

MEMORANDUM OF UNDERSTANDING



July 1, 2015 – June 30, 2019

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."

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COMMUNITY HOUSING PARTNERSHIP
AND SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 1021**

This Agreement is entered into this **30 day of June 2015** by and between the **Service Employees International Union (SEIU), Local 1021** (hereafter referred to as the "**Union**"), and **Community Housing Partnership (CHP)** (hereafter referred to as the "**Employer**" or "**CHP**").

PREAMBLE

This Agreement is for the purpose of establishing harmonious relationships between the parties. Except as herein clearly and explicitly limited, the right and authority of the Employer to manage the Agency operations and affairs in all particulars shall be retained by the Employer. The parties desire to establish a standard of conditions and procedures under which employees in the Bargaining Unit shall work for the Employer during the term of this Agreement and desire to regulate the mutual employment relations between the parties for the purpose of securing harmonious cooperation and settling of all disputes, by peaceful means, that may arise in the employee-employer relationship.

ARTICLE 1: UNION REPRESENTATION

Section 1: Exclusive Bargaining Representative

The Employer recognizes the Union as the exclusive bargaining representative for all Bargaining Unit employees employed at its San Francisco, California facilities that are covered under this agreement for purposes of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment. For the purposes of this agreement Bargaining Unit is defined as employees employed in the classifications listed in Appendix A. This list supersedes Attachment A to the Petition - Amended Unit Description.

Section 2: Employees Covered by this Agreement

Only Bargaining Unit employees are covered under this Agreement.

Section 3: New Jobs and Positions

In the event the Employer expands its operations in San Francisco, CA resulting in the creation of new jobs and positions, the Employer shall notify the Union in writing. Any

new positions not included in Appendix A that are non-managerial and similar in nature to those in the Bargaining Unit shall be added to the Bargaining Unit. The Employer will provide job descriptions for the new positions they consider non-Bargaining Unit jobs for review by the Union. If there is a dispute as to whether a position should be added to the Bargaining Unit, such issue shall be resolved pursuant to the grievance procedures set forth herein before such position is added to the Bargaining Unit and reflected in a revised Appendix A which shall be signed and dated by both parties.

Section 4: Exclusions from this Agreement

Excluded from this Agreement are managerial or supervisory employees as defined in the National Labor Relations Act (NLRA) and all other employees and positions not specified in Appendix A.

ARTICLE 2: NON-DISCRIMINATION AND SEXUAL HARASSMENT

Section 1: Non-Discrimination

No employee or applicant for a job covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee covered by this agreement on account of race, color, religious creed, language, national origin, age, sex, marital status, mental or physical disability, ancestry, citizenship or veteran status, family status, sexual orientation, gender identity, gender expression, political belief, or any other basis prohibited by applicable law.

All claims shall be reported to Human Resources. Human Resources shall subsequently conduct an investigation.

Section 2: Sexual Harassment

Management will abide by all relevant Federal, State, and Local laws regarding sexual harassment. All claims shall be reported to Human Resources. Human Resources shall subsequently conduct an investigation.

ARTICLE 3: UNION MEMBERSHIP & CHECK OFF

Section 1: Condition of Employment

- A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or tender to the Union the union dues and initiation fees customarily required of members in the manner provided for in this Agreement. It shall be a condition

of employment that all employees covered by this Agreement and hired on or after its effective date shall, no later than the thirty-first calendar day following beginning of employment or following the effective date of this Agreement, whichever is later, become and remain members in good standing, or tender to the Union the union dues and initiation fees customarily required of members in the manner provided for in this Agreement.

- B. Members in good standing shall be defined as members of the Union who tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership. The Union will provide all members of the Bargaining Unit information on the dues and initiation fees and will provide the Bargaining Unit employees adequate notice of any change that will affect them.
- C. The periodic Union dues, fees, and other assessments will be deducted from the employee's paycheck upon submission to the Employer of a properly written authorization by the employee. Other assessments include, but are not limited to, periodic and voluntary payments to the SEIU Committee on Political Education (COPE) as provided under Article 4 of this Agreement.

Section 2: Employees not in Good Standing

The Employer agrees to discharge or suspend, upon receiving seven days advanced written notice from the Union, any Bargaining Unit employee who the Union asserts is not a member in good standing of the Union for the reasons set forth in Section 1 above.

Section 3: Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including but not limited to attorneys fees and costs, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article. The Employer shall have the right to direct its own defense and select counsel of its choice for purposes of defending any such action taken or not taken.

Section 4: Employee Lists

The Employer shall supply the Union with a report on the last business day of each month that lists the names, classifications, wage rates, work address and work phone numbers of all Bargaining Unit employees hired or terminated during that month.

Section 5: Conscientious Objectors

Notwithstanding any provision of this Article, any employee in the Bargaining Unit who is a member of a bona fide religion, body, or sect which has historically held

conscientious objections to joining or financially supporting Unions shall be exempt from the Union membership and dues, fee and assessments. However, such an employee shall be required, in lieu of compliance with this Article, to pay sums equal to the regular Union dues to any of the three charitable funds listed below that are exempt from taxation under Section 501 c (3) of the Internal Revenue Code:

1. Central City Hospitality House
2. Coalition on Homelessness
3. San Francisco Information Clearinghouse

Proof of such payment shall be made by the employee to the Union on a monthly basis.

ARTICLE 4: COMMITTEE ON POLITICAL EDUCATION (COPE)

Section 1: COPE

The Employer hereby agrees to honor payroll deductions authorized by employees in the Bargaining Unit upon receipt of an approved form that includes all of the following:

1. The amount and frequency of the deductions.
2. The deduction is voluntary and not a condition of membership or employment
3. That the member will not be favored or disadvantaged by contributing or not contributing any amount.
4. That the member may refuse to contribute without reprisal.
5. That the Union will use the money for political purposes included but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance.
6. That the Employee, without reprisal, can withdraw his or her deduction authorization with written notice to the Employer and the Union.
7. That the contributions are not deductible as charitable contributions for federal income tax purposes.

Section 2: Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including but not limited to attorneys fees and costs, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article. The Employer shall have the right to direct its own defense and select counsel of its choice for purposes of defending any such action taken or not taken.

ARTICLE 5: HOURS OF WORK AND OVERTIME

Section 1: Workweek

The Employer shall be free to fix the hours of employment provided that a normal workweek for full-time employees shall consist of forty (40) hours divided into five (5) consecutive days of eight (8) hours each. Employees shall be scheduled two (2)

consecutive days off in each workweek, provided such scheduling is consistent with operational needs. By mutual agreement between an employee and the Employer, any employee may elect to have split days off.

Section 2: Overtime

All non-exempt Bargaining Unit employees will receive overtime pay as follows:

- a. Over 8 or 40: All hours worked which exceed eight (8) hours in a day or exceed forty (40) hours in a workweek shall be considered as overtime and will be paid at one and a half time the employee's regular rate of pay.
- b. 7th Day in a Work Week: The first eight hours of work performed on the seventh (7th) consecutive day in one work week will be paid at one and a half times the employee's regular rate of pay. Time worked in excess of eight (8) hours on the seventh consecutive day of work in a workweek shall be paid at two times the employee's regular rate of pay.
- c. Over 12: All time worked in excess of twelve hours in any one work day shall be paid at two times the employee's regular rate of pay.
- d. Equal Access to Overtime: Such overtime work will be divided as equally as practicable among all the Bargaining Unit employees in the classification performing the work subject to operational requirements.

Section 3: Work Scheduling

Except in emergency situations, in the event that management will change regular work schedule, the affected Bargaining Unit employees shall be informed of their new work schedule a minimum of two weeks in advance. A temporary schedule change due to an "emergency situation" under this Section will not last longer than three weeks.

At the time of notification, the affected employee will sign an acknowledgment indicating they have received and understand the change. Any Bargaining Unit employee affected may request a meeting to address the impact of such change. This Section 3 does not apply to on-call employees.

ARTICLE 6: INTRODUCTORY PERIOD

The introductory period for new or rehired Bargaining Unit employees shall be three months from employee's start date. Introductory employees may be discharged for any reason without recourse to the grievance and arbitration procedures under Article 12, and shall not be eligible for recall. Upon completion of such introductory period, an employee shall accrue seniority retroactively from the date of his or her most recent hire.

ARTICLE 7: SENIORITY

Section 1: Definition

For purposes of this Agreement, Seniority shall be defined as the employee's original date of hire with the Employer. Seniority shall be used for the selection of employees for openings for full-time and regular part-time employment, transfer, shift bidding, vacation scheduling, layoffs, reductions in staff or reductions in hours. The parties agree to abide by the principle of classification for purposes of layoffs and recall.

Section 2: Regular Full-Time Employees

A Regular Full-Time Employee (RFTE) is someone who is regularly scheduled forty (40) hours per week. RFTEs are eligible to receive full-time benefits. Seniority protection as described above shall apply to all full-time employees.

Section 3: Regular Part-Time Employees

A Regular Part-Time employee (RPTE) is someone who is regularly scheduled at least twenty (20) hours per week. RPTEs are eligible to receive pro-rated benefits as described in this Agreement. RPTEs shall be entitled to seniority protection except as may otherwise be provided in this Agreement.

Section 4: Limited Part-Time Employees

A Limited Part-Time Employee (LPTE) is someone who does not have a regular work schedule of twenty (20) hours per week or more. LPTEs receive limited benefits as described in this Agreement. Seniority protection as described above **does not** apply to LPTEs. Weekend Desk Clerks are considered LPTE.

Section 5: On-Call Employees

An On-Call Employee is someone who does not have a regular work schedule and receives limited benefits as described in this Agreement. Seniority protection as described above **does not** apply to On-Call Employees.

ARTICLE 8: NO STRIKE and NO LOCK OUT

The Union and the Employer agree that so long as this Agreement is in effect, there shall be no lockout of Bargaining Unit employees, no work stoppage and no strike.

ARTICLE 9: LAYOFF, RECALL, AND HIRING

Section 1: Layoff Procedures

If lay off or reduction in positions within a classification(s) is determined to be necessary, the procedures below shall occur as follows:

- a. At least thirty (30) calendar days prior to the layoff of employees, except in cases of emergencies, the Employer shall provide a written notice to the affected employees and the Union regarding its intent to layoff employees, and shall, upon request of the Union, meet with the Union regarding the effects of such layoff on the Bargaining Unit. The Employer shall consider alternatives to the layoff as may be proposed by the Union.
- b. Prior to any layoffs within a designated classification(s), other employees in the same classification(s) shall be afforded the opportunity to volunteer for layoff first. Such volunteers will be accepted for layoff only if the Employer determines that the remaining employees include employees with sufficient skills and ability to perform the remaining work.
- c. In the event of layoffs, the principle of seniority as defined in Article 7 of this Agreement shall govern; therefore the last employee hired into the Bargaining Unit within a designated classification shall be the first employee to be laid off in the case of layoffs in that classification. When a position requires a language skill or license, such requirement may be used in the process of selecting employees for the layoff before seniority may be considered by the Employer. Layoff of employees shall be by inverse order of seniority. Any employee on layoff shall continue to accrue her/his seniority for a period of twelve (12) months.

Section 2: Recall

Employees who are laid off shall be placed on a reinstatement or recall list for a period of twelve (12) months from the date of layoff. Recall from layoff shall be in reverse order of layoff; that is, the last employee laid off in a classification(s) shall be the first recalled for a position in the same classification. Employees who are being recalled to duty will be notified by certified letter and are required to respond to the Employer within five (5) business days of the date of notification. It is the employee's responsibility to notify the Employer of any change of address. Failure of an employee

to respond within the time limits shall be considered a refusal of the offer and a forfeiture of the employee's recall rights.

Section 3: Furlough Exception

Any or all employees may be furloughed from work without regard to seniority for up to three (3) consecutive calendar days. Employees who are subject to furlough may be assigned elsewhere to available temporary work, which they are qualified to perform, or furloughed if no such work is available. In the event affected employees are assigned to other temporary work, such assignments shall be without loss of seniority.

Section 4: Hiring

This section refers to vacant or new positions in the Bargaining Unit. The Employer will make every effort to hire or promote qualified internal applicants before hiring external applicants. Site transfers are not covered by this section and are made at the discretion of the Employer.

Any newly created position that is to be covered by this Agreement or vacant unit classification shall be internally posted for seven (7) calendar days before interviews are scheduled with any external candidates. To be considered for the new or vacant classification, the internal candidate must submit an application to the Human Resources department and have been in their current position for the nine (9) months immediately preceding their application. Qualified internal applicants will be given the opportunity to interview before any external candidates. If the internal candidate has the minimum qualifications and successfully passes the interview process candidate shall be chosen for the vacant position. Employees with less than nine (9) months in their current position may apply for a vacant position but will be considered as an external applicant for the purposes of this section.

ARTICLE 10: STEWARDS RIGHTS AND UNION ACCESS

Section 1: Steward Appointments

The Union will have the right to appoint Shop Stewards and alternates; and will inform management in writing within five (5) business days of such appointment. There shall be one (1) shop steward from each work location or site. On-call staff will be assigned to the shop steward at their home building as determined by the Employer. In the event that a shop steward in a particular work location or building is not available, the Chief Shop Steward, the shop steward from another location, or union representative shall be allowed to represent a member if requested. The union representative is permitted to accompany any shop steward if requested by the shop steward or the member.

Section 2: Shop Steward's Duties

In addition to his or her regular work duties, the Shop Steward's duties consist of seeing that all terms and conditions of this Agreement are being complied with and that all Bargaining Unit employees are members in good standing of the Union whenever permissible under State and Federal laws. The Shop Steward shall not, by reason of her/his position, be exempt from work. However, any Shop Steward shall be permitted to leave his or her work after proper permission has been obtained from his or her immediate supervisor and after signing out, to investigate and adjust grievances, and formal verbal and written warnings of any Bargaining Unit employee, if the employee intends to write a rebuttal to such non-grievable disciplinary actions and shall be required to return to work promptly upon completion of such duties. A Shop Steward may only use up to one hour per month of paid working time to investigate formal verbal and written warnings of Bargaining Unit employees. A Shop Steward may not participate in an investigation or grievance if they are directly or indirectly involved in the issue being investigated. The Employer agrees to allow shop stewards to attend shop steward training and/or Union meetings that do not interfere with regular operations. The Union agrees to consult with the employer to determine training and meeting times.

Section 3: Union Access

A reasonable number of authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of enforcement of this Agreement at all Employer's locations where Bargaining Unit members work, for the purposes of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered. The Union agrees that any visitation shall not interfere with the Employer's business or any employees working.

Union agents must follow established procedures for entry to a site as applicable to all members of the public.

ARTICLE 11: JUST CAUSE & PERSONNEL FILES

Section 1: Just Cause

The Employer shall not discipline or discharge a Bargaining Unit employee who has passed their introductory period without just cause.

Section 2: Progressive Discipline

Community Housing Partnership maintains procedures for disciplining employees. The progressive system is intended to give employees advance notice to the extent possible of problems with their performance or conduct, providing an opportunity

for improvement or correction. Depending on the level of the infraction, progressive discipline may include a verbal warning, one or more written warnings, and/or suspension.

However, no formal order to the warning process is necessary, and when Community Housing Partnership deems that performance deficiencies and/or misconduct have occurred, one or more steps in the procedure may be skipped. Some circumstances may warrant immediate termination.

The Employer shall have the right to establish, enforce, rescind, or amend work rules provided such rules and regulations are not in conflict with any specific provision of this Agreement.

Employee Rights/Discipline

- A. Issuance of any and all progressive discipline steps shall occur in private, away from staff and clients.
- B. Verbal warnings will be presented in writing to the employee and will be signed by the supervisor and the employee. Signature by the employee receiving the verbal warning indicates receipt of the verbal warning.
- C. The Employer will honor employees' rights to have a *Weingarten* representative at an investigatory meeting if and when an employee so requests.
- D. Both the employee and shop steward shall be given the time off with pay to attend meetings with the Employer to take part in an investigatory meeting.
- E. If the Employee, shop steward, union representative, or management is not available to attend a scheduled investigatory meeting, the meeting may be rescheduled by mutual agreement. However, the meeting must occur within 2 business days of the originally scheduled meeting.
- F. The warning or suspension notices as herein provided shall not remain in effect for a period of more than 12 months from the date of said warning or suspension notices, except in cases of termination in which the entire disciplinary file of an employee may be considered by the Employer in making its decision to terminate the employee.
- G. Any warning, suspension or termination notice issued to an employee by the Employer shall be issued within ten (10) calendar days following the Employer's knowledge of the occurrence of the violation upon which the warning is based.
- H. When an employee is suspended or terminated, the suspension or termination notice issued to an employee will include a written statement as to the reason for such termination or suspension and will be mailed to the employee's home address on file.

Section 3: Personnel Files

Employees have the right to see their personnel files and the Employer shall make her/his personnel files available for inspection at the employee's work location during normal business hours and within fifteen (15) calendar days after the request is made. The Employer need not permit employees to see letters of reference and materials involving criminal conduct, investigation of a possible criminal offense, or ratings, reports or records that were obtained prior to the employee's employment.

- a. **Signature**
Signature endorsement by the employee shall be mandatory for all evaluations and disciplinary actions. The signature only means that the employee has received a copy of these documents and does not necessarily mean agreement with the contents.
- b. **Comments**
The employee may place in the file written comments regarding material in the file within ten (10) days of the time of presentation or inspection. Employee comments shall be a permanent part of the document responded to.
- c. **Complimentary Material**
Information of a complimentary nature received by the Employer pertaining to the work performance of any employee shall be placed in the employee's personnel file upon the employee's request. The Employer may place in the file written comments regarding complimentary material and such comments shall be a permanent part of the material.
- d. **Anonymous Complaints**
In the event that an anonymous complaint is included in an employee's personnel file, the personnel file will also include the summary results of the investigation into the anonymous complaint.

ARTICLE 12: GRIEVANCE & ARBITRATION

Section 1: Procedures for Resolving Disputes

The following procedure shall be utilized for resolving disputes of allegations by the Union or a Bargaining Unit employee regarding the interpretation or application of this Agreement. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement. These grievance and arbitration procedures do not apply to disciplinary actions that do not result in termination, suspension, or pay reduction. However, an employee who receives a

verbal or written warning may submit a written rebuttal to be attached to the documentation if the employee disagrees with the warning.

Section 2: Right to Dispute

If there is a dispute regarding the interpretation or application of this Agreement affecting an employee or group of employees, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved. This right to dispute does not apply to disciplinary actions that do not result in termination, suspension, or pay reduction.

Section 3: Procedure and Time Limits

It is important that disputes regarding the interpretation or applications of this Agreement be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. Any Grievance shall be considered null and void if not filed and processed by the Union or the Employee represented by the Union, or by the Employer, in strict accordance with the time limitations contained in this article. The time limits specified, however, maybe extended by mutual written agreement.

Section 4: Level One – Supervisor or Next Level Supervisor

When an employee has a dispute regarding the interpretation or application of this agreement, she/he should inform her/his direct Supervisor or the next level Supervisor with or without the assistance of a shop steward and/or the union representative, and attempt to resolve the problem informally.

Section 5: Level Two – Department Head

- A. If a dispute is not resolved at the informal level between the immediate Supervisor or next level Supervisor of the grievant, the Union on behalf of the employee shall file the grievance in writing on the appropriate form to the Department Head or his/her designated representative within fourteen (14) calendar days after receipt of notice by the employee(s) involved of the alleged contract violation.
- B. The statement shall specify the provision or provisions of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated. The written grievance shall include the date of the alleged violation, all pertinent information, the remedy sought, request for meeting between the parties, if desired, and shall be signed by the employee and/or by the Union Steward or Union Representative.
- C. If a meeting between the parties is requested, the meeting shall occur within

ten (10) calendar days of the submission of the written grievance. The meeting shall include the Department Head, the employee, and the employee's Shop Steward and/or Union Representative. The timeline for scheduling this meeting may be extended by mutual agreement if scheduling conflicts arise.

- D. The Department Head or his/her designee to whom the grievance is directed shall communicate his or her decision, along with the reasons therefore, to the employee and the Union in writing within ten (10) calendar days after the grievance meeting or ten (10) calendar days from receipt of the formal written grievance, if a meeting is not requested.

Section 6: Level Three – Chief Executive Officer and/or Chief Operating Officer

- A. If the employee or the Union is not satisfied with the disposition at Level Two, the employee or the Union may submit the grievance to the Chief Executive Officer and/or the Chief Operating Officer within ten (10) calendar days after receiving notice of the decision.
- B. Within ten (10) days after the Union appeals to the Chief **Executive Officer** and/or the Chief Operating Officer, if the Chief **Executive Officer** and/or the Chief Operating Officer does not resolve the grievance to the Union's satisfaction, a meeting shall occur between the parties involved to try to reach resolution. The parties may extend the timeline to meet at Level Three by mutual agreement.

Section 7: Level Four – Binding Arbitration

- A. If the grievance remains unresolved, the Union or Employer may adjust the grievance to Level Four. The Union or Employer shall have the right to refer the matter to final and binding arbitration. In the event the Union or Employer elects to do so, it must notify the Executive Director of the other party or her/his designee in writing within twenty-one (21) business days from the date that the Level Three meeting took place.
- B. After the grievance has been referred to arbitration, the parties shall select a list of arbitrators supplied by the Federal Mediation and Conciliation Service (FMCS) by such method as the parties may jointly agree, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- C. The arbitrator's decision shall be final and binding, but the arbitrator shall

have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the terms of this Agreement and shall be in writing.

- D. The Employer and Union shall equally divide the arbitrator's fee, the cost of any hearing room, and the cost of a shorthand reporter if requested by an arbitrator. All other expenses shall be paid by the party incurring them. If a transcript is taken at the arbitration hearing, it is understood that said transcript will constitute the official record of the hearing. The party or parties requesting the transcript shall incur the cost of the transcript. Neither party shall be required to purchase a copy of the transcript.
- E. The time limits specified herein shall be jurisdictional unless waived by written mutual agreement of the parties.
- F. No more than one (1) grievance can be heard before an arbitrator at any hearing date without the expressed mutual written agreement of the Union and Employer.

Section 8: Mediation of Terminations

By mutual written agreement of the Employer and Union, a termination grievance may be processed through a mediation hearing conducted by the Federal Mediation and Conciliation Service. This mediation hearing can happen at any time during the grievance process by mutual agreement of the Employer and Union.

ARTICLE 13: BULLETIN BOARDS

Section 1: Use of Bulletin Boards

The Employer will designate a portion of a bulletin board that the Union may use at each work location where bargaining unit employees are assigned, provided that said use is restricted to official Union business, including the posting of notices of Union meetings, announcements, union elections, union newsletters and other union materials.

ARTICLE 14: EMPLOYEE ORIENTATION AND TRAINING

Section 1: Union Members Orientation

The Employer shall notify the Union of the time, and location of employee orientation, which will be held on the first and third Monday of every month, if the orientation involves three (3) or more new Bargaining Unit employees. The Union shall have a minimum of 10 minutes to explain the union contract and union

procedures, etc. In the event that less than three (3) new employees are undergoing orientation, with the permission of the manager or supervisor, the shop steward shall be allowed to orient individual employees during working hours.

Section 2: Performance Evaluations

Each January, between January 1 and January 31, the direct supervisor shall conduct an annual employee evaluation of all full-time and regular part-time employees. The purpose of the evaluation is to review the previous year's work, evaluate how well each employee embodied the vision, values and mission of the organization, as set by the Board, set future goals for professional performance and development, and to solicit employee feedback.

The annual employee evaluation may include an employee self-evaluation in addition to any evaluation completed by management.

The annual employee evaluation is a tool for the growth of the employee and the program and is not to be used as a disciplinary meeting, nor to determine any change in wages. A poor evaluation may subject an employee to a performance improvement plan.

ARTICLE 15: LABOR MANAGEMENT RELATIONS

Section 1: Labor-Management Committee

The Employer and the Union will establish a labor-management committee composed of at least two (2) representatives from the bargaining unit and at least two (2) representatives from management. Should the items to be discussed require the attendance of additional representatives from either side, either side may designate up to three (3) additional representatives. The Union and the Employer may request relevant individuals be present, however the final designation shall be left to each party. The committee shall, as a minimum, meet for one (1) hour on working time every month for the purpose of discussing the Employer and employees' relevant issues and concerns related. Formal grievances will not be discussed by this committee. The parties may mutually agree to forgo any monthly meeting. The Employer and Union agree to develop more comprehensive mutually acceptable guidelines on the composition and purpose of this committee. The parties shall submit agenda items at least one (1) week before the scheduled meeting.

Section 2: Management Rights Clause

It is mutually agreed that it is the Employer's exclusive duty and right to manage the operations of Community Housing Partnership 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 and practices,

safety policies and practices, hire, transfer, promote, demote, schedule, determine job content, reclassify, lay off, discipline, or discharge employees, subject to the conditions provided herein or mandatory subjects of bargaining.

ARTICLE 16: LEAVES OF ABSENCE

Section 1: Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave

The Employer agrees to comply with the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and Pregnancy Disability Leave as such acts may be amended from time to time.

Section 2: Bereavement Leave

Regular full-time and regular part-time employees will be granted up to five (5) workdays of paid bereavement leave, subject to verification, in the event of the death of an immediate family member or cohabitant. Regular full-time and regular part-time employees will receive pay for such time off, at their regular hourly rate, on a pro-rated basis, determined by the number of hours they are regularly scheduled to work per week. For the purpose of bereavement time off, "immediate family" means an employee's spouse, domestic partner, parent, parent-in-law, step-relative, grandparent, grandparent-in-law, sibling, child, grandchild or another relative who resides with the employee. For the purposes of bereavement leave, "cohabitant" means a person with whom the employee has cohabitated consistently for a period of three (3) years.

In the event of the death of a client with whom the employee had a professional relationship or resided at their worksite, employees will be granted up to one (1) workday of paid bereavement leave to explicitly attend services held during normal work hours, subject to verification of attendance. This paid bereavement leave exists in addition to any CHP-organized memorial service.

Section 3: Jury Duty/Witness Leave

Jury Duty/Witness Leave will be granted as required by law. An employee called to jury duty must notify her/his supervisor immediately and produce a copy of the jury summons. Regular full-time and regular part-time employees called for jury duty will be paid the difference between her/his regular pay and jury pay up to ten (10) working days, but only after submission of a jury summons and compensation receipts.

Section 4: Military Leave

The employer will provide leave in accordance with all Federal laws relative to

military leave of absence which may be amended from time to time.

Section 5: School Visits Required of Employees

Employees who are parents or guardians of children in kindergarten through twelfth (12th) grade shall be granted leave for required school visits as required by applicable law which may be amended.

Section 6: Domestic Violence/Sexual Assault Leaves

Any employee who is a victim of domestic violence or is a victim of sexual assault also may take time off as required by applicable law which may be amended from time to time.

Section 7: Voting

Employees who are unable to vote in any election during non-work hours may arrange, with at least forty-eight (48) hours advance notice, to take up to two (2) hours off from work, at the beginning or end of a shift, with pay to vote. Advance approval for such time off must be obtained from the employee's supervisor. Employees are encouraged but not required to use absentee ballot voting to avoid the need to take time off to vote.

Section 8: Drug/Alcohol Rehabilitation Leave

Employees who have a non-disabling problem with alcohol or drugs and who decide to enroll voluntarily in an alcohol or drug rehabilitation program will be given time away from work as required by applicable law which may be amended from time to time.

Section 9: Occupational Disability Leave

Occupational disability leave will be provided as required by applicable law which may be amended from time to time.

Section 10: Unpaid Personal Leave

The Employer may grant an unpaid personal leave of absence, including leave for union business or advocacy activities to a regular full-time employee who has worked at CHP for twelve continuous months, upon the written request of the employee at least one month in advance of the requested leave of absence (except in cases of emergency). A personal leave of absence may be granted in the sole discretion of the Executive Director for up to six (6) months. Before a personal leave will be granted, the employee must have no more than forty (40) hours of accrued vacation.

An employee who requests a personal leave of absence must submit a written request, one month in advance, to the human resources department, indicating the date on which the leave is requested to begin, the reason for requesting the leave and the anticipated date of return to work.

The employee will be reinstated to the same classification and position upon return to work. If an employee fails to return to work on the anticipated date or fails to obtain management approval of an extension before the anticipated return date, the Employer will consider the Employee to have resigned voluntarily.

An employee who performs unapproved work for another employer or entity, whether or not for compensation, during a personal leave of absence shall, at the Employer's discretion, be considered to have voluntarily resigned from the Employer.

Section 11: Paid Education Benefit

The Employer provides a training and professional advancement benefit to post-introductory regular full-time and regular part-time employees, subject to approval of the department director and the Director of Human Resources, as follows:

Regular full-time and regular part-time employees are granted up to five (5) educational leave days per year (pro-rated for part-time employees) on a paid basis or a maximum of forty-hours (40) in a 12-month fiscal year period. Scheduling of time off should be done in accordance with Vacation scheduling policy. No carryover of any unused educational leave is permitted. This leave cannot be used for compensatory purposes.

Employees must present proof of attendance/completion/participation in the approved program in order to be eligible for compensation.

In addition, if funding is available at the time the benefit is requested, Community Housing Partnership will pay the cost up to \$300.00 in a 12-month fiscal year period to use towards tuition and other out-of-pocket costs related to the approved course employee is enrolled. Receipts should be submitted to HR within 30 days of incurred expense. If unused, this benefit does not carry over from year to year.

Employees who request to attend an adult literacy education program are not entitled to Education Leave or reimbursement for associated fees and expenses under this Section, but shall be granted unpaid time off. The Employer will assist employees to identify adult literacy programs in which the employee, at her/his own expense, may enroll.

Section 12: Sabbatical Leave

Regular full-time and regular part-time employees are eligible to apply for a sabbatical

leave every five (5) years of continuous service for a minimum of one month and a maximum of two months. In order to be eligible, the employee must have a minimum of eighty (80) hours of accrued vacation. The employee must use her/his accrued vacation leave for the first half of the sabbatical. Employer will match the amount of employee's vacation leave taken by the employee during the sabbatical at her/his regular rate of pay for a maximum of one month. Employees must comply with the Employer's sabbatical policies which may change from time to time.

Section 13: Modifications to Leaves of Absence

The employer reserves the right to modify and/or interpret the provisions of this Article 16 to the extent that the Employer determines that it is necessary or appropriate for purposes of ensuring compliance with applicable law.

ARTICLE 17: MEDICAL, DENTAL, VISION, & LIFE INSURANCE

Section 1: Description of Benefits

The Employer provides the types of insurance coverage listed below to eligible employees, subject to the terms and conditions set forth by the insurance carrier(s) and as described in this Article 17.

1. Medical
2. Dental
3. Vision Care
4. Life Insurance
5. Long Term Disability

The Employer pays 100% of the premium for this coverage for all eligible regular full-time and regular part-time employees. Employees wishing to purchase insurance for eligible dependents may do so at their own expense subject to the terms and conditions set forth by the insurance carrier(s).

Section 2: Retirement Plan 403(b)

The Employer will continue to provide a voluntary pre-tax salary reduction plan for all employees subject to the terms and conditions set forth by the provider. No Employer matching contribution is made.

ARTICLE 18: WAGES

Section 1:

The wages and salary structure for all Bargaining Unit employees covered by this Agreement shall be set forth in Appendices A, B, C and D which are attached to this Agreement.

Section 2: Longevity Premium

A bargaining unit employee who has been in the service at the Employer for ten (10) continuous years shall receive a longevity premium of \$0.50 per hour. An employee with twenty (20) years of service will receive an additional \$0.50 per hour.

Section 3: Bi-Lingual Premium

Bi-lingual employees in the Bargaining Unit who work in a position where the job description indicates that specific bi-lingual language skills are required will receive a premium of \$0.50 per hour.

Section 4: Meal and Rest Periods

- A. Meal Periods: If an employee works five (5) hours or more in a day, an uninterrupted 45-minute meal period is to be taken prior to the beginning of the fifth hour of work. Desk Clerk staff sign a waiver to take "on duty" meal periods.

The Employer pays employees for meal periods. Meal periods and rest periods must be taken in accordance with California law.

- B. Rest Periods: All 10-minute breaks must be taken on the Employer's premises unless authorized otherwise by the employee's supervisor. Breaks should be taken in the middle of each work period, to the extent possible.
- 3 to 6 working hours: One uninterrupted 10-minute paid break.
 - 6 to 8 working hours: Two uninterrupted 10-minute paid breaks, one to be taken during the first half and the second during the second half of the work day.

Section 5: Work Outside of Classification

- A. Employees who temporarily perform the job duties of a higher job classification within the Bargaining Unit may be compensated at the higher rate of pay, but only if the department director and the employee agree, in writing, to the responsibilities and timeframe.
- B. Employees who temporarily perform the job duties of a supervisory position may be paid at the rate of pay of the supervisor for the duration of the assignment, but only if the department director and the employee agree, in writing, to the responsibilities and timeframe.

Section 6: Call-Back Pay

Employer will follow all applicable federal and state laws regarding split shift pay, reporting time pay, required meeting time pay, and call-in pay.

ARTICLE 19: VACATION

Section 1: Vacation Scheduling

Regular full-time and regular part-time employees receive paid vacation at their regular rate of daily pay. Employees are expected to use their paid vacation benefits each year. Accrued vacation may be taken at any point after employment begins.

Each employee must request authorization from his/her supervisor two (2) weeks in advance of the requested leave. If an employee does not comply with the vacation scheduling procedures, the employee's vacation request may not be honored.

Section 2: Vacation Accrual

Employees cannot accrue more paid vacation than 1.75 times their annual accrual rate. See the table below for annual accrual information for full-time employees.

<u>Length of Service</u>	<u>Annual Accrual Rate</u>	<u>Max.</u>
Accrual 1 - 12 months	154 hours	88 hours
13 - 36 months	120 hours	210 hours
37 or more months	160 hours	280 hours

These accrual levels are pro-rated for regular part-time employees. Please note that "pro-rated" means that the benefit is accrued based on the number of hours that the employee is regularly scheduled to work as a percentage of a standard forty (40) hour work week. For example, an employee who is regularly scheduled to work twenty (20) hours per week will accrue sick and vacation time at the rate of 50% of a regular full-time employee. Once employees reach their maximum accrual, they will not earn more paid vacation time until some of the accrued vacation is used. The Employer does not permit advances against vacation. Pay will not be granted in lieu of using accrued vacation during employment.

Section 3: Required use of Vacation

The Employer provides paid vacation to allow employees to take time off from work to rest and relax so that they can return to work rejuvenated and engaged. In order to reduce costs or for other business reasons, the Employer may decide to shut down its operations or to place employees on furlough for one or more workdays or workweeks. In such cases, the Employer reserves the right to require employees to use any accrued but unused vacation that they have available. The Employer will attempt to provide employees with as much advance notice as possible of an

impending shutdown or furlough and whether the use of vacation will be required.

ARTICLE 20: SICK LEAVE

Section 1: Sick Leave Eligibility and Accrual

Paid sick time is provided to regular full-time, regular part-time employees. Regular full-time employees accrue paid sick time at the rate of ten (10) hours per month; regular part-time employees accrue paid sick time at their regular hourly rate, on a pro-rated basis, determined by the number of hours they are regularly scheduled to work per week. Unused paid sick time can be carried over from one calendar year to another and may be accrued up to a maximum of thirty (30) days or two hundred and forty (240) hours. Accrued sick time may be taken at any point after employment begins. Limited part-time employees accrue sick time in accordance with the San Francisco sick time ordinance.

Section 2: Sick Leave Utilization

Sick time is a brief period when an employee cannot work because of:

1. Her/his own illness or injury;
2. Her/his need for medical appointments that cannot be made outside working hours;
3. The illness/injury of an immediate family member requiring the employee's care; or
4. Her/his need to attend medical appointments of an immediate family member that cannot be made outside working hours.
5. Sick hours may also be used in order to promote the emotional well being of employees, subject to the Employer's standards of conduct.

For the purpose of sick time, "immediate family" means an employee's spouse or domestic partner, parent, parent in-law, step-relative, grandparent, grandparent-in-law, sibling, child, grandchild or another relative who resides with the employee. The process for using sick time is outlined in the Employer's Employee Handbook as may be amended from time to time. A medical verification may be required after the employee is out for three (3) consecutive work days. If the employee is out for five (5) or more consecutive work days, Employer may require a medical release authorizing return to work. If the employee is ill for more than five (5) days or is hospitalized, the employee should contact the designated human resources staff for information regarding State Disability Income benefits.

Section 3: Illness During Vacation

Vacation time lost due to illness or injury may be charged to sick leave if sick leave is available. Medical verification must be provided to authorize the use of sick leave

during a vacation.

Section 4: Integrated Sick Leave

When an employee is eligible to receive disability benefit payments she/he may receive full disability benefit payments plus such portion of accrued sick leave pay as shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay. At the employee's request, sick leave and/or vacation pay shall be integrated with disability benefits, State Disability Insurance (SDI), Worker's Compensation or any other disability income an employee may be eligible for, so that the same shall not exceed one hundred percent (100%) of the employee's regular net pay.

Section 5: Donation of Sick Leave

CHP provides paid sick time to its regular full-time and regular part-time employees. CHP allows employees to donate accrued paid sick time under the following guidelines. The purpose of the Sick Bank is to provide additional assistance to an employee suffering from a catastrophic medical condition.

For the purposes of the Sick Bank policy, a catastrophic medical condition is defined as one that has totally incapacitated the employee from work. Conditions which are short-term in nature (for example: flu, measles, common illnesses, common injuries, etc.) are not deemed catastrophic. Chronic illnesses or injuries which result in intermittent absences from work may be considered catastrophic (for example: cancer, AIDS, major surgery). Generally speaking, such chronic illnesses or injuries must be considered long-term in nature and must require long-term recuperation periods. Employees receiving and using donated sick leave must comply with the Employer's policy, state and federal law in requesting and taking sick leave.

Employees, at their own election, may donate up to two of their sick days to the Sick Bank of a co-worker who has exhausted their own accrued sick leave. This election can only be exercised one time every six months and must be within the same department/job classification. Such donation shall be in writing by the donating employee to human resources.

ARTICLE 21: HOLIDAYS

The Employer observes the following as paid holidays:

January	New Year's Day
	Martin Luther King Day
February	Presidents Day
March	Cesar Chavez Day

May	May Day
	Memorial Day
July	Independence Day
September	Labor Day
October	Indigenous People's Day (Columbus Day)
November	Veterans Day
	Thanksgiving Day
	The Day after Thanksgiving
December	Christmas Day
Birthday*	

*Each regular full-time and regular part-time employee is eligible to take a workday off within the same pay period as his or her birthday. The employee must follow the Employer's regular vacation scheduling policy with respect to requesting a birthday holiday.

All regular full-time employees are paid for the above holidays at their regular rate of pay. Regular part-time employees regularly scheduled to work on a holiday will receive pay for the holiday at their regular rate of pay for the number of hours the employee is regularly scheduled to work on the holiday. Regular full-time and regular part-time employees who work on a holiday will be paid for their hours worked and holiday pay. Holiday pay is paid at each employee's regular hourly rate.

Limited part-time and on-call employees who are not regularly scheduled to work on a holiday will receive holiday pay for only the following holidays (if they work those days):

- New Year's Day
- Martin Luther King Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

Holidays are observed on the days indicated on the Employer's Agency Calendar, which is issued each year and given to all employees at their time of hire. Full-time employees who work a Tuesday through Saturday week will receive the Tuesday off for any holiday that falls on a Monday. Full-time employees who work a Sunday through Thursday week will receive the Thursday off for any holiday that fall on a Friday.

ARTICLE 22: MISCELLANEOUS PROVISIONS

Section 1: Uniforms

In the event that the Employer requires employees to wear a uniform, the Employer

shall supply such uniforms without charge or deposit from the employees. The replacement of uniforms will be supplied as needed.

The Employer's dress code policy is within the Employer's sole discretion and may be changed from time to time based on safety or other business needs. For the most updated dress code policy, employees should review the CHP employee handbook.

The Employer will consider reasonable requests for additional CHP-logo clothing items that are submitted by employees. Such requests must be submitted to the Human Resources Department in writing and state the reasons for the request. The Employer, in its sole discretion, retains the right to grant or deny an employee's request.

Section 2: Pay Checks

Pay checks that are not correct (including vacation or sick leave pay, overtime pay, etc.) must be brought to the attention of management within twenty-four (24) hours of receiving the pay check. The Employer shall pay by check any money owed and not paid for the relevant pay period within forty-eight (48) hours excluding Saturdays and Sundays. Any time beyond the end of this period shall be subject to a premium penalty of 10% per day for each twenty-four (24) additional hours the employee is forced to wait for her/his pay.

Section 3: Reporting Pay

The Employer will pay Reporting Time pay to the extent required by law.

Section 4: Reimbursement for Business Travel Expenses

The Employer will reimburse authorized employees for mileage, tolls and parking expenses when employees are required to use their personal vehicle on authorized Employer business. The Employer requires that employees who use their personal vehicles on Employer business carry auto insurance. A current Certificate of Insurance and a verification of a California Driver's License must also be on file with the Employer. Authorized business travel is reimbursed at the IRS allowable rate. Receipts are required for parking and toll charges. Costs of insurance premiums and traffic fines are not reimbursable. Employees who use public transportation for authorized travel shall be reimbursed for actual fares unless they are provided a token or pass by the Employer. Reimbursements will only be made for travel authorized by the Employer and as per the Employer's relevant policies which may change from time to time.

Section 5: Use of Employer Provided Email

The Employer provides email to employees to facilitate their work and to enable Employer personnel to communicate with one another efficiently and effectively.

Employees' failure to monitor and review Employer email accounts is causing a delay in the exchange of communication and miscommunications and misunderstandings regarding the roles and duties of individual employees. As a result, employees are expected to review and monitor their Employer-provided email accounts and are responsible for knowledge of the information contained therein. Employees who fail to monitor and review Employer-provided email, will be subject to discipline pursuant to the Employer's disciplinary procedures described in its Employee Handbook.

ARTICLE 23: HEALTH & SAFETY & WORKING CONDITIONS

Section 1: Equipment

It shall be the responsibility of the Employer to ensure that all equipment is functioning properly and safely. Employees who observe equipment functioning improperly or unsafely shall report such observations to management immediately.

Section 2: Health & Safety Training

The Employer agrees to provide health, safety and injury prevention training to employees so that they may be properly informed of all risks associated with their jobs and can perform them safely.

The Employer will also provide in-service training for employees to meet state and federal Occupational Safety and Health ("OSHA") requirements. Failure to attend required in-service federal and state-related OSHA trainings may result in discipline, up to and including termination.

Section 3: Whistle Blower Protection

Employees have the right without fear of discipline to report in good faith problems of public safety violations or other perceived violations to the appropriate government agencies. It is preferred that employees immediately point such problems out to the Employer.

Section 4: Bed Bugs

The Employer will work together with the Union at the Labor/Management Committee in the development of an Employee Bed Bugs Procedure and Policy. The Employer is committed to preventing the spread of bed bugs at work, as well as identifying and eradicating any cases of bed bugs from its offices. The Employer will bring in experts to train employees on bed bug prevention, and maintenance employees on bedbug cleanup. The Employer is committed to educating employees on identifying bed bugs and preventing them from entering the workplace.

Section 5: Timekeeping

The parties agree that during the term of this collective-bargaining agreement the Employer will permanently replace its current employee time-keeping system with a Kronos "touch identification" time-keeping system. The parties agree that the use of the touch identification function of the time-keeping system will be optional and that in lieu of using the "touch Identification" feature, employees may track their time through a Employer computer located behind the front desk at each building.

Section 6: Protection from Violence and Threats of Violence

The Employer is committed to providing a safe workplace for all employees. In the event there is a threat of violence or incident involving assault, brandishment of a weapon or violence, employees are responsible to report such incidents to their immediate supervisor and Human Resources as soon as possible, but within 24 hours after the incident occurred.

The Employer will investigate all threats of violence and where the threat is not deemed credible a report will be placed in file regarding the incident and no further action will be taken.

An employee fulfills his/her reporting requirement by verbally reporting the incident to his/her supervisor (or the on-call supervisor/property supervisor if the incident occurred outside of normal business hours) and completing an Incident Report Form. In response to each Incident Report Form submitted, the Employer will schedule a debrief meeting for affected site employee(s) within 1-2 business days after report of incident. The Employer will work with affected employee(s) to outline a safety plan. Affected employee(s) may request to have alternative staff provide individual services to the tenant allegedly engaging in the misconduct. In order to effectuate this Section, the Employer reserves the right to transfer employee(s) to alternate locations at any time due to safety concerns or issues.

ARTICLE 24: SAVINGS CLAUSE

In the event the courts should decide that any clause or part of this Agreement is unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other provisions of the Agreement.

ARTICLE 25: COMPLETE AGREEMENT

This Agreement, including Appendices A, B, C, and D, contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has the authority to make, and none of the parties shall be bound by or liable for statements, representations, promises, or agreements not set

forth herein, unless agreed to, in writing, by the parties signatory to this Agreement.

ARTICLE 26: PROGRAM CHANGES

In the event of a cancellation of a contract, relocation of a program, addition of a new contract and/or program, and/or a decrease or increase in program funding that affects Bargaining Unit positions, the Union shall be given notice of such action(s) at least thirty (30) days in advance, unless the Employer is given less notice by the funder(s) or in the event of an unforeseen emergency or catastrophe.

ARTICLE 27: DIGNITY AND RESPECT

Section 1: Cooperative Workplace

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 as well as shop stewards/union representatives and supervisors and managers should treat each other with dignity and respect. Intimidating behavior between supervisor and employee is not acceptable. No employee shall be subject to formal disciplinary action in the presence of co-workers, clients or tenants. All efforts should be made to prevent an employee being inappropriately reprimanded in the presence of co-workers, clients and tenants.

ARTICLE 28: TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2015 and shall continue in full force and effect up to and including June 30, 2019. Thereafter, it shall automatically renew for one year at a time, from year to year, unless either of the parties hereto shall give notice in writing to the other party, of its intention to terminate or modify this Agreement. Such notice must be sent no less than sixty (60) days prior to the expiration of this Agreement, or prior to the anniversary of any annual renewal thereof.

Signatures on following page

SIGNATURES

SEIU Local 1021:

Gabby Moreno-Kroncke
Gabby Moreno-Kroncke

Gabby Moreno-Kroncke 7/28/15
Signature Date

Sky Keyes

[Signature] 7/17/2015
Signature Date

Dorothy Royal
Dorothy Royal

Dorothy Royal 7/17/2015
Signature Date

Mark Ostapiak
Mark Ostapiak

[Signature] 8/5/2015
Signature Date

Peter Masiak, Field Representative

[Signature] 7/13/15
Signature Date

David Canham, San Francisco Dir

[Signature] 7/13/2015
Signature Date

John Stead-Mendez, Executive Dir

[Signature] 8/6/2015
Signature Date

Community Housing Partnership:

Gail Gilman
Gail Gilman, Executive Director

[Signature] 7/13/2015
Signature Date

Ramie Dare
Ramie Dare, Board President

Ramie Dare 7/29/15
Signature Date

Paul Fox
Paul Fox, Director of HR

[Signature] 7/28/15
Signature Date

Appendix A: List of Bargaining Unit Members and Compensation Levels

1. Cost of Living Adjustment ("COLA").

a. All Unit Employees

A one-time 2% COLA increase will be given to all unit employees on July 1, 2015.

b. Desk Clerks and Janitors

In addition to the increase described in (a) above, employees in the Desk Clerk and Janitor Classifications will also receive wage increases to \$13.00 per hour on July 1, 2016, \$14.00 per hour on July 1, 2017 and \$15.00 per hour on July 1, 2018.

Further, annual COLA increases in the amount of 1.5% on July 1, 2016, July 1, 2017 and 2% on July 1, 2018 will be given to any employee in the Desk Clerk and Janitor classification whose wage rate is above \$13.00 per hour on July 1, 2016, \$14.00 per hour on July 1, 2017 and/or \$15.00 per hour on July 1, 2018.

c. Maintenance Technicians

In addition to the increase described in (a) above, employees in the Maintenance Technician classification will receive a 1.5% wage increase on July 1, 2016 and July 1, 2017 and a minimum wage increase to \$15.00 per hour on July 1, 2018.

Further, an annual COLA increase in the amount of 2% on July 1, 2018 will be given to any employee in the Maintenance Technician classification whose wage rate is above \$15.00 per hour on July 1, 2018.

d. All Classifications Other Than Desk Clerks, Janitors and Maintenance Technicians

In addition, to the increase described above in (a), employees in the following classifications will receive 1.5% wages increases on July 1, 2016, July 1, 2017 and 2% on July 1, 2018.

- √ Lead Desk Clerk;
- √ Senior Desk Clerk;
- √ Program Assistant;
- √ Advocate (TAY/Youth);
- √ Senior Maintenance Tech;
- √ Employment Case Manager;
- √ Employment Counselor;
- √ Support Services Case Manager;

- ✓ Senior Support Services Case Manager;
- ✓ Support Service Coordinator (TAY/Family);
- ✓ Program Coordinator;
- ✓ Community Organizer;
- ✓ Trainer;
- ✓ Intensive Case Manager; and
- ✓ Treatment Coordinator.

2. Increases to Base Wage Rates

CHP proposes several increases to base minimum wage rates ("Base Wage Rate Increases") for unit classifications over the four year contract period. See Appendix B for Base Wage Rate Increases given on July 1, 2016, Appendix C for Base Wage Rate Increases given on July 1, 2017, Appendix D for Base Wage Rate Increases given on July 1, 2018. These increases will be effective for all employees in a particular classification, including new hires and existing unit employees at the time of the Base Wage Rate Increase. Employees who are below the base wage rate at the time of a Base Wage Rate Increases will be granted a wage increase to match the new base wage rate.

Appendix B: INCREASES TO BASE WAGE RATES JULY 1, 2016

Classification	Hourly Rate
*Desk Clerk	\$13.00
*Janitor	\$13.00
*Maintenance Technician	\$14.14
*Lead Desk Clerk	\$14.39
*Senior Desk Clerk	\$14.90
*Program Assistant	\$16.67
*Advocate [TAY/Youth]	\$16.67
*Senior Maintenance Technician	\$17.17
*Employment Case Manager	\$17.68
*Employment Counselor	\$17.68
*Support Service Case Manager	\$17.68
*Senior Support Service Case Manager	\$18.69
*Support Services Coordinator [TAY/Youth]	\$20.71
*Program Coordinator	\$20.71
*Community Organizer	\$20.71
*Trainer	\$20.71
*Intensive Case Manager	\$22.73
*Treatment Coordinator	\$22.73

Appendix C: INCREASES TO BASE WAGE RATES JULY 1, 2017

Classification	Hourly Rate
*Desk Clerk	\$14.00
*Janitor	\$14.00
*Maintenance Technician	\$14.28
*Lead Desk Clerk	\$14.54
*Senior Desk Clerk	\$15.05
*Program Assistant	\$16.83
*Advocate [TAY/Youth]	\$16.83
*Senior Maintenance Technician	\$17.34
*Employment Case Manager	\$17.85
*Employment Counselor	\$17.85
*Support Service Case Manager	\$17.85
*Senior Support Service Case Manager	\$18.87
*Support Services Coordinator [TAY/Youth]	\$20.91
*Program Coordinator	\$20.91
*Community Organizer	\$20.91
*Trainer	\$20.91
*Intensive Case Manager	\$22.95
*Treatment Coordinator	\$22.95

Appendix D: INCREASES TO BASE WAGE RATES JULY 1, 2018

Classification	Hourly Rate
*Desk Clerk	\$15.00
*Janitor	\$15.00
*Maintenance Technician	\$15.00
*Lead Desk Clerk	\$15.50
*Senior Desk Clerk	\$16.10
*Program Assistant	\$17.00
*Advocate [TAY/Youth]	\$17.00
*Senior Maintenance Technician	\$17.52
*Employment Case Manager	\$18.03
*Employment Counselor	\$18.03
*Support Service Case Manager	\$18.03
*Senior Support Service Case Manager	\$19.06
*Support Services Coordinator TAY/Youth]	\$21.12
*Program Coordinator	\$21.12
*Community Organizer	\$21.12
*Trainer	\$21.12
*Intensive Case Manager	\$23.18
*Treatment Coordinator	\$23.18

Memo of Understanding:

Pursuant to parties' agreement to eliminate Special Part-Time Employees (SPTE), upon ratification of this agreement, all current SPTE will be placed on a list in order of seniority (the "List"). The List is appended hereto as Attachment A. When a Regular Part-Time (RPT) desk clerk position becomes available, it will be offered to the SPTE in the desk clerk position with the highest seniority per the List. If an SPTE declines to accept the Company's offer to a RPT desk clerk position, it will be offered to the SPTE in the desk clerk position with the next highest seniority per the List. If the SPTE accepts the RPT position offered, the SPTE will be removed from the List.

An SPTE may decline an offer by the Company to transfer to an open RPT position, but if the SPTE has not accepted a RPT position after three (3) offers by the Company, the employee will be: (1) reclassified as Limited Part-Time (LPT); (2) removed from the List; and (3) ineligible for any future preferential transfer to a RPT position under this Side Letter.

SPTEs will not need to interview for RFT positions. The Company will abide by all State and Federal laws in the administration of this Side Letter including the Americans with Disabilities Act.

CHP PF

SEIU AM

Tentative Agreement

The accompanying document constitutes the complete Tentative Agreement between SEIU Local 1021 and Community Housing Partnership. All proposals not included in this document are considered to be mutually withdrawn. All Terms and Conditions of this Tentative Agreement are subject to ratification by the Bargaining Unit.

IN WITNESS HEREOF, the parties hereto have executed this agreement on this 18 day of June 2015

For Community Housing Partnership:

A handwritten signature in black ink, appearing to be 'P. Fox', written over a horizontal line.

Paul Fox, Director of Human Resources

For SEIU Local 1021:

A handwritten signature in blue ink, appearing to be 'Peter Masiak', written over a horizontal line.

Peter Masiak, Union Representative



Service Employees International Union – Local 1021

350 Rhode Island, Suite 100 South
San Francisco, CA 94103
415-848-3611

Worksite Organizer_____

Union Steward_____

Telephone Number_____