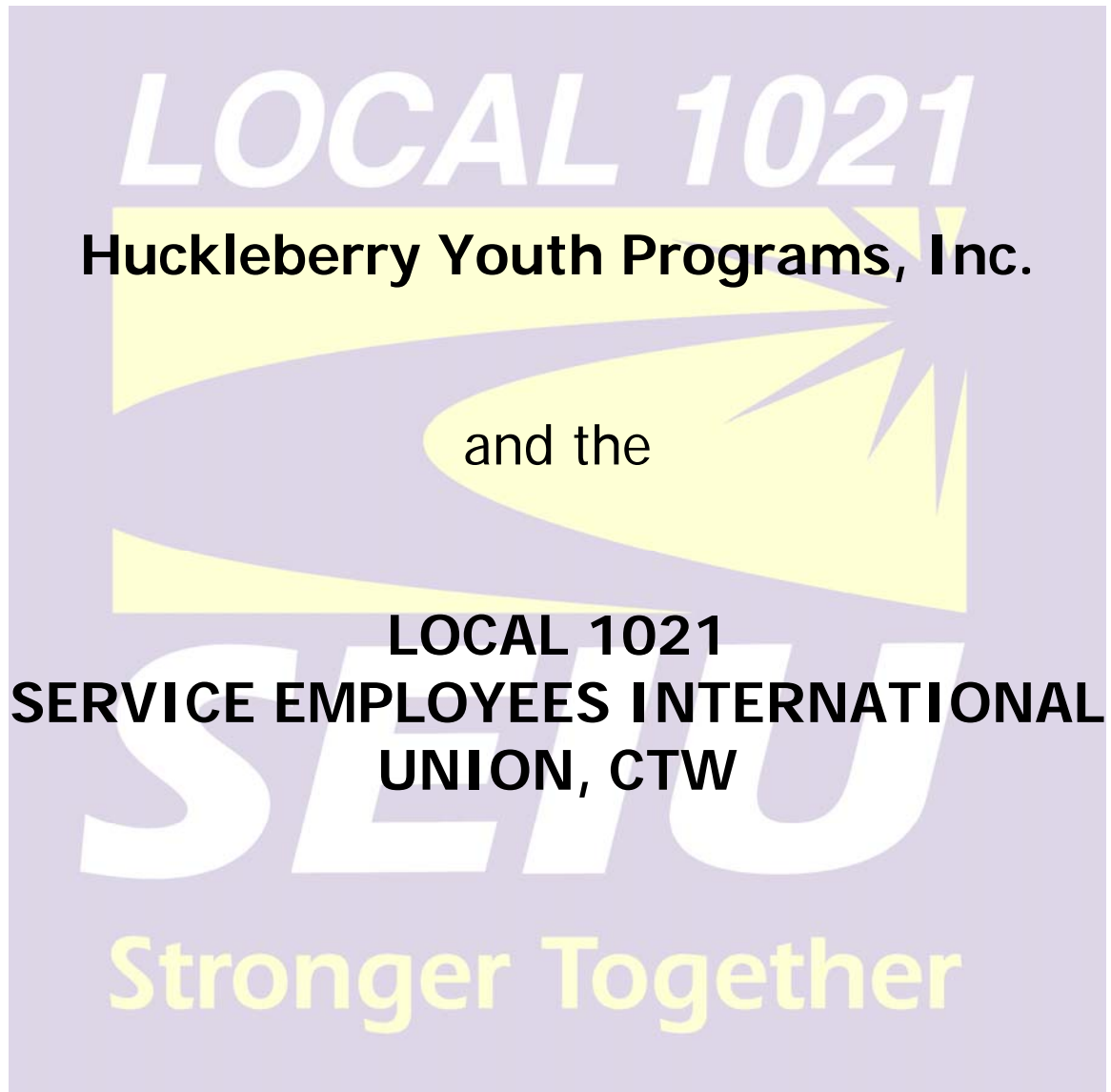


Agreement Between



July 1, 2009 through June 30, 2011

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MEMORANDUM OF UNDERSTANDING
between the
HUCKLEBERRY YOUTH PROGRAMS, INC.
and the
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

This Memorandum of Understanding is entered into between Huckleberry Youth Programs, Inc. (hereinafter referred to as the “Employer”) and Service Employees International Union, Local 1021(hereinafter referred to as the “Union.”)

SECTION 1. MANAGEMENT RIGHTS

It is mutually agreed that, except as modified or limited by this agreement, 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 the job content of, reclassify, discipline or discharge employees; and to contract out for services, subject to the conditions provided herein.

SECTION 2. RECOGNITION

In accordance with the certification of the National Labor Relations Board (NLRB) in Case Number 20-RC-17345, the Employer recognizes the Union as the sole representative for purposes of collective bargaining concerning wages, hours, and other conditions of employment for the bargaining units set forth in this Agreement and found appropriate by the NLRB; excluding managers, supervisors, administrative staff, interns, independent contractors and guards.

SECTION 3. UNION MEMBERSHIP

- A. All employees who are subject to this Agreement and who are employed on the effective date of this Agreement, shall, not later than the thirty-first (31st) calendar day following the effective date of this Agreement, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.
- B. All employees who are subject to this Agreement and who are hired on or after the effective date of this Agreement shall, not later than the thirty-first (31) calendar day following their date of hire, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.
- C. Occasional relief staff is covered by this agreement and shall pay union dues; however because of their varied scheduling, they shall be exempt from initiation fees.

- D. Upon receipt of written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirement, the Employer shall terminate the employment of such employee within fifteen (15) calendar days after receipt of such written notice unless thereafter the employee complies with the above requirements within said time period.
- E. The Union shall indemnify and hold 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.
- F. The Employer will distribute and collect membership cards at the orientation meeting when other necessary pre-employment documents are completed. The original copy of the form shall be sent to the Union Headquarters.
- G. The Employer agrees to collect dues, assessments, initiation charges and any other contribution from each unit member's wages as specified by the Union. The Employer agrees to transfer all funds collected to the Union as soon as possible, but not later than ten days from the final pay period of each month.
- H. Not less frequently than once each month, the Employer shall supply the Union with the name, classification, mailing address and date of hire of any newly hired employee and the names of any employees terminated or laid off during the previous month.

SECTION 4. UNION BUSINESS

- A. A duly authorized representative of the Union shall be permitted to talk with bargaining unit employees away from clients with a minimum disturbance of work for the purpose of seeing that the terms of this contract are being observed, provided admission to the site on each occasion is effected through the usual front entrance and that notice of the visit is given in advance to the Executive Director or Program Director of the site. The Union shall notify the Employer in writing of the name of the assigned Union Representative. Because of the nature of the work of the Employer, the Union Representative shall give, unless it is an emergency situation, 2 hours advance notice of a visit to a work site.
- B. For the purpose of representation, the Union shall be entitled to one (1) Steward on the job at each site who shall restrict work time Union activities to the handling of grievances. The Union will notify the Employer in writing when a Steward is designated. A Steward may assist an employee in the presentation of a grievance if an employee requests such assistance. In no case will the Steward leave the place of work during work time without requesting approval from the site Manager or Supervisor. The Steward's activities shall not interfere with the work of any employee or the Steward's work.

- C. The Employer shall furnish space on an existing bulletin board at each work location or if not available, wall space to be used solely for official Union business as it pertains to the employees of Huckleberry Youth Programs. The Union assumes all responsibility for the material contained in its notices. Such notices shall be signed by a Union Representative, Union Official or designated Steward. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to clients.

SECTION 5. DISCRIMINATION AND AFFIRMATIVE ACTION

There shall be no discrimination by the Employer, the Union or employees covered under this agreement against an employee or applicant for employment because of race, creed, religion, color, national origin, age, sex, sexual orientation, marital status, parenthood, disability, veteran status, political affiliation or because of membership in the Union or activities on behalf of the Union.

The Employer and the Union recognize the Employer's current policy on Affirmative Action as outlined in the existing personnel policies.

SECTION 6. SEXUAL HARRASSMENT

- A. The Employer, the Union and the employees agree that an employee or applicant for employment shall not be the subject of sexual harassment. The Fair Employment and Housing regulations define sexual harassment as unwanted sexual advances, or visual, verbal or physical contact of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis of employment decisions, or has the effect of interfering with work performance or creating an otherwise offensive working environment.
- B. Employees who feel they have been discriminated against on the basis of sex or sexuality or in any other manner harassed should immediately report such incidents following the procedure described below without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.
- C. Complaints of sexual harassment of any type should be reported to the employee's immediate supervisor and/or the Human Resources Director. In the event the complaint is against the supervisor, the employee should contact the Human Resources Director.

SECTION 7. EMPLOYEE CLASSIFICATION AND PROBATIONARY PERIOD

- A. Job descriptions for all employees in Appendix A state whether the position is "exempt" or "non-exempt."
 - 1. An exempt employee is one who is paid at least the minimum specified by applicable law for an exempt employee and is employed in executive, management or professional capacities. Exempt employees do not receive overtime compensation. Such positions include Therapists and Licensed Clinicians.

2. Non-exempt employees are those not employed in executive, managerial or professional capacities. They are entitled to be paid overtime at the rate of time and one-half after 40 hours in one week. If, during the term of this Agreement, legislation is enacted in California mandating overtime pay after eight (8) hours in one day for employees subject to this Agreement, and if said legislation includes provisions for alternative work schedules, the Employer and the Union will, at the request of either party, negotiate the implementation of alternative work schedules.

In addition, the Employer further classifies employees for determination of benefits eligibility as follows:

- B. A regular employee works at least 20 hours per week for an indefinite period of time and is eligible for agency benefits, as described in Section 6 of the personnel policies. A regular full-time employee is one who works 40 hours or more per week. A regular part-time employee is one who works less than 40 hours per week but a minimum of 20 hours per week.
- C. Contract/Temporary Employees: Contract/temporary employees are hired on a non-benefited hourly, per diem, or salaried basis for a three (3) month period of time for completion of a specific project or on a specific grant and are not covered by the bargaining unit. Should the three (3) month period of time need to be extended, the parties will meet to discuss and determine an agreed upon extension.
- D. Probation: Employees shall be on probation for the first six months of employment. Thereafter, employees other than contract employees shall be considered regular employees. During this period, the agency may terminate an employee without recourse to the grievance procedure. As warranted, the probationary period maybe extended by mutual agreement of the parties for up to an additional six months, provided such is done in writing. During this period, employees shall be evaluated in writing by their immediate supervisor at the end of three months of employment and at the end of six months.

SECTION 8. DISCIPLINE AND DISCHARGE

- A. Employees who have completed their initial probation period with the Employer shall not be discharged or otherwise disciplined except for just cause which includes, but is not limited to: (1) unsatisfactory attendance, (2) physical violence, (3) failure to perform job tasks, (4) intoxication during work hours, (5) unethical relationships with clients, (6) an absence of one or more consecutive working days without notice, which shall be considered a voluntary resignation.
- B. Notice of discharge or suspension shall be served in person or by registered mail to the employee within twenty-four (24) hours of the disciplinary action and a copy of such notice shall be sent to the Union. The notice shall 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 facts behind the disciplinary action (including date, time, place, etc.); (4) description in ordinary and concise language of the policies on which causes are based.

- C. An employee shall have the right to a Union Representative or Steward, if the employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Prior to any such meeting, the Employer will inform the employee involved of such right. All disciplinary action other than for probationary employees may be reviewed in accordance with the grievance procedure.

SECTION 9. GRIEVANCE PROCEDURE

A grievance is defined as a claim or dispute by any bargaining unit employee or the Union concerning the interpretation or application of this Agreement. The parties encourage open communication between employees and their supervisors. Prompt resolution of personnel issues is important for good relations, fairness and efficient operation.

Step 1. Grievances shall initially be taken up orally by the employee and/or the Union Steward and/or Union Representative with the immediate Supervisor/Program Director and the HR Director in an attempt to settle the matter on an informal basis.

Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing by the employee or his/her representative and submitted to the HR Director. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward and/or Union Representative. In order to be valid, the grievance must be submitted within fifteen (15) calendar days, except that in cases involving written discipline, discharge or suspension, there shall be a seven (7) calendar day time limit, of the date that the alleged violation occurred or could be reasonably known to have occurred. The Employer and/or the Shop Steward and/or the Union Representative will meet within seven (7) calendar days of such submission.

Step 3. If the grievance is not satisfactorily settled at Step 2, it may be presented in writing to the Executive Director or designee by the Union within seven (7) calendar days after Step 2 is completed.

The Executive Director or designee shall give a written response to the employee and the Union Representative within fourteen (14) calendar days after submission of the grievance to him/her.

Step 4. Provided a request is made in writing within fourteen (14) calendar days of the Executive Director's or designee's response, if the grievance still remains unresolved, it may be directly referred by the Union to binding arbitration. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) calendar days after receipt of the written request for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement. All expenses of arbitration, excluding costs of representation and witnesses,

shall be paid equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) calendar days of the arbitration hearing. Time limits may be extended or waived only by mutual agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall proceed through the Steps. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method for determining settlements between the parties of any and all grievances herein defined.

Expedited Arbitration: By mutual agreement of the Employer and the Union, grievances which are referred to binding arbitration may be addressed using expedited rules, which will include the following characteristics: (1) Extensive efforts shall be made prior to the hearing to stipulate to the facts; (2) no attorneys will be used, however, the parties shall have the right to other representation; (3) there shall be no stenographic record of the proceedings; (4) only oral closing arguments will be used; no briefs; (5) only an oral bench decision shall be required.

SECTION 10. JOB POSTING AND PROMOTION

- A. All positions which become open at Huckleberry Youth Programs, either due to the departure of staff or due to the creation of new jobs, shall be made known to staff through memos posted on the agency bulletin boards and announced at staff meetings. Such memos shall be posted at least seven (7) calendar days before information about these openings is distributed publicly. New jobs will be posted on the intranet, along with an e-mail to all supervisors to ensure that all employees are aware of a posting prior to posting a position externally.
- B. Current employees who apply for the posted position, by completing a Job Posting Form, within the seven (7) calendar day posting period and who meet the qualifications in a posted job description shall be given consideration over outside applicants to fill posted vacancies in the bargaining unit, so long as said employees have satisfactory performance histories as reflected in their employee's performance evaluations. Both parties recognize, however, the Employer's necessity to comply with Affirmative Action goals and obligations, to which the Employer may also give consideration in hiring. If more than one qualified current employee applies for the position, selection shall be based on order of seniority, provided that merit, skills and ability are equal. Management will present a written explanation when a less senior employee is awarded a preferred assignment.
- C. At the time of the promotion, a new employment probation period may be specified. If promoted, the employee continues to accrue vacation and personal necessity leave during the new employment probation period. The promoted employee will receive a raise but keep their original step increase schedule. Promoted employees will have a 6-month probationary period for purposes of performance review only.
- D. The Employer will post all possible transfers at all locations and announce the internal transfer opportunity at staff meetings in addition an email shall be sent out directing all interested employees to the job posting.

SECTION 11. SENIORITY AND LAYOFFS

- A. A layoff shall be defined as a non-disciplinary separation of an employee based upon legitimate business needs as determined by the employer. The Employer recognizes its obligation to bargain with the Union over the effects of any layoff on bargaining unit employees and in that regard it agrees to review its determination by the contract and/or funding source financially reduced, or eliminated, thereby causing the necessity for layoffs.
- B. When a temporary or permanent reduction in positions or a temporary or permanent involuntary reduction in scheduled hours of 20% or more is determined by the Employer to be necessary, the following procedure shall apply:
- C. Huckleberry will strive to avoid layoffs. When layoffs cannot be avoided, Huckleberry will give as much notice as possible. Employee performance as documented in the employee file, affirmative action goals, and diversity especially in language and gender needs will be taken into account in determining which individual(s) is/are to be laid off.
- D. Workers must be off probation for layoff language to apply.
- E. Affected employees, those being laid off or experiencing an involuntary reduction of scheduled hours of 20% or more, and the Union will be provided with at least four (4) weeks notice, prior to the effective date of the layoff, unless Short Notice is allowed. When events necessitate a shorter period of notice, including 50% or greater loss of program funding, the agency will be required to document the 50% or greater of lost program funding, resulting in Short Notice. In the case of Short Notice, in lieu of four weeks' notice, management shall give what notice is reasonable at the discretion of management.
- F. If an employee is laid off and opts for COBRA, management agrees to continue to pay two (2) months of the employee's COBRA premium and management's portion of COBRA health premium for dependents, subsequent to the month in which the employee's Huckleberry Youth Programs health benefits terminate.
- G. Upon request of the Union, Huckleberry will meet with the Union regarding the effects of the layoff(s).
- H. In the event of a layoff, volunteers may be accepted prior to the imposition of the involuntary layoff or reduction in hours. Voluntary layoffs are position and program specific.
- I. Employees who are laid off shall be placed on a reinstatement list in the order of seniority for a period of four (4) months from the date of layoff. Employees will be recalled to their prior position at the same salary level they were on when they were laid off. Employees who are laid off may be offered reinstatement to positions other than the position from which they were laid off if they are determined by the Employer to be qualified to perform the available work. Offers of reinstatement by the Employer shall be sent to the employee by certified mail. It is the employee's responsibility to notify

the Employer of any change of address or change in employment status. Laid off employees shall have ten (10) business days from the date of receipt of the offer of reinstatement to respond. No new employee shall be hired into a classification in which an eligible (eligible for the job) employee is on layoff status until either the layoff list has expired or all such laid off employees have been offered the option to return to work.

- J. The parties agree to abide by the principle of classification and site seniority for layoffs except when the principle is in direct conflict with the goals of the Employer's Affirmative Action Policy. Seniority, for the purposes of layoff, is defined as the length of service in the affected classification.
- K. Employee rights to authorized leaves of absence shall not constitute a break in their seniority rights based upon length of service; however, employees shall not accrue seniority during leaves granted by the Employer that are longer than thirty (30) calendar days.
- L. In case of termination or layoff, employees shall receive accrued vacation leave and holiday leave and be advised of any extended coverage and conversion privileges of the health and disability benefit plans.

SECTION 12. HOURS OF WORK AND PAY PERIOD

- A. Ordinarily, all employees work an eight-hour day, including a 30-minute paid lunch break. Residential Counselors' shifts may be longer depending on the shelter coverage needs. Hours shall be determined by the immediate supervisor according to the requirements of the position as documented in the job description.
- B. Residential programs are in operation at all times. Non-residential programs' hours of operation may vary to accommodate clients and projects.
- C. Due to the nature of the agency, it may be necessary for employees to work additional hours beyond regularly scheduled shifts. Overtime for non-exempt staff must be approved by the immediate supervisor prior to the work being done and must be documented on the time sheet. If an employee must work overtime and is unable to notify the immediate supervisor in advance (e.g., the next shift person is late), the supervisor must be notified within 24 hours. Non-exempt support staff that work in excess of 40 hours in one week will be paid at the rate of time and one-half for excess hours worked.
- D. All employees shall be paid in accordance with a bi-weekly payroll schedule. The Fiscal Director shall issue a payment schedule periodically which shall be posted for all employees. Time sheets must be submitted, as scheduled, in order for the employee to be accurately compensated. Time sheets must be signed in ink by the employee and the employee's supervisor.
- E. Shift Schedule Pay for 12-hour Shift Employees scheduled for vacation:

In the past, employees who worked a 12-hour shift, but were scheduled to take the day off, would not receive compensation for pay equivalent to the scheduled work-shift. Instead, they would get the regular holiday pay of 8 hours. This resulted in employees being compensated at 36 hours for a work- week compared to 40 hours. It was concluded that employee's pay should not be adversely impacted and that they should be "made-whole" under the circumstances. Thus, workers who normally work 12 hours on the holiday will get 12 hours holiday pay. The intent is for workers who normally work 40-hours to receive 40 hours of pay.

F. Alternate Work Schedules:

1. Employees may request to work alternate work schedules (i.e. working 40 hours in four (4) days, or such other arrangement) as may be mutually agreed between the employee and management. Part time schedules will also be considered. Such requests may be granted at the sole discretion of management and will be subject to review on a monthly basis. Provisions for overtime, holidays and other leaves shall be mutually agreed upon for alternate work schedules. When an agreed schedule is arranged around schooling, the schedule shall be maintained for the academic term.
2. Requests for alternate work schedules shall be submitted in writing to the employee's immediate supervisor and the Director of Human Resources. The Director of Human Resources shall provide reasons for any denial in writing. This decision is appealable to the Executive Director, but shall not be grievable.

SECTION 13. CRIMINAL RECORD CLEARANCE

California law requires that all employees, volunteers, interns of a community care facility and other adults having regular and routine contact with the clients of the facility have criminal record clearance (with Department of Justice, FBI and Child Index.) All shelter staff and volunteer/interns at HYP must have completed their fingerprint process and clearances forwarded to Human Resources prior to their 1st day of work in the shelters. All other direct service staff and volunteer/interns at HYP non-shelter programs must also complete the fingerprint process prior to employment or on the first day of employment, but are allowed to start work while the clearances are in process. Non-direct service staff are required to complete background checks prior to employment or on the first day of employment. If the above mentioned requirements are not met within four days, the staff member may not return to work, until s/he has fulfilled this condition of employment. If this condition of employment is not fulfilled within fourteen calendar days of the date of hire, his/her employment is terminated.

Furthermore, before a final offer is made to a Psychotherapist or Psychotherapist/Case Manager the hiring supervisor is responsible for checking the status of the candidate's license or internship.

Check licensure or internship status as follows:

1. Log on to the Board of Behavioral Sciences website at www.bbs.ca.gov
2. Click on verify and search licenses

3. *Click on the type of license you wish to verify, for MFT's click on Marriage and Family Therapist for ASWs click on Licensed Social Worker*
4. *Enter the last name, first name and middle initial or license number of the candidate.*
5. *Print the screen with the candidate's license information and forward to the Human Resources Director*

If the status of the candidate's license is listed as revoked, suspension, stayed, probation or surrender, contact the Human Resources Director immediately.

At time of hire the Human Resources Director will place a copy of the license status information in the new employees personnel file.

Licensure status should be checked annually in conjunction with an employee's annual evaluation and a new copy forwarded to the Human Resources Director to be added to the employee's personnel file.

SECTION 14. REIMBURSEMENT OF EXPENSES

- A. Mileage/bridge tolls logged for the use of an employee's vehicle for job related functions during the course of an employee's workday, is reimbursable per federal guidelines. HYP will continue to reimburse employees for this type of mileage and bridge tolls in the course of a work- day related to job related functions (this does not include commuting to and from work). To receive payments, employees must complete, sign and submit a Mileage Claim Form to their supervisor that is then submitted to the Finance department.
- B. Other work-related expenses incurred by employees may be reimbursed, if approved in advance by the employee's Program Director. This approval should be sent to the Program Director's supervisor. Such expenses could include attendance at community functions or conferences (local or out of the Bay Area) and telephone allowances. Reimbursement for telephone allowance must be for legitimate business expenses that have been itemized by the employee and submitted to their supervisor/manager for approval.
- C. Employees who are required to have a vehicle for the performance of their job duties per their job description (commuting to/from work is not considered "required for the performance of their job") will be reimbursed for the cost of bridge tolls as part of their compensation (by law this is treated as compensation and must be taxed). Management shall identify those employees who are required to have vehicles for the performance of their job duties. This will be discussed with Local 1021 and a formal list will be provided.
- D. Bridge tolls will be reimbursed monthly based on days worked documented on an employee's timesheet.

SECTION 15. TUITION REIMBURSEMENT PROGRAM AND LICENSE ADJUSTMENTS

The following applies only to employees who received their Bachelors or advanced degree prior to January 1, 2008. With the approval of the Employer, if an employee obtains an advanced degree in an area of specialization relevant to the employee's job at Huckleberry Youth Programs or obtains a California clinical license, the employee shall receive a \$.48 cents increase to the employee's base salary (or hourly equivalent) (or an equivalent pro-rata increase for all part-time employees) as long as they have a minimum of six (6) months of service with the Agency.

Employees are always encouraged to further their knowledge base at HYP. Based on this, Huckleberry Youth Programs has initiated a Tuition Reimbursement Fund Program.

As of January 1, 2008 a Tuition Reimbursement Fund is established and, for the contact period July 1, 2009 through June 30, 2011, will be funded to allow a maximum reimbursement of \$300.00 per union employee per fiscal year. This fund will be available to all full-time (0.5FTE or higher) regular union employees who have completed their probationary period. The Tuition Reimbursement Program will support staff enrolled in an undergraduate or graduate degree program at an accredited institution. Funds may only be used to reimburse tuition, registration, books, or related costs.

Effective January 1, 2008, the \$0.48/hour premium for licensure (MFT and MSW) is eliminated. Psychotherapists (MSWs and MFTs) who have worked at HYP for one year or more prior to January 1, 2008, and earn licensure while working for HYP will receive a one-time increase of \$2,500.00 to their base annual salary (effective January 1, 2008).

SECTION 16. VACATION AND HOLIDAY LEAVE

Vacation

- A. Beginning July 1, 2001, all employees accrue paid vacation leave at a rate of leave equal to 16 days per year based on a 40-hour week, for their first year of employment and thereafter at a rate of leave equal to 22 days per year based on a 40-hour week. This accrual is pro-rated based on an employee's regular full or part time schedule (most commonly 40, 32 or 20 hrs per week). Vacation will not accrue based on actual hours worked, e.g. 39 hrs one week and 42 hrs another week. Vacation will continue to accrue during vacation paid time off. It will not accrue, however, during unpaid leave of absences.
- B. During the probationary period, new employees may use accrued vacation time with the approval of their supervisor.
- C. After five years' employment at Huckleberry Youth Programs, employees accrue an additional forty hours of vacation time annually. Part-time (minimum 20 hours per week) employees accrue at a pro-rated basis based on their part-time status. Increased accrual begins on the anniversary of employment.

- E. From zero to five years of employment, employees will not accrue vacation beyond a cap of 160 hours. After the first five years, employees will not accrue vacation beyond a cap of 200 hours. After completion of eight years, employees will not accrue vacation beyond a cap of 240 hours. In rare occasions and deemed necessary by the manager/supervisor and the HR Director, management may offer to buy back vacation time or allow the cap to be exceeded by 40 hour. This rare situation would occur if the employee were unable to take vacation as a result of management's request. This exception must be documented and agreed to at least 60 days prior to reaching the cap.

Holidays

- A. The following days are designated as holidays by HYP: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.

Employees at residential programs who are required to work on Thanksgiving, Christmas and New Years Day are compensated at a rate equal to double time for hours worked from Thanksgiving at 12:00 midnight Wednesday through 12:00 noon on Friday; noon on Christmas Eve through Christmas at midnight and from noon on New Years Eve through New Years day at midnight. Employees at the CARC who are required to work from 12:00 noon to 12:00 a.m. on Christmas Eve and New Year's Eve will receive a bonus equal to double time for those hours.

Employees at residential programs who are required to work on Memorial Day, July 4th and Labor Day shall be compensated at a rate equal to time and ½. These days are defined as midnight to midnight (24 hour day). CARC employees (skeletal staff of two) who are required to work on these days shall receive a bonus for work equal to time and ½. In the rare event that business necessitates it; an employee at an office may only work when HYP offices are closed for business with written prior authorization from their manager/supervisor. Such employees shall be granted another holiday day to be taken by the end of the fiscal year.

If a full-time employee is normally scheduled "off" on one of the above-designated holidays, the Director must notify Human Resources. Once reviewed, the employee will be granted an additional holiday to be taken by the end of the fiscal year. This holiday will not carried over to the next fiscal year nor will it be paid out if an employee terminates prior to taking the day.

Employees who do not work on the holiday are paid their regular rate of pay and should document "H" on their timesheet.

- B. In addition to the above described vacation/holiday pay, all regular full/part-time union employees of Huckleberry Youth Programs on July 1 of each year are entitled to three (3) days of paid personal holiday time during that fiscal year (July 1 - June 30). These holidays are personal to accommodate the cultural diversity of the staff. These days may be taken at any time during the year (once earned per the following schedule) chosen by the employee with a two- week advance notice request to their supervisor.

One personal holiday will be granted on each of the following dates:

July 1, November 1, March 1

If an employee chooses to borrow one or more of the above days prior to the designated date mentioned above, they must receive prior approval from their director/supervisor. The employee must complete the "PERSONAL HOLIDAY ADVANCE REQUEST FORM". This form can be obtained from Human Resources. If the employee terminates prior to earning the holiday, the employee will be required to "pay back" the time borrowed in their final paycheck. Finally, employees may maintain a balance of no more than three (3) days of personal holiday time per fiscal year.

SECTION 17. INSURANCE BENEFITS

- A. Insurance: Insurance plans are offered to all regular employees working at least twenty (20) hours per week, to cover their life, medical, dental and disability insurance needs. Thorough details of these benefits are provided in plan booklets and documents provided by the Administrative Office. These benefits are subject to change, based on changes in the financial condition of the agency and the availability and cost of insurance.
- B. Medical and Dental: Medical and dental coverage for full/part-time employees, their spouses/domestic partners and their eligible dependents is provided by the Agency. For medical coverage, the agency will contribute up to 100% of the premium for Kaiser 25 plan for regular full-time/part-time employees who work 30 hrs or more per week. HYP will also pay 50% of the employee's dependent's premium limited to a cap based on the Kaiser 25 plan.
- C. If an employee who was hired before July 1, 2001, chooses a plan other than the Kaiser 25 plan, HYP will pay up to 110% of the premium cost of the Kaiser 25 plan towards the premium for the plan the employee chooses. HYP will also pay 50% of the employee's dependent's premium limited to a cap based on the Kaiser 25 plan.
- D. If an employee who was hired after July 1, 2001, chooses a plan other than the Kaiser 25 plan, HYP will pay up to 100% of the premium cost of the Kaiser 25 plan towards the premium for the plan the employee chooses. HYP will also pay 50% of the employee's dependent's premium limited to a cap based on the Kaiser 25 plan.
- HYP will also pay a pro-rated share of any of the premium contributions described above for any employee who works between 20-29 hours per week.
- E. Life Insurance/Accidental Death & Dismemberment: Huckleberry Youth Programs provides a basic life insurance policy for all regular employees at no cost to employees. No dependent coverage is available. The amount of each employee's life insurance is equal to the employee's annual salary.
- F. Long-term Disability Insurance: Huckleberry Youth Programs provides long-term disability insurance to employees. Payroll will report the cost of said premium on employee's W-2 statement. Coverage begins after a period of three months of more than 20% disability and pays up to 60% of the basic monthly salary. The plan booklet and

plan documents provide the details of this benefit and are available in the Administrative Office. Disabled employees may also be eligible for benefits under the State Disability Insurance Plan or Worker's Compensation. HYP's Long Term Disability insurance may, in some cases, be combined with SDI or Worker's Compensation so that up to 60% of the basic monthly salary is provided.

- G. Tax Sheltered Annuity: The Employer will continue to provide a Salary Deductions Tax Sheltered Annuity Program.
- H. Flexible Spending Account: Huckleberry Youth Programs has a Flexible Spending Account (FSA), which allows regular full/part-time employees to have a cost-effective way to pay for expenses not covered by their medical/dental plan and dependent care expenses. This plan allows employees to pay for eligible expenses (per IRS guidelines) on a pre-tax salary reduction basis.
- I. Workers' Compensation Benefits. A work-related injury or illness is one that occurs while an employee is performing his/her job duties or other activities within the scope of his/her employment. Employees are responsible for immediately notifying the supervisor or manager of any on-the-job injury or illness, in order to be eligible for workers' compensation benefits.

SECTION 18. PERSONAL NECESSITY LEAVE

- A. Personal necessity time is provided for all full/part time employees to cover absences from work for illness, mental health, and personal or family needs; medical/ dental appointments; funeral attendance or family medical leave of absences (FMLA).
- B. All regular full-time employees accrue eight hours of personal necessity time per month. Regular part-time employees accrue personal necessity time based on their part-time status. Employees will not accrue personal necessity time beyond a cap of 176 hours.
- C. Employees do not receive any monetary compensation for any accrued personal necessity time at termination.
- D. Employees must request personal necessity time from their director/supervisor prior to the day requested off. In the case of illness, notification must be provided to the director/supervisor prior to the start of the employees shift. Finally, if an employee is out of the office on personal necessity leave for three days or more, documentation may be required.
- E. Personal necessity leave may not be used with or added to vacation or holiday time off
- F. Finally, an employee is not allowed a negative balance in their personal necessity accrual.

SECTION 19. LEAVE OF ABSENCES

- A. A request for leave of absence must be reviewed and granted by the Human Resources Director and/or Executive Director. Reasons for leave of absences include: Military service, Medical disability, Family Medical Care Leave (FMLA), Paid Family Leave (PFL), Bereavement, and Personal Necessity. The decision to grant a leave is based on the requirements of the leave, need, urgency of the request, the length of the leave requested and the affect on the agency's work requirements and staffing needs.
- B. To apply for a leave of absence, an employee must make a written request addressed to the supervisor, who forwards the request to the Human Resources Director, specifying the reason for the leave, the length of time needed, doctor's certification (if applicable) and the expected date of return. Extensions of leaves are ordinarily not granted unless there are critical circumstances, such as extended medical disability. The employee needs to notify the supervisor two weeks before the end of a leave of the employee's intention to return. Upon expiration of an approved leave, employees will be re-employed in the same or a comparable position and rate of compensation as that which s/he occupied when the leave commenced. If an employee fails to report for work immediately after the period of the approved leave expires or if an employee obtains a leave based on false representations regarding the need for a leave, the employee will be considered to have voluntarily resigned.
- C. Employees participating in benefit programs prior to an approved leave of absence may receive coverage under those programs depending on the terms of the specific program. Costs for such coverage are paid by the agency or employee, according to the terms of the specific benefit program. In addition, the employee may be eligible for state or long-term disability benefits.
- D. Personal Leaves of Absence Without Pay
 - 1. Eligibility

An employee may apply for a personal leave without pay. Requests should be submitted to the employee's immediate supervisor and the Human Resources Director. The decision to grant such leave and any extension thereto shall be made by the program manager, with the Executive Director's approval. Personal leaves of absence shall be granted for a specific period of time, and it is the employee's responsibility to request an extension if the employee will not be returning to work as agreed. An employee who does not return to work following expiration of an approved leave of absence will be considered to have resigned.
 - 2. Benefits

During an approved leave of absence without pay of more than thirty (30) calendar days, the employee will not accrue any benefits provided herein beyond the thirty (30) calendar-day period, nor shall the employee continue to earn seniority. Upon return from an approved leave of absence without pay, all benefits accrued prior to the leave of absence, including seniority, shall be restored. Health and dental benefits may be continued through payment of the monthly premiums by the employee on leave. Arrangements for payment must

be made directly with the Human Resources Department by the employee and must be within the limits of our insurance carrier contract.

3. Return from Leave of Absence Without Pay
Upon return from a leave of thirty (30) calendar days or less as provided herein, the employee shall be returned to the same position she/he held prior to the commencement of the leave. An employee returning from an approved leave of absence of longer than thirty (30) calendar days shall be entitled to reinstatement to the employee's former position, unless the position is no longer available.

SECTION 20. FAMILY MEDICAL LEAVE OF ABSENCE (FMLA)

Any full-time or part-time employee who has completed at least one year and has worked at least 1,250 hours during that time may request (with appropriate documentation) family care leave without pay, of no more than 12 weeks in a rolling 12 month period. An eligible employee may request a family care leave for any of the following reasons: 1) the birth of the employee's child; 2) the placement of a child with the employee in connection with an adoption; 3) the serious illness of the employee's child; 4) the need to care for self, a parent, a spouse or domestic partner who has a serious health condition. If both parents are employed by the agency, only one employee is entitled to take a leave to care for a child. An employee who is granted a family care leave of absence must utilize any accrued vacation and personal necessity days during the period of the leave. For the purpose of this policy's 12-week limitation, any paid and unpaid portions of the leave of absence shall be added together whether or not they are taken consecutively.

SECTION 21. PAID FAMILY LEAVE (PFL)

For California employees covered by State Disability Insurance and have earned at least \$300 from which deductions were withheld, Paid Family Leave insurance provides up to six weeks of benefits for individuals who must take time off to care for a *seriously ill* child, spouse, parent, or domestic partner, or to bond with a new minor child. Employees are not required to use their vacation time for this leave if they do not choose to.

SECTION 22. MILITARY LEAVE

A regular employee on active military reserve service may take up to two weeks of unpaid leave per year for military reserve training. An employee who volunteers or is called to active military duty in a branch of the U.S. Armed Forces will be granted a leave of absence according to applicable state and federal law for the period of active duty.

SECTION 23. JURY DUTY

Huckleberry Youth Programs encourages employees to fulfill their civic responsibilities by serving jury duty when required. If called for jury duty, employees are excused for the time required to attend the court. Employees will be paid at their regular rate of pay for a time period of no more than two weeks, provided that the supervisor is informed regarding the court's schedule and the employee submits documentation from the court regarding his/her length of service. An employee who is called to jury duty while on probation shall have his/her

probationary period extended for the period of time while on jury duty. Employees may request paid jury duty leave once in any two-year period.

SECTION 24. TRAINING /WELLNESS PROGRAM

HYP encourages an environment that supports the health, well-being and professional development of its employees. Based on this, Huckleberry Youth Programs agrees to fund the Training/Wellness Program in the fiscal years beginning July 1, 2009 and July 1, 2011. HYP's allocation for the fiscal year 2009-2010 provides \$6,000 for health and exercise programs, e.g. gym memberships, personal trainers, yoga classes or similar activities. This fund may also be used to reimburse training expenses that would not qualify for our Tuition Reimbursement Program (i.e., training not in pursuit of a degree from an accredited institution) and wellness-related expenses as in prior years. This benefit is available to union employees who work 20 hours or more per week and PHEs employed as of January 1, 2009.

The fund will begin the July 1, 2009 contract year with \$6,000. The maximum allocation per employee for contract year will be \$250. The amounts outlined above will be for this contract only. In addition, on April 1, 2009, Human Resources will notify, via e-mail and by posting in all programs, an audit of how much of the fund remains. For the next two weeks, any members who have not utilized the fund will be given priority for funding (via the regular process). After those two weeks are complete, all other applications will be considered so that, if appropriate, the fund is exhausted by equal amounts. Finally, the maximum annual allocation is \$500.

Peer Health Educators (non-benefited employees) will be eligible to participate in the above program with the same reimbursement amount for the full fiscal year.

Members are required to apply to the Human Resources Director for approval of funds. NOTE: Management retains the discretion to determine which exercise 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.
2. The HR Director in coordination with the employee's Supervisor will approve/disapprove the request for reimbursement.

This fund is on a first come/first serve basis.

In addition to the above-mentioned fund, employees of HYP receive additional training benefits provided by the agency.

Agency Training & Outside Training

1. Both parties agree that training is necessary and valuable. The agency supports training and therefore provides quality training to workers. With management approval, workers shall have the right to decline agency trainings if it is redundant or irrelevant to their work.

2. It is agency practice to allow workers to attend individual trainings when appropriate to their position and at the discretion of management. Employees shall have the right to request specific trainings to be paid for by the agency. Approval of such requests is within the sole discretion of management. If a worker is denied the time to train, he or she shall have the right to appeal this decision to the Director of Human Resources. The management decision is not grievable.

Co-Worker Training

Workers who wish to provide training to their coworkers shall have the opportunity to create a proposal and submit it to management. If the proposal is accepted, the worker shall be released from regular duties in order to prepare. The approximate number of hours needed to prepare shall be included in the proposal. Non-acceptance of a proposal is not grievable, but is appealable to the Executive Director.

SECTION 25: VARIOUS AGREEMENTS

Huckleberry House Schedule, Evaluations, AmeriCorps Volunteers

Huckleberry House Schedule

Prior to changing the schedule at Huckleberry House, Huckleberry House management will solicit input from union workers about the schedule. Where possible, management will announce the schedule one month in advance. At Huckleberry House, schedules and menus shall be a point of discussion monthly at staff meetings.

Evaluations

Both parties agree that feed back is a useful tool for improvement. Employees shall have the opportunity to evaluate their immediate supervisor(s) annually. Employees shall receive a minimum of two (2) weeks' notice of the evaluation window. Employee evaluations of their immediate supervisor(s) shall be kept confidential. Employees wishing to remain anonymous may mail completed surveys to HR.

AmeriCorps Volunteers

Provided that AmeriCorps workers do not replace, or fill the roles of Union Employees, and provided that they remain a small (2-4 workers per county) proportion of the work force, SEIU agrees to allow them at Huckleberry facilities in 2009-2010. The AmeriCorps positions will be reviewed annually.

SECTION 26. WAGES, STEPS, & FURLOUGHS
(For Class by Class Wage Explanation See Appendix A)

- A. Step Freeze: For the period of this agreement, and until otherwise changed by mutual agreement, the union agrees to waive step increases due from July 1, 2009 to June 30, 2010. Both the union and management agree that the goal is to reinstate step increases prospectively starting July 1, 2010. If resources do not allow for reinstatement of step increases the parties shall meet to discuss options.

In the event that step increases are restored during fiscal year 2009-2010, step increases shall be applied retroactively to July 1, 2009 to assure fairness for all union employees.

B. Furloughs July 2009- June 30, 2010

1. For the period of July 1, 2009 to June 30, 2010, the union members, other than those working at Huckleberry House, agree to take one day per month unpaid leave ("Furlough"). The date of the furlough is mutually agreed upon by the union member and his or her immediate supervisor
2. While furloughs are in effect, employees will be entitled to four (4) hours of Paid Time Off (PTO) monthly, mutually agreed between managers and union members. During furlough, managers will be encouraged, at their discretion, to allow workers occasionally to leave early ("Paid Time Off"). A reasonable amount of time would be approximately four (4) hours per month of informal work release for every furlough day.
3. With the approval of the direct supervisor, Huckleberry employees shall have the opportunity to use furlough days early. In the event that furloughs are discontinued by management and the employee has taken furlough days in advance, the employee is not entitled to reimbursement for previously taken furlough days; but if furlough days are taken in excess of the contract, the employee may choose to treat these days as unpaid leave, or use vacation days already accrued, or use future vacation days as they accrue.

SECTION 27. COMPLETE AGREEMENT & BENEFICIAL PRACTICE

This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agents or representatives 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.

SECTION 28. NOTICE OF CHANGES

The Employer agrees to notify the Union in writing at least 30 days prior to the effective date of any changes in the personnel policies. If requested, the Employer agrees to meet and confer prior to any changes being implemented.

SECTION 29. SEPERABILITY

In the event that any of the provisions of this agreement shall be held to be in violation of any Local, State or Federal law or regulation or Local, Federal or State court of last resort decisions, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall re-negotiate any section determined invalid within thirty (30) calendar days.

SECTION 30. LABOR-MANAGEMENT COMMITTEE

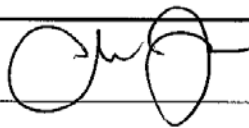
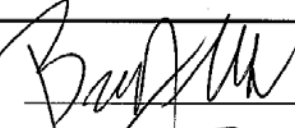
The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management Committee shall be established and shall be composed of two (2) – four (4) management representatives of the Employer and two (2) to four (4) employee representatives of the Bargaining Unit- all employees of the Employer. They shall meet monthly for one (1) hour (unless otherwise mutually agreed upon) on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including, but not limited to, health and safety, policies and procedures. The activities of the Committee are advisory and not subject to the Agreement's grievance procedure.

SECTION 31. TERM OF AGREEMENT

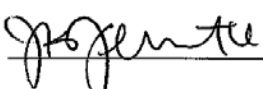
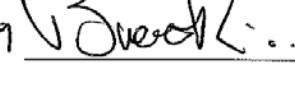
- A. The Employer and the Union agree that as long as this Agreement is in full force and effect, there shall be no lockout by the Employer and no strike by the Union. The parties recognize that the grievance procedure in this Agreement is the appropriate means for resolving disputes involving contractual interpretation.
- B. The Agreement shall be effective July 1, 2009 and shall remain in full force and effect until and through June 30, 2011 and shall extend year to year unless notice to amend or modify is served by either party upon the other at least ninety (90) calendar days prior to the expiration date of this Agreement.
- C. At the request of either party the Union and Management shall meet to discuss economic issues in 2010. At the request of either party negotiation may begin as early as April of 2010. Notice of intent to bargain must be given by July 1, 2010 should either party wish to bargain over economics in 2010.

For SEIU Local 1021



For Huckleberry

 12/17/09  12/19/09

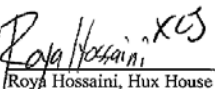
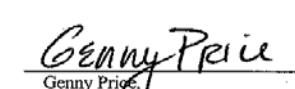
Andres Rios, CARC date Bruce Fisher, CEO date

 12-17-09  12/17/09

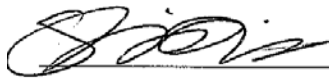
Katie Jennette, Therapist date Bruce Rice, CFO date

 12/17/09  12/17/09

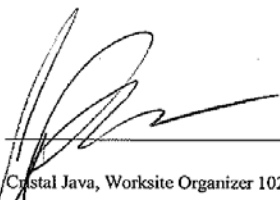
Monica Vargas, date Vicki Swartz, Development date

 12/17/09  12/17/09

Roy Hossaini, Hux House date Genny Price, date

 12/17/09 _____

Shelia Dominic, date HUX date

 12/17/09 _____

Crystal Java, Worksite Organizer 1021 date HUX date

APPENDIX A-Wages & Classifications

FOR MEMBERS HIRED PRIOR TO July 1, 2004 the following step schedule applies:

Residential Counselor I

\$\$.50 increase after successful completion of probation with
\$1.00 increase every 12 months up to the cap amount w/out any kind of Premium Pay

Note: If a Residential Counselor is hired without a BA and they obtain a BA in the course of working at HYP, they are entitled to a \$1.00/hr increase to their base pay (not to exceed the cap) effective the date of attainment.

Residential Counselor II

\$.50 increase after successful completion of probation with
\$1.00 increase every 12 months thereafter capping at \$18.54 w/out any kind of Premium Pay
The anniversary date shall not change when an RCI becomes an RCII.

Relief Res. Counselor

If RCI or RCII w/min 1yr exp becomes Relief, they will maintain current wage.

Clerical

\$.50 increase after successful completion of probation with
\$1.00 increase every 12 months thereafter capping at \$18.54/hr

Experience defined as Part-time or Full-time paid relevant experience. In some cases, volunteer, part-time & internship experience may be substituted per management's discretion.

****. Salary increases scheduled to be paid upon successful completion of probation will not be given when the employee's probation period is extended by management. The increase will begin only when that employee completes the extended period of Probation. Subsequent increases are one year from the date of completion of the extended period of Probation. For employees who have completed Probation successfully, wage increases resulting from completion of 12-month intervals will not be given if the employee is, at that time, on disciplinary Probation. The increase will begin on the date the employee is taken off disciplinary Probation.*

NOTE: All references to "college, BA or MA" represent education from accredited institutions only.

APPENDIX B-Wages & Classifications

FOR MEMBERS HIRED AFTER July 1, 2004 the following hiring wages apply.

Any employee who is capped before January 1, 2008, will receive a 2% increase on January 1, 2008 in addition to the 3% COLA.

COLA: Effective January 1, 2008, the agency will implement a one-time only 3% salary raise across-the board for all regular union employees excluding the following categories: 1) Therapists, who will get a \$3,500 raise instead, and 2) Relief RCs and PHEs whose salaries are otherwise adjusted in this agreement. This adjustment will also increase caps across the board by 3%.

Residential Counselor I Non-Exempt \$12.25/hour-\$15.00/hour
\$25,480-\$31,200 annualized

Minimum qualifications: A combination of three years of college and/or relevant work experience.

Higher range qualifications: A combination of four years of college and/or relevant work experience and at least one year of residential experience.

After 6 months: 3% increase on base pay after successful completion of probation
After 18 months: 4% increase on base pay
After 30 months: 5% increase on base pay
After 42 months: 6% increase on base pay,
After 54 months: 6% increase on base pay
After 66 months: 6% increase on base pay
After 78 months: 6% increase on base pay, then 6% increase every 12 months thereafter capping at \$16.97 w/out any kind of premium pay-\$35,298 annualized

If a Relief RC is hired into a regular benefited position, after 7/1/04, they are subject to the step cycle outlined for hires after 7/1/04. By way of clarification, if a Relief becomes a regular benefited employee, the date of change to a regular benefited status is the date used for the start of probationary period, step increases and health/time off benefit accruals.

Residential Counselor II Non-Exempt Internal Hires
Must have current 1yr exp as RCI or If Employee meets external exp requirements, salary will be based on External Hire wages. If they do not, employee's wage will be current wage + \$.1.00 per hour maintaining same anniversary date. The anniversary date shall not change when an RCI becomes an RCII.

External Hires-\$14.16/hour - \$15.19/hour \$29,453 annualized - \$31,595 annualized

Minimum qualifications: A combination of four years of college and/or relevant work experience and at least one year of residential experience.

Higher range qualifications: A combination of five years of college and/or relevant work experience and at least one year of residential experience.

After 6 months: 3% increase on base pay after successful completion of probation
After 18 months: 4% increase on base pay
After 30 months: 5% increase on base pay
After 42 months: 6% increase on base pay
After 54 months: 6 increase on base pay
After 66 months: 6% increase on base pay
After 78 months: 6% increase on base pay,
then 6% increase every 12 months thereafter capping at \$19.10 w/out any kind of premium pay

\$39,728 annualized

Relief Res. Counselor

Non-Exempt \$11.50/hour - \$12.50/hour Base Minimum qualifications:

A combination of two years of college and/or relevant experience.

Higher range qualifications: A combination of three or more years of college and/or relevant experience.

If RCI or RCII w/min 1yr exp becomes Relief, they will maintain current wage.

An increase of \$1.00/hour to base rate after completion of 240 hours of service.

An increase of \$0.50/hour to base rate after completion of 440 hours of service.

An increase of \$0.50/hour to base rate after completion of 640 hours of service.

CAP: \$14.50/hour Base

Peer Health Educator

Non-Exempt Hourly wage will be the level of San Francisco
Minimum Wage Ordinance.

After 6 months: 3% increase on base pay after successful completion of probation

After 18 months: 4% increase on base pay

After 30 months: 5% increase on base pay

After 42 months: 6% increase on base pay, w/out any kind of premium pay

Clerical

Non-Exempt \$12.88-\$14.16 hour Base
\$26,790-\$29,453 annualized

After 6 months: 3% increase on base pay after successful completion of probation

After 18 months: 4% increase on base pay

After 30 months: 5% increase on base pay

After 42 months: 6% increase on base pay

After 54 months: 6% increase on base pay

After 66 months: 6% increase on base pay

After 78 months: 6% increase on base pay, then 6% increase every 12 months thereafter capping
at \$18.54/hour w/out any kind of premium pay \$38,563 annualized

Senior Peer Health Educator

Non-Exempt \$11.55/hour Base

Minimum qualifications: High School Graduate

After 6 months: 3% increase on base pay after successful completion of probation

After 18 months: 4% increase on base pay

After 30 months: 5% increase on base pay

After 42 months: 6% increase on base pay

After 54 months: 6% increase on base pay

After 66 months: 6% increase on base pay

After 78 months: 6% increase on base pay, then 6% increase every 12 months thereafter capping
at \$14.06/hour w/out any kind of premium pay

Health Educator

Non-Exempt \$14.50 -\$17.00/hour Base
\$30,160-\$35,360 annualized minimum qualifications:

A combination of three years of college and/or relevant experience.

Higher range qualification: A combination of five years or more of college and relevant experience.

After 6 months: 3% increase on base pay after successful completion of probation
After 18 months: 4% increase on base pay
After 30 months: 5% increase on base pay
After 42 months: 6% increase on base pay
After 54 months: 6% increase on base pay
After 66 months: 6% increase on base pay
After 78 months: 6% increase on base pay, then 6% increase every 12 months thereafter capping at \$19.89/hour w/out any kind of premium pay -\$41,371 annualized

Senior Health Educator

Non-Exempt \$16.50-\$18.50 hour/Base
\$34,320-\$38,480 annualized

Minimum qualifications: A combination of six years of college and relevant experience.

Top of the range qualifications: A combination of eight years of college and relevant experience.

After 6 months: 3% increase on base pay after successful completion of probation
After 18 months: 4% increase on base pay
After 30 months: 5% increase on base pay
After 42 months: 6% increase on base pay
After 54 months: 6% increase on base pay
After 66 months: 6% increase on base pay
After 78 months: 6% increase on base pay, then 6% increase every 12 month thereafter capping at \$21.27/hour w/out any kind of premium pay. (\$44,242 annualized)

Case Manager

Non-Exempt \$14.62-\$16.85/hour Base \$30,410-\$35,048

Minimum qualifications: A combination of three years of college and/or relevant experience.

Top of the range qualifications: A combination of five or more years of college and relevant experience.

After 6 months: 3% increase on base pay after successful completion of probation
After 18 months: 4% increase on base pay
After 30 months: 5% increase on base pay
After 42 months: 6% increase on base pay
After 54 months: 6% increase on base pay
After 66 months: 6% increase on base pay
After 78 months: 6% increase on base pay, then 6% increase every 12 months thereafter capping at \$19.89/hour w/out any kind of premium pay. (\$41,371 annualized)

Senior Case Manager

Non- Exempt \$16.10-\$17.84/hour Base
\$33,488-\$37,107 annualized

Minimum qualifications: A combination of six years of college and relevant experience.

Top of the range qualifications: A combination of eight years of college and relevant experience.

After 6 months: 3% increase on base pay after successful completion of probation
After 18 months: 4% increase on base pay
After 30 months: 5% increase on base pay
After 42 months: 6% increase on base pay
After 54 months: 6% increase on base pay
After 66 months: 6% increase on base pay
After 78 months: 6% increase on base pay, then 6% increase every 12 months thereafter capping at \$21.27/hour without any kind of premium (\$44,242 annualized)

Psychotherapist

Exempt	\$42,000-\$46,000/annual DOE
After 6 months:	3% increase on base pay after successful completion of probation
After 18 months:	4% increase on base pay
After 30 months:	5% increase on base pay
After 42 months:	6% increase on base pay
After 54 months:	6% increase on base pay
After 66 months:	6% increase on base pay
After 78 months:	6% increase on base pay, then 6% increase every 12 months thereafter capping at \$53,785 w/out any kind of premium pay

Effective January 1, 2008, the \$0.48/hour premium for licensure (MFT and MSW) is eliminated. Psychotherapists (MSWs and MFTs who have worked at HYP for one year or more prior to January 1, 2008, and earn licensure while working for HYP will receive a one-time increase of \$2,500.00 to their base annual salary (effective January 1, 2008).

Licensed Clinician (MFT, LCSW, or Licensed PhD Psychologist

Exempt	\$43,000 w/license and no post license exp \$44,500 w/license and 1 yr post license exp \$46,000 w/license and 2 yr post license exp \$47,500 w/license and 3+ yrs post license exp
After 6 months:	3% increase on base pay after successful completion of probation
After 18 months:	3% increase on base pay
After 30 months:	4% increase on base pay
After 42 months:	5% increase on base pay, then 5% increase every 12 months thereafter capping at \$51,200 w/out any kind of premium pay

Previous Experience Guidelines for determining salary scales for Psychotherapists

Effective Date: 7/1/05

Note:

- The Clinical Director may exercise discretion in determining salary level within the above range. However, salary range will be commensurate with number of years of experience and remain within the appropriate salary range outlined above.
- Relevance to direct clinical practice will be used as the guide in assessing previous experience.
- The Clinical Director and the employee will jointly identify relevant experience that can be verified by the previous employer.

Definition of Relevant Experience:

Experience shall be defined as paid relevant experience or post-masters degree internship experience.

Relevant Experience may include but is not limited to direct client contact utilizing the following modalities:

- Individual and/or family psychotherapy utilizing DSM IV-TR diagnostic based treatment plans and clinical interventions.
- Group psychotherapy
- Clinical interdisciplinary case management services with a focus on addressing impairment in functioning.
- Relevant, supervised, post-graduate clinical internships.

Pre-masters degree experience will be defined as stated above and receive half credit.

☞ Full time (2080 hours for one year) as well as part-time experience will be considered (two years of part-time experience will count as 1 year).

☞ 30-35 hour per week positions will be considered full-time position

Bi-Lingual Premium - Employee's shall be paid a premium on their hourly wage of \$0.50 per hour for Bi-Lingual skills based on the following:

1. The employee's non-English language could be used in the course of employment.
2. A premium will be paid for the following languages: Spanish, Cantonese, Mandarin, Tagalog, Russian, Vietnamese, and American Sign.
3. The employee is proficient in the non-English language (Management will perform a proficiency test to determine proficiency). The employee must be able to use the language proficiently based on their job classification, e.g. a therapist must be able to conduct therapy in the language competently.
4. Bi-lingual premiums will be paid if at least 5% of the client population in that particular program speaks that particular language. The agency will not pay multiple bi-lingual premiums for fluency in more than one language qualifying for the bi-lingual premium.

Lead Premiums

At the Employer's sole discretion, Employees will be paid Lead Premium pay on their hourly wage between \$0.50 to \$4.00 per hour based upon the following:

1. The employee is assigned significant additional responsibility over his/her regular tasks.
2. The Employer will provide the employee with a job description when making such assignment.
3. A Lead position will be posted pursuant to the provisions of the Agreement.
4. The Lead Premium may attach only to the hours worked performing Lead Activities, at the Employer's sole discretion.

Hospitalization Costs – For the second admission in the calendar (contract) year, per family, the agency will reimburse the employee \$500.00. Maximum reimbursement per calendar (contract) year will be \$500.00. This reimbursement will be made whether the second hospitalization is for one day or more than one day. The employee will be required to produce evidence of the second hospital admission and documentation of payment.

APPENDIX C-Fees

FEES PAID FOR BY HUCKLEBERRY YOUTH PROGRAMS

MARRIAGE & FAMILY THERAPISTS

\$250.00	LCSW, MFT part 1, written exam study guide
\$250.00	LCSW, MFT part 1, written exam workshop
\$250.00	LCSW, MFT clinical vignette exam study materials
\$250.00	LCSW, MFT clinical vignette exam workshop
\$250.00	LCSW, MFT mandated license renewal courses
\$200.00	LCSW, MFT Continuing Education renewal expenses (renewal period is two years.)

**THE FOLLOWING ARE FEES, BASED ON
MANAGEMENT'S DISCRETION,
MAY BE REIMBURSED**

\$42.00	Dept of Justice Fingerprint Check
\$24.00	FBI Fingerprint Check
\$650.00	Pre-licensure courses for examination eligibility