- D. **UNION MEMBERS ORIENTATION:** During the regular bi-monthly new employee onboarding process scheduled by the Employer, or on another mutually agreed upon time, representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, via video conference/teleconference or in-person and present written materials, to orient new employees to the Union for which attendance by the new hires is mandatory, at a time designated by the Employer. The Union shall decide whether to attend the New Employee Onboarding in person or virtually, and will let the employer know in advance by at least 1 business day which option was chosen. No representative of management shall be present during the Union's presentation. Release time not to exceed three (3) hours per steward per onboarding shall be granted for one steward. "New hires" shall be defined to include any employee new to the Union, including, but not limited to, through accretion or promotion/demotion. If the newly hired employee is unable to attend the onboarding, they Baker Places shall include in their new hire packet and distribute at the new employee onboarding: the current Union membership and COPE forms as provided by the Union, a copy of the link to the Collective Bargaining agreement and the contact information of the Union Representative.
- E. **UNION LEAVE:** Upon written request with four weeks notice from the Union, one bargaining unit employee per program shall be granted a 30-90 10 day leave of absence, subject to staffing needs and operational feasibility, to work for Local 1021. The start and end date of the leave will be contained in the notice. During the leave, the Employee will continue to be paid by the Employer, will continue to accrue seniority and all benefits to which they are normally entitled. Employee benefit deductions will continue during the leave. SEIU Local 1021 will reimburse the employer for all costs of employee compensation, benefits, paid to employees during the leave. The Employer will submit invoices to the Union, and the Union will remit payment to the Employer within 10 thirty days of receipt of the invoice. At the end of such leave the employee shall be returned to their same classification and Department.

## SECTION 5. UNION MEETINGS AND MEMBER PARTICIPATION

The Employer shall make reasonable efforts to support the participation of bargaining unit employees in Union-related activities, including but not limited to Union meetings, committee meetings, trainings, rallies, and other activities that support the administration of the Union and the Collective Bargaining Agreement.

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Management agrees to release all employees in this bargaining unit on a monthly basis to attend chapter meetings. The Union shall provide Baker Places PX Director, at least two weeks in advance, the date and time for said meeting.

Members shall be granted additional reasonable release time, including but not limited to a minimum of four (4) hours per quarter with additional hours as mutually agreed upon by the Employer and the Union. Release time requests shall be submitted to the Site Director with at least five (5) calendar days' notice, except in emergencies, and shall not be unreasonably denied. The Employer shall provide resources, including but not limited to meeting spaces, printing services, and access to workplace communication systems (e.g., email, intranet), to support Union communications and member education.

### SECTION 6. DISCRIMINATION

- A. There will be no discrimination by the Employer or the Union against an Employee or application for employment because of race, creed, religion, color, national origin, age, sex, gender identity, sexual orientation, marital status, parenthood, disability, veteran status, political affiliation or because of membership in the Union or activities on behalf of the Union.
- B. REPRESENTATION FOR COMPLAINTS: In a meeting where management is investigating a formal complaint made by an employee of workplace harassment based on a category listed in this Article, the employee making the complaint has the right to have a shop steward or union representative present in the meeting.
- C. ANTI-RETALIATION: The Employer shall not retaliate against any bargaining unit member for engaging in Union activities, exercising rights under the CBA, or participating in activities for mutual aid and protection. Union activities include, but are not limited to, investigating and filing grievances, participating in contract negotiations, attending Union meetings, signing petitions, reporting workplace safety or health violations, enforcing the terms of the CBA, or engaging in other activities authorized by the Union or under applicable labor laws. Retaliation includes, but is not limited to, discipline, discharge, demotion, reduction in hours, reassignment to less favorable shifts, or denial of promotions or transfers. Any member who reports violations of this CBA, workplace safety regulations, or other legal standards shall be protected from retaliation.

### SECTION 7. AFFIRMATIVE ACTION COMMITTEE

At the request of either the Employer or the Union, a committee will be established to oversee training and other issues pertinent to the policy of hiring, promoting, and retaining minority Employees. The Committee will consist of up to two (2) bargaining unit members and two (2) management representatives. The Committee's role is advisory only and not subject to the grievance procedure. The Committee will make its recommendations in writing and submit them to the Director of Human Resources, who will respond in writing within one month. It is further understood that the Committee may meet during work hours once each month [up to a maximum of eight (8) hours per month] or more often as mutually agreed.

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SECTION 8. SENIORITY

- A. SENIORITY FOR SHIFT ASSIGNMENT: For the purpose of shift assignment, "Seniority" shall be defined as continuous length of service measured from most recent date of hire. Shift bids will be for open shifts only. Bids for open shifts will be assigned in order of seniority.
- B. SENIORITY FOR TIME OFF REQUESTS: For the purpose of time off requests, "Seniority" shall be defined as continuous length of service measured from the most recent date of hire with Baker Places.

C. SENIORITY FOR LAYOFF

- 1. Definition of "Seniority" for the purpose of layoff shall be defined as continuous length of service measured from the most recent date of hire with Baker Places.
- 2. The parties agree to abide by this principle as long as there is no direct conflict with the goals of the Employer's Affirmative Action Policy.
- 3. When a reduction in workforce is necessary:
  - a. The Employer and the Union will meet and confer to discuss the circumstances, bargain over the decision and the impacts, and to consider any alternatives, including the options of (1) reduction of work hours or workweek; (2) job sharing.
  - b. Employees will be given as much notice of layoff as possible, but no less than 20 calendar days (unless the Employer receives less than 20 days' notice of a funding loss). The Employer will provide the Union with concurrent notice.
  - c. Affected non-probationary Employees may apply for any open position in the bargaining unit.
  - d. If there are not enough open positions, the Employer will designate positions held by temporary and probationary Employees as open for which the affected non-probationary Employees may bid and may be considered if qualified.
  - e. If possible, the number of open positions and designated open positions will equal (but not exceed) the number of laid off Employees.
  - f. Employees at the work site affected may also be offered the option for voluntary layoff.
  - g. The Employer will attempt to distribute the workload equitably.
  - h. Any regular or probationary Employee receiving notice of layoff will be eligible to be used as fill-in workers for the Employer.
  - i. Severance Pay due to Reduction in Workforce:
    - 1 - 2 years - 2 weeks of severance pay
    - 2 - 4 years - 3 weeks of severance pay
    - 4 or more years - 4 weeks of severance pay
- 4.
  - a. Unless currently involved in a disciplinary investigation, effected staff members are guaranteed interviews for open positions. Prior disciplinary actions will not prevent staff from interviewing for open positions.
  - b. As determined in the interview process, if effected staff member is suitable for transfer into an open position, but requires additional training, the Employer will provide this training. The effected staff member who is suitable for the open position but requires training will be considered an Introductory Probationary employee for six months. However, all rights and privileges related to Union representation, step placement, and anniversary date remain in place. At the end of the Introductory Period, the effected staff member's performance will be evaluated by the Program Director.



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c. Effected staff not selected as a result of staff interview process may appeal decision to a joint Labor/Management Committee. The Committee will be comprised of two (2) members from Management and two (2) members from the Union. The Committee will be provided with the explicit factors that led to the decision. The Labor/Management Committee will review the appeal and recommend:

- 1) Re-interview at the same site
- 2) Interview at a different site
- 3) Support for the decision If the Labor/Management Committee is unable to reach consensus then the Executive Director and the Union Field Representative will meet and confer to seek resolution.

5. An Employee who is hired for another position following layoff will receive no loss of benefits and will be placed at the salary step of his/her new position closest to but not less than his/her previous position. (Provisions of this subsection are not subject to the grievance procedure.)

6. The Employer will recall all laid off Employees to their previous positions before hiring a new employee for a position, which was eliminated. Recall will be accomplished in the inverse order of layoff from the site, and will remain consistent with the Employer's Affirmative Action Policy.

7. The Employer will inform the Employee of recall by use of registered mail, return receipt requested. The Employee will have four (4) calendar days from receipt to inform the Employer if the position is accepted. If an Employee rejects recall as provided, such rejection will be in writing or the Employee will be presumed to have refused recall and will be stricken from the list.

8. The Employer will recall all laid off Employees prior to the hiring of any new Employee for which the laid off Employee(s) meet(s) the qualifications of the position, subject to interview and approval of the Director and staff at the new program site.

9. Employees on layoff will be preferred over external candidates in filling vacancies throughout the Agency, provided that the qualifications and abilities are comparable and that there is no conflict with the Employer's Affirmative Action Policy or with the requirements of the Employer's contracting agencies.

10. An Employee will have the right to two (2) refusals of recall should both calls be to a site other than the one in which the layoff occurred.

11. An Employee refusing first recall to the same site in which the layoff occurred or refusing third recall to any site shall be stricken from the layoff and seniority lists. However, if an Employee is called back to a temporary position, s/he shall have the right to refuse that position without the refusal affecting loss of recall rights.

12. A list of Employees on layoff (who have not been stricken due to the provisions above) will be maintained for a period of 18 months. Employees on layoff will be responsible for informing the Employer of current address and telephone number while on layoff.

**D. SENIORITY APPLIED TO LEAVES OF ABSENCE:**

Seniority is continuous during authorized leaves of absence; however, no additional seniority is accrued during leaves of absence longer than 30 days.

**E. LOSS OF SENIORITY RIGHTS:** An Employee's seniority rights may be discontinued for any of the following reasons:

- a. A voluntary quit or justified discharge.

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- b. Failure to return to work, without justifiable reason, within a three (3) day period after receiving proper notification to do so.
- c. Layoff for a period of 18 months or more.
- F. Seniority lists of Employees will be updated quarterly and readily accessible at each worksite and shall be provided to the Union Representative, his/her designee, steward or concerned Employee upon request to People Experience and will be provided within 48 hours.

SECTION 9. HIRING PROCEDURES

- A. JOB POSTING Bargaining unit job openings will be posted at each site and sent to the Union at the same time notice is given to the community. Postings will include the location of the job.
- B. All open positions must be advertised at least seven (7) calendar days before the closing date for accepting applications.
- C. Job openings in any bargaining unit position will be awarded to the applicant best qualified for the position, who has the skill and ability to perform the job in the best judgment of the Employer. Such action should be consistent with the Employer's Affirmative Action Policy, and the requirements of the Employer's contracting agencies.
- D. Bargaining unit applicants will be preferred over outside applicants in vacancies, if they are qualified in the judgment of the Employer, and given that there is no conflict with the Employer's Affirmative Action Policy and the requirements of the Employer's contracting agencies.
- E. A hiring committee will be established to assist in the filling of bargaining unit vacancies. The committee will include at least two (2) bargaining unit Employees from the program with the vacancy being filled. If there are no volunteers for the committee, hiring will proceed solely under the direction of Management. The hiring advisory committee will interview and discuss all candidates and make recommendations to the program supervisor regarding the selection of the finalist(s). The ultimate decision of who to hire rests with the Employer.
- F. The Labor Management Committee will jointly draft phone screening and interview questions, which will subsequently be reviewed at least once per year at a mutually agreed to Labor Management Committee meeting.
- G. Any and all bargaining unit telephone screening interview answers will be provided to the hiring committee and site management prior to the site-based interview.

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**SECTION 10. APPOINTMENT ABOVE ENTRANCE**

Appointment at any step placement above the entrance step will be determined as follows:

- A. Newly hired employees may be placed at the salary step that corresponds to one half of their years of work experience, so long as the experience is verified and applicable to the position.
- B. Rehired Baker Places employees will be placed at the salary step that corresponds to their total accumulated years of experience, so long as the experience is verified, applicable to the position, and within any SEIU Local 1021 Chapter.

<b>Salary Step</b>	<b>Years of Service at Baker Places or Other SEIU 1021 Provider</b>	<b>Years of Relevant Experience – External Organization</b>
A	Less than 1	Less than 2
B	1	2
C	2	4
D	3	6
E	4	8
F	5	10
G	6	12
H	7	14
I	8	16
J	9	18
K	10	20
L	11 or more	22 or more

**SECTION 11. PERSONNEL FILES**

- A. **INSPECTION:** Records, reports, and other material relating to employment and performance will be maintained by the Employer in Personnel Files. An Employee will be able to schedule an appointment to view his or her personnel file. The Employee may choose whether to have a union representative present during this viewing.
- B. **CONTENTS:** Material relating to an Employee's performance will be signed by a person competent to know the facts. The Employee will also acknowledge receipt of such material by signing the actual copy to be filed. The Employee's signature signifies that the Employee has read the material and does not necessarily indicate Agreement with its contents. The Employee will receive a copy upon signing.
- C. **COPIES:** An Employee may request a copy of any document that s/he has signed and that is in his or her personnel file.
- D. **ANONYMOUS MATERIAL:** No anonymous material will be introduced into the file of any Employee.
- E. **SECRET MATERIAL:** Except for material which is not kept in the personnel file by mutual agreement and signature of the Employer and Employee, material not in the file may not be used against an Employee for any purpose.
- F. **INCORRECT MATERIAL:** Material will be removed or otherwise deleted from an Employee's personnel file if the Employer and the Employee agree that the material is incorrect or if the material is determined to be incorrect as a result of the grievance process.

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- G. **OBJECTIONABLE MATERIAL:** An Employee may grieve any material in his or her personnel file which he or she believes to be objectionable. Regular Performance Evaluations are not a part of the Progressive Disciplinary Process and may not be grieved under this Section.
- H. **EMPLOYEE RESPONSE:** The Employee will have the right to respond to any material filed. This response will be attached to the file copy and will remain in the file.
- I. **COMPLIMENTARY MATERIAL:** Information of a complimentary nature received by the Employee or Employer may be added to the personnel file at the Employee's request.
- J. **RELEASE OF INFORMATION:** The Employer will only release dates of employment, as requested by outside agencies. A letter of reference or job title and duties may be prepared only in response to an Employee's written request.

## SECTION 12. HOURS

Employees must electronically clock their own hours worked and meal breaks using the designated timekeeping system (currently ADP). Time entries must be submitted electronically for approval each pay period. All time off requests must also be submitted electronically for approval.

### A. Hours of Work:

- 1. The workweek for full-time Employees consists of 40 hours. Usual business hours for case management programs and business offices are 9:00 a.m. to 5:00 p.m. Alternative schedules may be developed or modified only with prior approval by an employee's supervisor.
- 2. Since residential treatment operates 24 hours a day, all year long, shifts and schedules may vary based upon location and staffing needs.
- 3. Some schedules may be developed on an 80-hour/two-week basis by mutual agreement of the Employer and the Employee

### B. MEAL AND BREAK PERIODS:

- 1. Meals: Consistent with the social rehabilitation treatment philosophy, eating meals with the residents is part of regular job duties in residential programs. Case management and office personnel may take a onehalf hour lunch break each day.
- 2. Breaks: In accordance with state and federal regulations, Employees may take one 15 minute break for each continuous four (4) hours worked. An Employee may leave the work area during such breaks, except when to do so would be in conflict by staff/client coverage requirements set by contracting agencies.
- 3. If due to programmatic needs an employee is unable to take the employer-provided meal period or rest period, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period was not taken. Validation of the missed rest or meal period is required by management.

### C. OVERTIME AND COMPENSATORY TIME: Definitions: "Overtime" is that time determined in compliance with California law to be eligible for compensation at one-and-one-half the employee's usual hourly rate. "Double-time" is that time determined in compliance with California law to be eligible for compensation at two times the employee's usual hourly rate. "Comp- time" refers to additional hours worked in return for additional paid time on an hour-for-hour basis, and may be paid out in the same payroll period, or banked for future use as paid time off, according to the employee's preference. The parties recognize the professional nature of the work performed by Employee covered by this Agreement. Therefore, actual daily and weekly work schedules may vary, on occasion, according to the time requirements of specific work assignments. Workload assignments will be made on the basis of an average forty (40) hour

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workweek. Employees will adjust time and location of work to suit workload needs as determined by the Program Director.

1. When an Employee is required and authorized by a supervisor to extend their shift on short, less than 8 hours' notice, in addition to or beyond the Employee's regularly scheduled hours or in excess of 40 hours per week, the additional hours worked are considered overtime and compensated at "time-plus-one-half" the regular pay rate. These earnings may be paid out in the next paycheck or banked for future time off per the employee's preference as noted on the timesheet. (Except as subject to the provisions of Subsection [A.] above, where a written agreement for an 80-hour pay period may be substituted for the 40-hour provision, for the purposes of calculating overtime.)
2. All overtime hours must be approved by the Employee's supervisor as program or clinical needs, and are not voluntary in nature or for personal convenience.
3. An Employee working in AILP or BSLP is entitled to four (4) hours of additional pay or paid time off for his/her completion of a regular on-call week (pager). If the on-call week includes a holiday, then the Employee is entitled to six (6) hours of additional pay or time off for on-call that week. The on-call pager is for emergency use only.
4. Agency time sheets will record actual time worked and actual time off and overtime records will be maintained in the payroll office.
5. Compensatory time off will be allowed but not required to be taken within 90 days of its accrual. It must be taken within one year. Notwithstanding the foregoing, it is not the intent of this Section to authorize the combining of compensatory time with vacation to extend vacation time periods for Employees. At termination an Employee will be paid for all accrued compensatory time.

**D. THE 4/10 WORKWEEK** In addition to the regular, 9:00 AM to 5:00 PM workday shift, the parties agree to a program for a 4-day / 10-hour-per-day workweek schedule for fulltime Employees of AILP and BSLP under the following conditions:

1. It is agreed that no more than two Employees will participate in the program at any given time and all participants must do so voluntarily.
2. Employees will be selected for this alternate schedule on the basis of seniority.
3. The hours worked will be between 9:00 AM and 9:00 PM, Monday through Friday only.
4. Employees working this program will not be off on the same day (determined by seniority) and must attend all staff meetings.
5. The purpose of this program is to ensure continuity of client services and to meet the needs of those clients who are working and not available to be seen during the regular business day.
6. Holiday pay will not exceed eight (8) hours of pay per holiday.
7. The Executive Director may continue or discontinue the program on a yearly renewal basis at July 1 of each year.
8. These provisions are not subject to the Grievance Procedure of this CBA.

## **E. SHIFTS AND SCHEDULING**

### **1. Definition**

- a. Case Manager Shifts (AILP, BSLP, ISN, and VOC) will not be affected by this Agreement.
- b. Residential Counselor Shifts are of four types:
  - Client Contact
  - Overnight
  - Staff Meeting
  - Training

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### 2. Basic Principle

- All Staff are expected to be awake and alert on all shifts.
- No scheduled shift will exceed 12.5 hours in length.
- Staff will not be regularly scheduled to work consecutive (back-to-back) client contact shifts.
- Staff will not be regularly scheduled to work consecutive client contact and overnight shifts.
- Staff may be scheduled to work consecutive client contact OR overnight AND Staff meeting shifts.
- Staff may be scheduled to work consecutive client contact OR overnight AND training shifts.
- Staff will have an offsite, non-work time of at least nine (9) hours between regularly scheduled client contact shifts, and/or between regularly scheduled client contact and overnight shifts.
- Occasionally, program or clinical emergencies may require consecutive shifts contrary to the above outline. When such emergencies occur, Staff will be compensated at overtime rates according to the provisions of the CBA.

### 3. Schedules and Assignments

#### a. Determining the overall Site Schedule

- Management will prepare the overall schedule options appropriate to the number of Staff and the activities (i.e. Day Treatment) at each site. The overall options will be developed according to the principles in Section (2) of this letter, within the context of meeting the clinical practice and regulatory needs of each site.
- Management and Staff will review the overall schedules for fairness and select one of the approved options as the schedule for the work site.
- Staff may change the overall site schedule to another of the Management-approved, overall site schedules, by consensus.
- Management will have the option to change the overall schedule at a particular work site, given a minimum of one month's notice to Staff, only if there is a bona fide clinical or program need.
- Overall schedules (for a site) consist of individual work schedules which determine Staff work weeks for a set period of time. The set period of time for an individual work schedule at a particular site will range from four (4) months to one (1) year, to be determined by consensus of the Staff.

#### b. Determining the Individual Work Schedule

- Upon approval of the overall site schedule, Staff will have the right to select individual work schedules.
- If Staff cannot reach Agreement on selection of individual work schedules, they will select by order of seniority as determined by Section 8A: *“Seniority” shall be defined as continuous length of service measured from most recent date of hire. Shift bids will be for open shifts only. Bids for open shifts will be assigned in order of seniority.*

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- Selection of individual shifts by Staff will meet the clinical and program needs to provide for balance in culture, language and gender, to the greatest degree possible at each work site.
- Staff will have the option to grieve what they may consider an arbitrary change by Management of an individual shift schedule or the overall schedule. Pending the resolution of such grievance, Staff must work the individual or overall schedule as directed by Management.
- Staff may switch or trade shift assignments, by request and with Management approval. Management may choose not to approve the request if it is considered unfair to others at the work site or if it is considered contrary to program or clinical need.

### SECTION 13. LEAVES OF ABSENCE

#### A. FAMILY CARE & MEDICAL LEAVE:

1. Eligibility: To be eligible for family care and medical leave, an Employee must have worked for the Employer for at least 12 months prior to the date on which the leave is to commence, and have worked at least 1250 hours during the 12 months preceding the leave.
2. Permissible FMLA Leaves: Leaves of absence under the Family & Medical Leave Act may be taken for any of the following reasons: • To care for the Employee's child after birth, or placement for adoption or foster care (maternity or paternity leave); • To care for the Employee's spouse, child, or parent, who has a serious health condition; or • For a serious health condition that makes the Employee unable to perform his/her job.
3. Request for Leave: The Employee will submit a written request for a medical leave of absence to his or her supervisor as soon as the Employee learns of the need for a leave.
4. Medical Certification: The Employee will submit to the Employer written certification from the attending physician stating the need for the medical leave; the date of departure necessitated by the medical disability; and the expected duration of the leave time.
5. Leave's Effect on Benefits: For eligible, regular Employees, the Employer will continue to pay for the Employee's participation in group health plans, pension and retirement plans, and other benefit plans, to the same extent and under the same terms and conditions as would apply had the Employee not taken leave. Per the conditions of the Family Care and Medical Leave Act, these benefits will continue for up to three (3) months only. After three months, Employees may choose to continue their insurance coverage at their own expense.
6. Leave's Effect on Pay: Accrued sick leave will be integrated with State Disability Insurance or Workers' Compensation. After accrued sick leave is exhausted, the remainder of the medical leave of absence may be supplemented with vacation, holiday, and float.
7. Length of Leave: The maximum term of the medical leave will be for six (6) months during any consecutive twelve (12) month period except that pregnancy leave may be for a maximum of seven (7) months during any consecutive twelve (12) month period.
8. Return from Leave: The Employee will confirm intent return to work at least two weeks before the expected return date. Any request for extending a leave must be submitted in writing to the program supervisor.
9. Reinstatement: For a leave of less than 6 months, the Employee will be reinstated to the same classification, position, and shift. The Employee will provide the Employer with a physician's release of ability to return to work and perform regular duties of the job.

- B. OTHER LEAVES OF ABSENCE: Leaves of absence for other reasons such as family emergency, personal business or other compelling reasons will be granted to Employees who have completed the probationary period and where the efficiency of the Employer's operations will not be unduly impaired. During such leaves, an Employee may exhaust accrued vacation

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- C. UNION NOTIFICATION: Whenever an Employee is granted a leave of absence; the Union will be notified of such fact in writing.
- D. Employees on extended leaves of absence will not accrue holidays, sick time, or vacation hours. Current employees on leave, as of contract ratification, will continue as per current practice.

SECTION 14. HOLIDAYS

- A. The following will be recognized as paid holidays:

- \*New Year's Day
- \*Martin Luther King, Jr. Day
- Cesar Chavez Day
- \*President's Day
- \*Memorial Day
- \*Juneteenth Day
- \*Fourth of July
- \*Labor Day
- Indigenous Peoples Day
- \*Veterans Day
- \*Thanksgiving Day
- Friday after Thanksgiving
- \*Christmas Day
- Employee's Birthday
- 4 Floating Holidays (after passing probationary period)

- B. All full-time Employees will receive eight (8) hours off for each of the above holidays. Part-time Employees will receive holiday time off on a pro rata basis.
- C. Holidays will be observed on the legally designated day for residential Employees. For non-residential Employees, holidays falling on Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday.
- D. Staff working during the 24 hours (midnight to midnight) of the nationally recognized holidays, which are designated with an asterisk (\*) will be paid double-time for the actual number of hour actually worked and will receive 8 hours of holiday pay. Employees working on all other holidays (midnight to midnight) will receive their regular wages (in accordance with state laws) and 8 hours of holiday pay.
- E. Accrued holiday time may be used for sick time if the Employee does not have sick time.
- F. Floating Holidays and Employee Birthday: Upon completion of Probation, each Employee will accrue a floating holiday four times per year. A floating holiday will be distributed to each Employee on payroll effective January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>. Employee's working on Floating Holidays and Employee Birthday Holiday will not be paid the same as if working on a nationally recognized holiday. Employee Birthday Holiday and Floating Holidays are not subject to "D."
- G. The Employer encourages Employees to use holiday time within the pay period that it is accrued. This is to insure that holiday hours are used as intended, to replenish energy on a regular basis. A



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maximum of 24 holiday hours will be carried over at the end of each fiscal year. Any excess holiday hours not used by June 30th of each year will be lost.

- H. Employees accrue holidays while on paid leaves of absence: sick leave and vacation.
- I. Employees will forfeit their eligibility for a holiday if they fail to work on the last scheduled work before and the first scheduled work day following a holiday, except when absence is excused for one of the following reasons:
1. Industrial accident
  2. Bona fide illness
  3. Funeral leave
  4. Jury duty
  5. Other absence approved by the supervisor
- J. NOTICE: Employees will preferably give two (2) weeks' notice prior to utilization of the floating holiday.
- K. SCHEDULING CONFLICTS: If two Employees request the use of holiday time for the same period and may not be absent simultaneously, time off will be granted by the order in which the requests were submitted. If requests are submitted on the same day, holiday time will be granted by seniority.
- L. At the time of termination an Employee will be paid for all unused accrued holiday time.

## SECTION 15. VACATION

- A. ACCRUAL - Full-time Employees will accrue paid vacation, calculated to the nearest half (1/2) month, as follows:

<u>Length of Service</u>	<u>Accrual Per Month</u>	<u>Accrued Per Year</u>
Start through 24 months	8 hours	96 hours
25 through 36 months	12 hours	144 hours
37th month and forward	16 hours	192 hours

- B. PART-TIME EMPLOYEES: All part-time Employees working at least 20 hours per week accrue vacation time on a pro-rated basis.
- C. ACCRUAL LIMIT: Employees may accrue vacation up to a maximum of 200 hours. Vacation accrual will cease once the maximum is reached. Vacation accrual will recommence after an Employee has taken vacation and the Employee's accrued hours have dropped below the maximum.
- D. USE OF HOURS: Employees may use vacation time in segments no less than one half (1/2) hour.
- E. APPROVAL: All vacation requests must be submitted to the immediate supervisor on a 'Request for Time Off' form, preferably 2 or more weeks in advance. Employer will not be responsible for plans made without approval.
- F. SCHEDULING CONFLICTS: If two Employees request vacations for the same period and may not be absent simultaneously, vacation will be granted by the order in which the requests were submitted. If requests are submitted on the same day, vacation time will be granted by seniority.

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- G. **PAY ON TERMINATION:** At the time of termination an Employee will be paid for all unused accrued vacation time.
- H. Employees will accrue but not be entitled to take vacation leave until completion of their initial probationary period.
- I. Pay for vacation will be paid the normal payday.

### SECTION 16. SICK LEAVE

- A. **ACCRUAL:** Employees will accrue paid sick leave, calculated to the nearest half (1/2) month, at the rate of eight (8) hours per month, beginning from the date of employment. Part time Employees will accrue sick leave hours on a pro rata basis. Sick leave may be accrued to a maximum of 400 hours or 50 days.
- B. Sick leave may be used when an Employee is unable to perform his/her duties due to personal illness, disability, mental health, medical or dental appointments, or to administer care to an immediate family member with a serious illness. "Family member" is defined as current spouse, domestic partner, parent, step-parent, sibling, step-sibling, half-sibling, child, step-child, adoptive child, child of domestic partner, current parent-in-law (including parents of domestic partner), grandparents, and grandchildren.
- C. Sick leave will be applicable only for time which the Employee is scheduled to work.
- D. If an Employee is absent on paid sick leave and a holiday day occurs during such absence, the holiday hours the Employee is eligible to accrue will be used instead of sick leave hours.
- E. The payment of sick leave will not affect or limit an Employee's right to the full weekly disability benefits to which s/he may be entitled under the California Unemployment Compensation Act. In cases where an Employee is eligible to receive disability benefit payments, the Employee will receive his/her full disability benefit payment, plus such portion of his/her sick leave pay that will aggregate to an amount equal to but not exceeding the Employee's regular rate of pay. In cases of industrial injury entitling an Employee to Worker's Compensation Insurance payments, the same method of integration with sick leave will apply.
- F. If an Employee becomes hospitalized while on vacation s/he may charge accrued sick leave for such a period of illness. The Employee will be asked to provide a doctor's note for this period.
- G. The Employer may request verification of sickness or medical appointment to justify an Employee's absence from work for the period claimed, if:
  - 1. The absence exceeds five (5) working days; and, additionally
  - 2. The employer reserves the right to request documentation to support an absence from work.
  - 3. No employee shall suffer a loss of pay for failure to provide requested documentation.
- H. Sick leave may be used in increments of not less than one (1) hour.
- I. Sick leave is not convertible to cash bonus.
- J. In addition to "family member" listed above, an employee may designate one (1) person for whom the employee may use accrued paid sick leave to provide care. The employee may add, remove, or change the person designated during the annual open enrollment period by completing a form created by management.

### SECTION 17. BEREAVEMENT LEAVE

An Employee may be absent with pay for up to five (5) working days due to a death in the immediate family. "Immediate family" is defined in Section XIV.B and XIV J, and includes the same designated individual defined in Section XIV J.

### SECTION 18. JURY DUTY & OTHER LEGALLY REQUIRED LEAVES

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- A. Employees will be granted a leave of absence as required by law for the purpose of fulfilling any required legal or military obligation (jury duty, appearance as a witness in a legal proceeding, military reserve duty, appearance at a school by a parent, or as an emergency worker). Employees are expected to return to work for the portion of the workday that they are not selected for jury duty or called as a witness. Employees must present verification of their absence.
- B. Salary during leave will be offset by any amounts received as jury or witness fees or as military pay.
- C. The return to work will not be required in instances where the Employee has worked forty (40) hours, including jury duty time, in any given work week. No deduction in leave time or break in "continuity of employment" will be made for service of jury duty.

## SECTION 19. EDUCATION AND WELL BEING BENEFIT

Employer agrees to annually allocate a maximum of \$3,500 for professional development education and well being, for full time and part time employees. The fund will be offered on a fiscal year cycle. Funds not used in one year will be rolled over into the next year, not to exceed a three-year rollover. The maximum allocation per employee for each period will be \$500. Employer agrees to send notice to all bargaining unit members of the education and well being benefit and the process for applying at the beginning of each fiscal year. This fund is on a first come first serve basis until the fund is exhausted. This fund is in addition to any moneys normally spent on trainings and education.

## PROFESSIONAL DEVELOPMENT LEAVE

- A. At the Employer's discretion, Employees may attend training events (conferences, courses, classes, institutes and workshops) that the Employer determines will enhance an Employee's work performance.
- B. Employees should make written request to attend a training event in advance.
- C. The Employer will pay normal expenses to attend those training events required by the Employer.
- D. Expenses include time worked, public transportation costs, and mileage at the current IRS rate, parking costs, toll charges, and tuition. Meal may be included if the event is more than six (6) hours in duration.
- E. The Employer and Employee may mutually agree to share the costs of a training not required but agreed to enhance an Employee's work performance.
- F. The Employer will advance payment to vendors for all training fees, as long as sufficient notice is provided for the check to be prepared on the regular billing cycle.
- G. Employees must provide proof of attendance at trainings. If proof cannot be provided, the Employee may be asked to reimburse the Employer for the cost of the training.
- H. Employees are entitled to up to 8 hours with pay per year for the purpose of attending a training event.

## WELL BEING

- A. Employees can engage in well being activities by participating in organized classes, trainings, and activities provided by reputable academic, medical, professional, and civic organizations that address physical and mental health well being. Approved activities include, but are not limited to, stress management workshops and smoking cessation workshops. Activities not approved by this fund include, but are not limited to, services such as gym memberships, social clubs, massages, therapy, and acupuncture.

## APPLICATION PROCESS

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Members are required to apply to the People Experience Director for approval of funds. Employer retains the discretion to determine which activities are appropriate for this fund. The following steps outline this process:

1. Employee must submit a Request for Reimbursement form to their Supervisor stating the need for the reimbursement along with supporting documentation.
2. The Human Resources Director, in coordination with the Employee's Supervisor and Director of Finance, will approve/disapprove the request for reimbursement.
3. After completion of the approved benefit activity the Employee is required to provide proof of attendance and documentation of successful completion (passing grade required for coursework), at which time reimbursement will be made.
4. When requested, in some select circumstances, the Employer may elect to advance the cost of the program up to the maximum allowable allotment.

## SECTION 20. MILEAGE AND TRAVEL REIMBURSEMENT

The Employer will reimburse Employees for normal expenses incurred while working, including transportation costs, mileage at the current IRS rate, parking costs, and toll charges.

## SECTION 21. PERSONAL PROPERTY

- A. The Employer will consider paying for damage or theft of personal property incurred by Employees during work time on a case by case basis.
- B. Management shall provide a secure indoor space such as a small locker or small filing cabinet at each worksite where employees may store personal items while on shift. Additionally, at those sites where feasible, management will make every effort to identify a space for the storage of bicycles while on shift. Management is not responsible for the loss or damage of an employee bicycle.

## SECTION 22. PAID BENEFITS

- A. **ELIGIBILITY:** All Employees who have successfully completed 30 days' employment and are regularly scheduled to work at least 20 hours per week are eligible to participate in the Employer's Flexible Benefits Plan.
- B. **PLAN COMPONENTS:** The Employer will offer to each Employee a choice of two health insurance packages and optional benefits.
  - Package I is available to Employees at no cost. It will include, at minimum:
    1. Medical Insurance coverage through Kaiser Permanente for Employee only.
    2. Option to purchase Dependent coverage.
    3. Choice of "Optional Benefits" described below.
  - Package II is available to Employees with a 20% contribution to Medical Insurance Coverage, also through Kaiser Permanente. This package includes:
    1. Medical Insurance coverage for Employee only.
    2. Dental and Vision coverage.
    3. Group Life, Accidental Death and Dismemberment, and Long-Term Disability.

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4. Option to purchase Dependent Medical coverage.
  5. Option to purchase Additional Life Insurance.
  6. Choice of "Optional Benefits" described below.
    - Optional Benefits available to all eligible Employees:
      1. HealthCare Spending Account per Section 125 of the IRS Code
      2. Dependent Care Spending Account per Section 125 of the IRS Code
      3. Participation in a 403 (b) Retirement Plan
      4. Access to the Employee Assistance Program.
- C. PROFESSIONAL LIABILITY INSURANCE: Baker Places, Inc. carries malpractice insurance coverage for all employees.
- D. Baker Places is in compliance with all of CCSF healthcare-related requirements (HCSO, HCAO, MCO) and all qualifying employees will be offered mandated benefits. Should more than nine (9) bargaining unit members provide proof that they receive comparable medical coverage through a source other than the coverage provided by Baker Places, Inc. and therefore "opt-out," management shall take the total monthly saving for every "opt-out" in excess of nine (9) bargaining unit members and equally distribute that amount to all bargaining unit members who opt out of coverage.
- E. For example, if nine (9) or fewer bargaining unit members "out-out" of coverage, no one would receive additional funds. If ten (10) bargaining unit members "opt-out" of coverage, the total cost of the "optedout" plan would be equally distributed to all ten (10) bargaining unit members. If fifteen (15) bargaining unit members "opt-out" of coverage, the total cost of all six (6) plans in excess of nine (9) would be equally distributed to all fifteen (15) bargaining unit members.

SECTION 23. WAGES AND CLASSIFICATIONS

- A. Payday will be biweekly, paid on very other Friday. If payday falls on a holiday, checks will be distributed on the business day before the holiday. This schedule is subject to change by the Employer if necessary to comply with payroll and accounting requirements.
- B. Wages shall be amended to read as follows:
  1. Effective July 1, 2025, each salary range in this bargaining unit shall be increased by 2.0%
  2. The parties agree to reopen negotiations on wages effective July 1, 2026 with a 2.0% minimum effective July 1, 2026 and a 2.0% minimum effective July 1, 2027.

SECTION 24. COST OF DOING BUSINESS GENERAL FUND ADJUSTMENT

If the City and County of San Francisco increase the existing General Fund Contracts or Grants of the Employer by a set percentage, that percentage shall be applied to the rate of pay of each bargaining unit classification and be reflected in the salary schedule. This adjustment shall be made the effective date of the adjustment.

SECTION 25. BILINGUAL PAY

Provided a client's preferred language, as indicated on the client treatment place, is non-English, and translation services provided by the county are unavailable, any employee who is asked or assigned by

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management to utilize bilingual/translation skills to interact with said client shall earn an additional \$1.00 per hour shift differential for that shift. Proficiency in a non-English language will be determined by spoken and written tests mutually agreed upon at Labor Management Committee.

## SECTION 26. DIFFERENTIAL PAY FOR CREDENTIALS, REGISTRATION, AND/OR CERTIFICATIONS

Employees who have earned credentials, registration, and/or certification applicable to their job will earn an additional 5% per hour. Employees must satisfy all requirements of the registration/certification program and remain in good standing in order to be eligible for the additional differential. Eligible credentials, registrations, and/or certifications include but are not limited to:

- Substance Use Disorder Certified Counselor Certificate (SUDCC)
- Registered Alcohol Drug Technician (RADT)
- Certified Alcohol Drug Counselor (CADC-I and CADC-II)
- Licensed Advanced Alcohol Drug Counselor (LAADC)
- Certified Addiction Treatment Counselor (CATC)
- BBS Associate Social Worker (ASW)
- BBS Associate Marriage and Family Therapist (AMET)
- BBS Associate Professional Clinical Counselor (APCC)
- BBS Licensed Clinical Social Worker (LCSW)
- BBS Licensed Marriage and Family Therapist (LMFT)
- Registered Psychology Associate Licensed Psychologist (PsyD)

In order to qualify, the credential, registration, or certification must be earned from an accredited school, college, university program, or organization including:

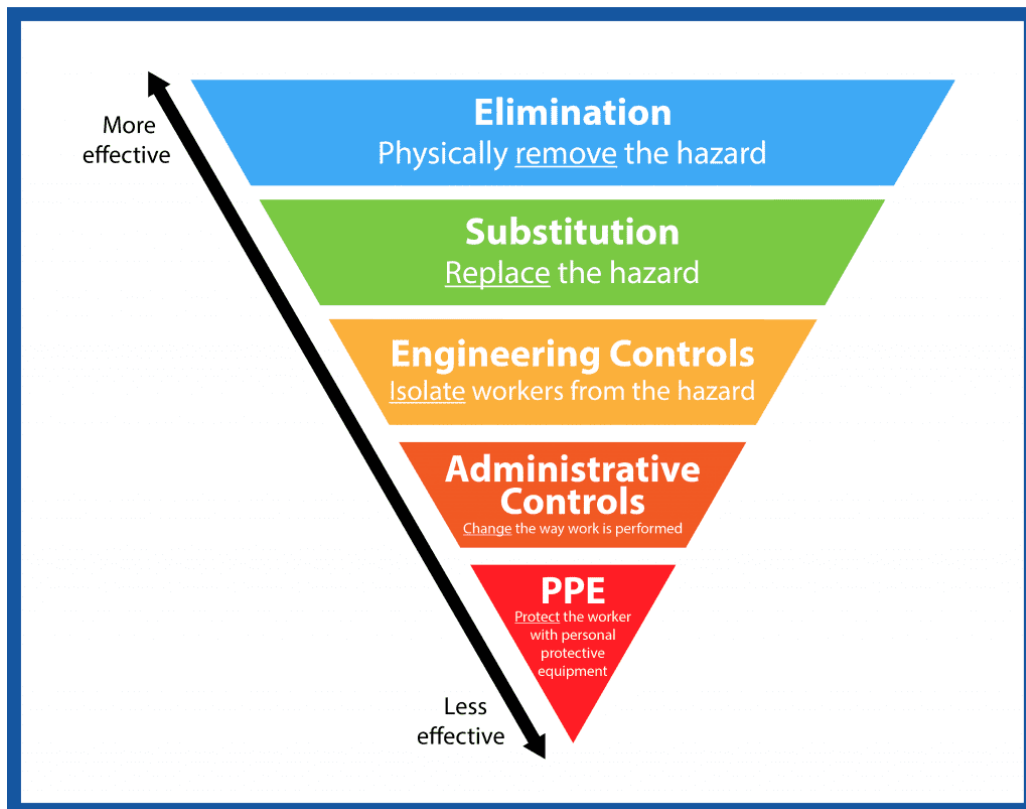
- California Association for Alcohol and Drug Educators (CAADE)
- California Consortium of Addiction Programs and Professionals (CCAPP)
- California Association of DUI Treatment Programs (CADTP)
- California Board of Behavioral Sciences

## SECTION 27. HEALTH AND SAFETY

- A. The Employer is responsible for providing safe, healthy work environments for employees and clients. Every employee has the right to safe and healthy working conditions, including the right to functioning and effective heating, cooling, and ventilation systems in indoor workspaces. The Employer will comply with all applicable federal, state, and local health and safety regulations.
- B. The Employer will promote worker safety by addressing workplace hazards using the hierarchy of controls as defined by OSHA, and will take whatever action is necessary to address the hazard at the highest level that is feasible. When a workplace hazard is identified, the Employer will eliminate the hazard wherever possible. When that is not possible, the Employer will adopt substitution or engineering controls to reduce or eliminate the exposure to the hazard for employees. If those steps are not possible, the Employer will adopt administrative controls such as training or reassignment. Finally, if nothing else is possible, the Employer will provide sufficient PPE.

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- C. The Employer shall establish a confidential and accessible process, including but not limited to anonymous reporting mechanisms, for all bargaining unit members to report workplace safety or health concerns, including but not limited to hazards in residential treatment facilities, inadequate staffing, or non-compliance with state and federal regulations. The Employer shall investigate all reports promptly and provide a written response to the Union within ten (10) calendar days, including but not limited to proposed remedies and timelines for implementation. Members reporting safety concerns shall be protected from retaliation, as outlined in Section V.
- D. The Employer shall provide ongoing safety training, including but not limited to the handling of biohazardous waste or other hazardous material in the work environment, crisis de-escalation, infection control, and client interaction protocols. Training will be tailored to all job classifications, with a minimum of eight (8) hours annually per member, conducted during paid work hours. The Employer is responsible for providing the proper equipment for the handling and removal of biohazardous materials. A verification of training shall be signed and dated by the employee and the trainer and placed in the employee's file.
- E. The Union shall have the right to appoint at least three representatives, including but not limited to members from diverse worksites, to a joint Labor-Management Safety Committee, which shall meet quarterly to review safety reports, training compliance, and workplace conditions, with recommendations binding unless mutually agreed otherwise.
- F. The employer will maintain a Bed Bug Policy and shall make it available upon request.



## SECTION 28. SAFE STAFFING STANDARDS

### Minimum Staffing

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Baker Places Inc. will maintain a minimum staffing ratio in line with all applicable programs with required ratios (e.g., CCLD-licensed and DHCS SUD licensed facilities). If the Employer finds it necessary to change the current client/staff ratio, the Employer agrees to bargain with the union over the impacts.

### SECTION 29. LABOR MANAGEMENT COMMITTEE

- A. As part of Baker Places' commitment to ongoing dialogue in the interest of quality assurance and improvement of services to our clients, the parties agree to a monthly Labor Management Committee meeting. The Labor Management Committee shall consist of up to four members appointed by the Union and up to four representatives determined by Management.
- B. Purpose: To ensure efficient operations and quality client care and make recommendations to improve client services, particularly with regard to staff recruitment and retention, health and safety, and employee relations.
- C. Meetings: The Committee shall aim in good faith to meet monthly. Cancellations should not exceed two months in a row except by mutual agreement. An Agenda will be prepared and Minutes will be kept at all regular meetings. Subject matter experts from the Union and Management are invited to participate in meetings to address specific agenda items.
- D. Limitations: The Committee shall not discuss economic issues or matters subject to collective bargaining or the Union Contract. The Committee's activities are advisory to both parties and are not subject to the Union grievance procedure or binding on management decisions.

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### SECTION 30. PROBATIONARY PERIOD

- A. All new Employees are considered to be on Introductory Probation during their first 6 months of fulltime or part-time employment. The Employer has the option to extend a Probationary Period by the duration of a leave of absence taken during this period.
- B. The Introductory Probation period is considered a time of mutual assessment for both the Employer and the Employee. An Employee's immediate supervisor is responsible for the in-service training and periodic evaluation of an Employee.
- C. Following a successful Introductory Probation period, the supervisor completes a performance evaluation and the Employee can be changed to Regular Employment Status.
- D. No grievance will be made by the Union in respect to assignment, transfer, demotion, promotion, or discharge during such period of Introductory Probation except when the actions are directly in conflict with the goals of Affirmative Action.
- E. Introductory Probation Period shall be three (3) months for promoting employees to positions in the bargaining unit and for employees rehired within eighteen (18) months of separation provided the employee has completed the initial Introductory Period of six (6) months and has at least two (2) years employment with the employer. F. Introductory Probation Period shall be three (3) months for an employee who transfers to a comparable position. For transfers within the bargaining unit, all rights and privileges related to Union Representation, step placement, anniversary dates, and access to paid leave remain in place during the Introductory Probation Period. Seniority remains site specific.

### SECTION 31. RECLASSIFICATION OF TEMPORARY EMPLOYEES

- A. A Temporary Employee who works a predetermined work schedule in a vacant position of 30 hours or more per week for a continuous period of at least 90 days will be reclassified from



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Temporary to Probationary Employee, and will become eligible for all of the benefits and obligations of employment as such.

- B. For the purposes of determining anniversary date, probationary status, and leave accrual, the date of hire will be considered to be the beginning of the original 90-day period.

SECTION 32. DISCIPLINE AND DISCHARGE

- A. Employees who have completed their Introductory Probation period will not be discharged or otherwise disciplined except for just cause. Just cause includes, but is not limited to:
  - 1. Unsatisfactory quality or quantity of work;
  - 2. Excessive absenteeism & tardiness;
  - 3. Physical violence or threats of physical violence;
  - 4. Intoxication during work hours;
  - 5. Unethical relationship with clients;
  - 6. Gross Misconduct.
- B. The Employer supports and maintains a practice of progressive discipline. The disciplinary process will begin with a meeting between the Employee and the supervisor. Based on the outcome of this meeting, one of several courses of action will follow:
  - 1. "Memo of Clarification" that the problem must not recur, and instructive steps on how to address the issues;
  - 2. Written warning, addressing the specific nature of the problem and the specific steps which must occur for remediation;
  - 3. Suspension, addressing the specific nature of the problem and the specific steps which must occur for remediation.
  - 4. The Employer may proceed directly to termination for gross misconduct which includes but is not limited to physical violence or threats of physical violence, or for misconduct that constitutes a hazard or danger to clients or staff.
- C. Any written discipline will be signed by a person competent to know the facts and by the Employee. The Employee's signature simply signifies that he/she has read and received the action, but does not necessarily imply agreement.
- D. Notice of discharge will include the following information:
  - (1) statement of the nature of the disciplinary action;
  - (2) the effective date of the disciplinary action;
  - (3) statement of the cause of the disciplinary action;
  - (4) description in ordinary and concise language of the act or omissions on which causes are based.
- E. Notice of discharge or suspension will be served in person or by registered mail to the Employee within twenty-four (24) hours of the disciplinary action. A copy of this notice will be sent to the Union
- F. An Employee will have the right to have a Union Representative or Steward, if the Employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigative in nature. Prior to any such meeting, the Employer will inform the

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Employee of such right. All disciplinary action other than for probationary Employees may be reviewed in accordance with the grievance procedure.

- G. Employees have the right to attach a rebuttal within ten (10) business days to any disciplinary notice. If an employee does not attach a rebuttal, it should not be considered an agreement with the content of the disciplinary notice.
- H. All disciplinary and discharge matters are confidential and will be managed in a professional and appropriate manner.

### SECTION 33. GRIEVANCE PROCEDURE

- A. If a dispute regarding the interpretation or enforcement of this Agreement arises, the following procedure will be followed, provided that in cases of suspension or discharge that the matter be presented to grievance within fourteen (14) calendar days or in other matters, within thirty (30) calendar days; otherwise the right to appeal is lost:

STEP 1. An aggrieved party or the Union will submit a written grievance with the site director, and send a copy to the Director of Human Resources. A meeting will be completed within ten (10) calendar days of receipt of the written grievance between the aggrieved party, their representative and the site director. The site director will provide a written response within five (5) calendar days of said meeting. If the matter is not resolved, the aggrieved party will proceed to Step 2. Such action must be taken within ten (10) calendar days of the Site Director's written response. This step can only be skipped if agreed upon by all parties.

STEP 2. An aggrieved party or the Union will submit a written grievance with the Director of Clinical Services or their designee. A meeting will be completed within ten (10) calendar days of receipt of the written grievance between the aggrieved party, their representative and the Director or Clinical Services/designee. The Director of Clinical Services/designee will provide a written decision within five (5) calendar days of said meeting. If the matter is not resolved, the aggrieved party will proceed to Step 3. Such actions must be taken within ten (10) calendar days of the Director of Clinical Services/designee written decision.

STEP 3. An aggrieved party or the Union will submit a written grievance with the Director of Human Resources or their designee. A meeting will be completed within ten (10) calendar days of receipt of the written grievance between the aggrieved party, their representative and the Director of Human Resources/designee. The Director of Human Resources/designee will provide a written decision within five (5) calendar days of said meeting. If the matter is not resolved, the aggrieved party will proceed to Step 4. Such actions must be taken within ten (10) calendar days of the Director of Human Resources/designee written decision.

STEP 4. An aggrieved party or the Union will submit a written grievance with the Executive Director or their designee. A meeting will be completed within ten (10) calendar days of receipt of the written grievance between the aggrieved party, their representative and Executive Director/designee. The Executive Director/designee will provide a written decision within five (5) calendar days of said meeting. If the matter is not resolved, the aggrieved party will proceed to Step 5. Such actions must be taken within ten (10) calendar days of the Director of Human Resources/designee written decision. STEP 5.

ARBITRATION: When a grievance is referred to arbitration, the parties will attempt to agree on an impartial arbitrator. In the event that the parties are unable to mutually agree upon an impartial arbitrator, then either party may request a panel of arbitrators from the California State Mediation & Conciliation Services. The parties will alternately strike a name from the panel furnished until one (1) name remains. Both parties will share equally in the cost of arbitration; however, each

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party will bear its own cost of representation and witnesses. The arbitrator will have no authority to add to, subtract from or modify any terms of this Agreement. The decision of the arbitrator will be final and binding upon the parties.

The parties may agree to use the following expedited arbitration procedure, or any part of that procedure.

Expedited Arbitration: (1) prior to the hearing, extensive efforts will be made to stipulate the facts; (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; (5) only an oral bench decision will be required.

The above time frames may be waived by mutual agreement. If any party fails to answer within the above time frames, the grievance will move to the next step of the grievance procedure.

- I. At the sole discretion of the Site Management and/or Director of Clinical Services the Step 1 and Step 2 grievance meeting location shall take place at the worksite of the affected employee or Central Office.

### SECTION 34. SUPERVISION

It is the expectation that program managers provide regular, predictable supervision to the staff they supervise. The purpose of supervision is to assist employees in developing skills, provide feedback, review performance, and enhance communication amongst team members and clients. Supervision should generally occur once per week. If program managers are not providing regular, predictable supervision to staff; staff members should report this to the manager's supervisor. While this occurrence is significant, it is not subject to the grievance procedure.

### SECTION 35. PROGRAM EVALUATIONS

Program evaluation will be created using an annual survey tool that is developed by a committee made up of union members and managers. Evaluations shall be anonymous and will be shared with program staff and agency leadership.

### SECTION 36. STAFF DEVELOPMENT AND TRAINING

Employer will continue its efforts on staff development and training in the following areas:

- 1) Creating a centralized training database.
- 2) Creating an orientation checklist for all Direct Service Staff.
- 3) Creating a New Hire Facility Orientation Checklist.
- 4) Expanding Lateral Training Opportunities for all staff.

Management will provide monthly progress updates at Labor Management Committee meetings.

#### **Training**

The provision of training is a managerial responsibility. Within sixty (60) days of an employee's orientation, management agrees to provide employees in this bargaining unit with the basic training necessary to perform their duties.

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In addition to basic training, Employees are entitled to additional hands-on worksite training to ensure they understand how to implement training content in their work. Said trainings will be described in the Orientation Checklist for each worksite.

To ensure that hands-on worksite training is provided in a timely manner, management agrees to provide hands-on training for new employees at each worksite, every week. For Hummingbird worksites, two will be conducted, one for Days and one for Swing. For new employee training, new employees shall be defined as employees who are employed with Baker Places for one year or less.

Further, management agrees to provide training to ensure employees are up to date with new roll outs that management plans to implement.

Topics for training shall include but not be limited to:

- Medication handling
- HIPAA/PHI handling
- Crisis/de-escalation
- Technical/computer
- Intakes
- Policy rollout
- Day note/TPOC/QOC/referral documentation
- Clinical documentation
- Meeting facilitation
- Ethics/site security

Management and the Union will reopen this issue for a status update one year after ratification of this CBA to measure the continued efforts of management's implementation of training for new employees. For the twelve months prior, Management and the Union will work together to survey the members for the purpose of measuring the efficacy of training.

If survey results are less than satisfactory (less than 70%), Management agrees to meet and confer over the provision of a training stipend to the qualified, "Lead," senior staff and willing employee of each worksite whose responsibility shall be to conduct hands-on training for new employees. For Hummingbird worksites, two Leads will be provided, one for Day and one for Swing.

### SECTION 37. SEVERABILITY

In the event that any of the provisions of this Agreement will be held to be in violation of any State or Federal law or regulation or State of Federal Court of last resort decision, such determination will not in any way affect the remaining provisions of this Agreement. The parties will re-negotiate any Section determined invalid within thirty 30 days.

### SECTION 38. TERM OF AGREEMENT

The term of the Collective Bargaining Agreement shall be three (3) years. 7/1/2025 through 6/30/2028.

SECTION 39. MASTER CONTRACT Baker Places, Inc. agrees to be part of a Master Contract and bargaining with other SEIU Local 1021 represented non-profits, including but not limited to non-profit residential treatment providers, in or after 2015. In addition, the employer agrees to participate in a study with SEIU for the development of a Taft-Hartley health plan for California nonprofit employers and compare it to current health plans and administration ease and consider incorporation in 2028 or sooner.

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#### SECTION 40. SUCCESSOR CLAUSE

- A. In the event that Baker Places sells, assigns, leases, or transfers any facility, or operation of any facility, covered by this Agreement to a Successor Agency, Baker Places shall require as a condition of any such sale, assignment, lease, or transfer that the Successor Agency recognize the Union as the representative of the bargaining unit and further that the Successor Agency shall continue the terms and conditions of employment in this Agreement as to that bargaining unit.
- B. Baker Places shall give the Union notice, in writing, of the name and contact information of any potential Successor Agency at least thirty (30) days before the effective date of any sale, assignment, lease, or transfer of any facility, or operation of any facility, covered by this Agreement. Baker Places shall inform any potential Successor Agency of this provision and shall provide a copy of this Agreement to any potential Successor Agency. Should Baker Places fail to do so, that failure will not nullify this provision or any aspect thereof.


2025-2028 CBA SEIU 1021/Baker Places Union and Baker Places Inc.


SIGNATURES


Tentative Agreement

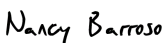
Approved As To Form:

FOR PRC/BAKER PLACES


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 Chief Operations Officer

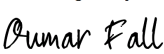
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 9/26/2025  
 Chief Clinical Officer


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 Gregory Perez  
 Date  
 9/16/2025  
 Managing Director of People Experience

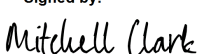
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 People Experience Manager


FOR THE UNION

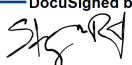
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 Executive Director, SEIU Local 1021

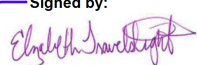
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 Nato Green  
 Date  
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 Collective Bargaining Coordinator, SEIU Local 1021

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 Mitchell Clark  
 Date  
 9/17/2025  
 President, Baker Places Union

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 Eric Wayne Grissom  
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 Vice President, Baker Places Union

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 Stacey Bryant  
 Date  
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 Chief Steward, Baker Places Union

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 Elizabeth Travelslight  
 Date  
 9/16/2025  
 Field Representative, SEIU Local 1021

## 2025-2028 CBA SEIU 1021/Baker Places Union and Baker Places Inc.

## APPENDIX A

## Salary Schedules (Hourly Rates)

These tables show 2% wage increases effective July 1, 2025 and 2% **minimum** agreed wage increases effective July 1, 2026 and July 1, 2027.

RESIDENTIAL COUNSELOR			
STEP	7/1/2025	7/1/2026	7/1/2027
Entrance - A	\$ 24.69	\$ 25.19	\$ 25.69
B	\$ 25.31	\$ 25.81	\$ 26.33
C	\$ 25.95	\$ 26.47	\$ 27.00
D	\$ 26.51	\$ 27.04	\$ 27.58
E	\$ 27.07	\$ 27.61	\$ 28.16
F	\$ 27.64	\$ 28.19	\$ 28.76
G	\$ 28.19	\$ 28.76	\$ 29.33
H	\$ 28.82	\$ 29.39	\$ 29.98
I	\$ 29.41	\$ 29.99	\$ 30.59
J	\$ 30.04	\$ 30.64	\$ 31.25
K	\$ 30.61	\$ 31.22	\$ 31.85
L	\$ 31.24	\$ 31.87	\$ 32.50

AILP/BSLP CASE MANAGER			
STEP	7/1/2025	7/1/2026	7/1/2027
Entrance - A	\$ 27.93	\$ 28.49	\$ 29.06
B	\$ 28.55	\$ 29.12	\$ 29.70
C	\$ 29.15	\$ 29.73	\$ 30.33
D	\$ 28.47	\$ 29.04	\$ 29.62
E	\$ 30.33	\$ 30.94	\$ 31.56
F	\$ 30.90	\$ 31.51	\$ 32.14
G	\$ 31.43	\$ 32.05	\$ 32.70
H	\$ 32.22	\$ 32.87	\$ 33.52
I	\$ 33.00	\$ 33.66	\$ 34.33
J	\$ 33.72	\$ 34.40	\$ 35.08
K	\$ 34.38	\$ 35.07	\$ 35.77
L	\$ 35.07	\$ 35.77	\$ 36.48

NIGHT SUPPORT (ODYSSEY HOUSE )			
STEP	7/1/2025	7/1/2026	7/1/2027
Entrance - A	\$ 20.90	\$ 21.32	\$ 21.74
B	\$ 21.32	\$ 21.74	\$ 22.18
C	\$ 21.74	\$ 22.17	\$ 22.61
D	\$ 22.17	\$ 22.62	\$ 23.07
E	\$ 22.63	\$ 23.09	\$ 23.55
F	\$ 23.06	\$ 23.52	\$ 23.99
G	\$ 23.54	\$ 24.01	\$ 24.49
H	\$ 24.01	\$ 24.49	\$ 24.98
I	\$ 24.49	\$ 24.98	\$ 25.48
J	\$ 24.97	\$ 25.47	\$ 25.98
K	\$ 25.48	\$ 25.99	\$ 26.51
L	\$ 25.99	\$ 26.51	\$ 27.04

STAFF NURSE (LPT, LVN, RN) DAY Shift			
STEP	7/1/2025	7/1/2026	7/1/2027
Entrance - A	\$ 38.91	\$ 39.69	\$ 40.49
B	\$ 39.71	\$ 40.50	\$ 41.31
C	\$ 40.49	\$ 41.30	\$ 42.13
D	\$ 41.09	\$ 41.91	\$ 42.75
E	\$ 41.68	\$ 42.51	\$ 43.36
F	\$ 42.53	\$ 43.38	\$ 44.25

STAFF NURSE (LPT, LVN, RN) NOC Shift			
STEP	7/1/2025	7/1/2026	7/1/2027
Entrance - A	\$ 41.34	\$ 42.17	\$ 43.01
B	\$ 42.18	\$ 43.02	\$ 43.88
C	\$ 43.02	\$ 43.88	\$ 44.76
D	\$ 43.65	\$ 44.52	\$ 45.41
E	\$ 44.31	\$ 45.19	\$ 46.10
F	\$ 44.77	\$ 45.66	\$ 46.58

STAFF NURSE (LPT, LVN, RN) PM Shift			
STEP	7/1/2025	7/1/2026	7/1/2027
Entrance - A	\$ 39.89	\$ 40.69	\$ 41.50
B	\$ 40.70	\$ 41.51	\$ 42.34
C	\$ 41.50	\$ 42.33	\$ 43.18
D	\$ 42.11	\$ 42.95	\$ 43.81
E	\$ 42.74	\$ 43.59	\$ 44.46
F	\$ 43.61	\$ 44.48	\$ 45.37

CHARGE NURSE (LPT, LVN, RN) DAY Shift			
STEP	7/1/2025	7/1/2026	7/1/2027
Entrance - A	\$ 45.28	\$ 46.18	\$ 47.11
B	\$ 46.39	\$ 47.32	\$ 48.26
C	\$ 47.55	\$ 48.50	\$ 49.47
D	\$ 48.75	\$ 49.72	\$ 50.72
E	\$ 49.97	\$ 50.97	\$ 51.99
F	\$ 50.87	\$ 51.88	\$ 52.92

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## **APPENDIX B:**

COOP: Case Manager Agreements 2025

### **Units of Service**

- .6 PTE will become 1.0 FTE within 1 year of bargaining completion.
- The .6 FTE will be responsible for 60% of a full time employee's deliverables.
- Once AILP case managers will work towards 800 UOS per week once 2 things are provided ; access to UOS is granted to each case manager within EPIC to track said UOS.
- AILP staff and management will collaborate to form a common sense UOS titrating plan. UOS will scale with the census.
- Baker Places Inc. agrees to bargain with the union should these rates and guidance change per CBA.
- Once the AILP staffing target of 6 FTE is met, Units of service for 6 FTE AILP case managers new target will be 860 minutes/week.
- Baker places will hire 1 temporary AILP case manager by 1/1/25, bringing the total to 5.6.
- AILP case managers will fulfill 45% of the AILP contracted UOS between 1/1/25-6/30/25 (approx. 45% of 222,566=100, 155 units of service with 5.6 FTE, see level of effort spreadsheet for calculations).
- Baker Places Inc. agrees to provide monthly UOS reports to case managers on their progress towards 45% of contract deliverables.
- If AILP case managers are able to meet 45% of contract during that period, the temporary FTE will become a permanent position.
- Management will support case managers by assisting them with engagement strategies to increase billing e.g.: client unwilling to engage or participate with program policies. and management may physically help with ongoing completion of non-billable services eg: referrals, discharges, packing of rooms, etc.

This is subject to change based on city and state reimbursement rates and guidance. Baker Places Inc. agrees to re-bargain with the union should these rates and guidance change per CBA.



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### **Understaffing Premium**

Additional pay will be provided when the program becomes understaffed pursuant to the agreement in contract between the city and county of San Francisco and Baker Places, Inc.

- The assignment will be in writing.
- The position to which the employee is assigned must be a budgeted position.
- The additional casework will be assigned to cover another staff member during filling a vacant position and will be agreed upon mutually, by a case manager, and management.
- Maximum coverage duration will be 90 days.
- Each employee will be paid an additional \$2.50 an hour to compensate them for taking on additional duties of the vacant cohort.
- Acting employee would be accountable for producing an additional 50% of assigned UOS.
- This stipend is for taking on the work of one individual and can be split between two or three case managers at the director's discretion.

\*This premium is effective at the conclusion of bargaining.

### **Working From Home**

Case managers will be allowed 1 work from home day per week.

- Work from home days will be up to case manager's discretion but will be the same day consistently, excluding holidays
- Work from home day will not be scheduled the same day as a team meeting.
- In instances such as client crises the case manager must be available to address the crisis and return to the field.
- When a holiday is observed on a member's scheduled work from home day, the member will communicate an alternative work from home day to management.

### **Clocking In from The Field**

Union members will be able to clock in and out from the field.

### **Hot Spots**

Baker Places Inc. will provide all case managers with hot spots to increase efficiency in the field. Case Managers must be conscious of privacy while in the field.