

Labor Agreement Between
La Familia Counseling Services

And

Service Employees
International Union, Local 1021



January 1, 2018 – December 31, 2020

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PREAMBLE

The term of this agreement will be effective from Jan. 1, 2018 to Dec. 31, 2020 by and between La Familia Counseling Service (hereinafter call the "Employer") and Service Employees International Union, Local 1021 (hereinafter called the "Union"). The agreement shall be reopened for negotiations for pay or health benefits only every year on October 2018, October 2019 and October 2020.

ARTICLE 1 BASIC PRINCIPLES

It is the purpose of this Agreement to promote and provide for harmonious relations, cooperation and understanding between the Employer and the employees covered by this Agreement, and to set forth the full and entire Agreement of the parties reached as the result of good faith negotiations regarding wages, hours, working conditions, and other terms and conditions of employment of the employees covered by this Agreement.

1. Notify the Employer immediately following any injury on the job by contacting a supervisor or the Human Resources Department and subsequently following up with the Human Resources Department to complete the required paper work;
2. Not accept gifts, money, and/or gratuities valued at more than \$20.00 from person(s) or firm(s) receiving or providing benefits or services from or to the Employer;
3. Not serve on Boards of vendors, or be employed by vendors, or be under contract with vendors, and inform the Executive Director of any potential or suspected conflict of interest;
4. Except in emergencies, notify his/her supervisor no later than the start of the business day when the employee will be absent from work or late arriving to work, indicating the cause for and probable length;
5. Comply with all established policies or the employer including, but not limited to, policies regarding confidentiality of client files, Board of Control rules regarding travel claims, and similar policies;
6. Perform his/her work at the highest level of skill and competence of which the employee is capable;
7. Perform his/her assigned duties, and not attend to personal business during the hours or service established in this Agreement (lunch and rest periods excluded);
8. Refrain from using the Employer's equipment for personal business, including but not limited to, telephone, photocopiers, telecopies, and computer equipment except in emergency situations, in which case the employee will reimburse the Employer for the cost of the telephone calls or photocopies; and
9. Maintain an appropriate client/provider relationship with those who receive the services of the Employer.

ARTICLE 2 RECOGNITION

2.1 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining representative in the unit certified by the NLRB in Case No. 32-RC-5530, to include all full-time and regular part time clinical employees of La Familia Counseling Services, Inc., Medical Doctors and all full-time and regular part-time employees of La Familia Counseling Services; Neighborhood Resource Center; Developmental Disabilities; Youth Employment Services; Adult Employment Services, Re-Entry Programs, Cultura y Bienestar, Outpatient Adult and Children Services; Recovery and Wellness, In-Home Outreach Team, Multi-Disciplinary Re-Entry Team, excluding Executive Director, Chief Financial Officer, All Program Directors, Supervisors Lead Clinicians, Lead Case Managers, HR and Payroll Specialist, Finance Manager, Operations and Quality Improvement Specialists. In the event that additional facilities and/or departments are open or become part of La Familia Counseling Services, all regular full-time and regular part-time employees shall be incorporated in the contract.

2.2 Employee Defined

The term "employee" shall be defined as a person employed by the Employer in the bargaining unit described in Section 1.1 above as regular full-time or regular part-time but shall not include short-term employees.

2.3 Regular Full-Time Defined

The term "regular full-time employee" shall be defined as an hourly or salaried employee regularly scheduled to work forty (40.0) hours or more per week and has successfully completed his/her probationary period.

2.4 Regular Part-Time Defined

The term "regular part-time employee" shall be defined as an hourly or salaried employee regularly scheduled to work twenty (20) or more but less than forty (40) hours per week. Part-time employees regularly scheduled less than twenty (20) hours per week shall not be eligible for agency fringe benefits such as vacation, paid leave, holidays, sick leave, and the health/dental program. Part-time employees scheduled to work twenty (20) or more hours but less than forty (40) Hours per week will receive proportionate benefits based upon the established workweek for the position.

2.5 Short-Term Employees

Short term (temporary or casual) employees are defined as employees who are hired for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Short-term employees shall not be extended beyond one hundred eighty (180) days. Extensions beyond this period of time shall be discussed with the Union prior to extending the time period. These Short-term employees are not eligible for employee benefits except those mandated by applicable law.

Regular part-time employees accepting full-time temporary work would remain in the bargaining unit and continue accumulating seniority and appropriate benefits when in the temporary positions. Temporary employees filling in for regular staff on personal or medical leave will not accumulate hours that apply toward seniority.

2.6 New Classifications

This Agreement shall also apply to any other classifications which may be established by the Employer within the general scope of duties now included within the bargaining unit described above. The Employer agrees that no classification shall be changed or new classification created to defeat the spirit of this Agreement.

2.7 Introductory Period

During the introductory period the employee covered by this Agreement is one who works in a regular full-time or regular part-time position and is serving the introductory period of 180 days. A newly hired introductory employee does not have regular status and shall not be entitled to the benefits listed below until regular status is achieved:

2.7.1 Floating holidays;

- a. Personal business leave;
- b. Vacation leave in excess of three (3) accrued days.

These restrictions shall not apply to an employee who is rehired within twelve (12) months of his/her last day of employment with the Employer to the classification he/she previously held. No Employee shall be guaranteed any specific number of hours per week.

ARTICLE 3 MANAGEMENT RIGHTS

The direction of the La Familia Counseling Service employees, including, but not limited to the establishment of working conditions, the right to direct the work force, to select and determine the number and types of employees required, to hire, transfer, promote, suspend, discipline and discharge employees, consistent with job descriptions to assign work in accordance with the requirements determined by management, to establish and change work schedules and assignments, to lay off employees for lack of work, to expand or diminish services, to subcontract on a temporary basis, hard to fill positions or transfer any work or operation, to determine and change work locations and the processes and materials to be employed, is the exclusive function of management, to the extent that any such matters are not otherwise covered or provided for in this Agreement; or the National Labor Relations Act The Union will receive written notice of any changes and upon request, the parties shall meet to discuss modifications and/or to negotiate over their impact on terms and conditions of employment.

ARTICLE 4 AUTHORIZED AGENTS

For the purposes of administering the terms and provisions of this agreement:

The Employer's principal authorized agent shall be La Familia's Executive Director or his/her duly authorized representative (Address: La Familia Counseling Service, 24301 Southland Dr. Suite 300, Hayward, California, 94545 Telephone: 510-300-3500), except where a particular Employer representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

The Union's principal authorized agent shall be the Union's Worksite Organizer or his/her duly authorized representative (Address: SEIU Local 1021; Post Office Box 2077; Oakland, California 94604-2077; Telephone: 510 350-4527), except where a particular Union representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

ARTICLE 5 NON-DISCRIMINATION

The Agency is committed to providing a work environment free from harassment and all forms of illegal discrimination. Agency policy prohibits discrimination and harassment based on an employee, applicant or contractor's race, color, creed, sex (including pregnancy, childbirth, and related medical conditions), gender (including gender identity), sexual orientation, gender identification, religion, marital status, age (over 40), national origin or ancestry, physical or intellectual disability, medical condition (cancer or genetic characteristics), height, weight, residence, individuals with children, political affiliation, union membership or activity, or any other consideration made unlawful by federal, state, or local laws. Harassment against an applicant, employee or contractor who is perceived to have any of the above referenced traits, or is associated with a person who has or is perceived as having any of the aforementioned traits, is also prohibited.

The Employer and the Union agree that no employee should be subject to discrimination: or sexual, physical, or other harassment in the workplace and agree to undertake an effective, thorough, and objective investigation of a discrimination or harassment complaint. All employees are required to cooperate with such investigation.

The employer agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. The Union agrees not to discriminate against any employee because of lack of Union membership or lack of activities on behalf of the Union.

Both La Familia and the Union will treat Employees and Management with Dignity and Respect and that both the Union and the Employer agree that we believe that we will work to guarantee the right to work in a harmonious work in environment.

ARTICLE 6 UNION BUSINESS

6.1 Union Stewards

The union will have the right to appoint Shop Stewards and alternates at each Facility (site) and will inform management in writing of any changes as soon as possible, but in no event later than ten (10) working days from the time of the changes. There shall be one (1) shop steward for every fifteen (15) bargaining unit employees, or at least one shop steward from each department or site. The Employer agrees that there will be no discrimination against authorized stewards because of their union activity. During working hours steward shall be allowed reasonable work time necessary to process grievances and such request shall not be unreasonably denied. The Employer agrees that reasonable work time will be allowed for such purposes. The Union shall notify the Employer promptly of the names of the currently designated Union Steward(s)/alternate(s) and any changes thereof

The Employer also agrees to recognize that the Union will have one (1) Chief Steward whose responsibility is to meet with management at all the above steps along with the frontline Stewards and the Grievant. The Chief Steward will be elected by the Shop Stewards. The Chief Steward shall be the Steward for the department he/she is assigned to. There shall be an alternate Steward in case the Chief Steward is unavailable in his/her department.

6.2 Visitations Rights

Duly authorized representative of the Union shall be permitted access to non-confidential/non - sensitive Employer facilities at reasonable times for the purpose of conferring with management or observing conditions with reference to any dispute, grievance or other such matter involving the relations between the parties. The Employer shall be given reasonable notification prior to such visits. Representatives shall sign in as any other visitor to the building(s). The Worksite Organizer will notify the designated management representative in charge when entering the facility. In the event it is necessary to confer with management personnel, the Union representative shall make an appointment in advance. The representative, when discussing a grievance with a grievant shall be allowed to do so in private in a non-work area.

6.3 Staff Meetings

At any facility, a Union Steward may meet with Union members before or after regularly scheduled staff meetings for the purpose of making Union announcements. The Employer agrees that management representatives will allow the Union members attending to discuss Union matters privately.

6.4 New Employees

The Employer agrees to provide to the Union Representative and the Chief Steward a list within one week of orientation taking place with names, classification, and department and working locations of union members attending such employee orientation. During the orientation of new bargaining unit employees, the Steward/Worksite Organizer will be given the opportunity to inform the new employees about the Union Contract. Such introductory remarks will be limited to no more than fifteen (15) minutes of the orientation period.

6.5 Bulletin Boards

The Employer shall provide space for a bulletin board for the purpose of posting union notices in each facility where it will be seen by all bargaining unit employees.

6.6 Union Leave

The Union Stewards shall be allowed necessary time off without pay to carry out the business of the Union. Time off to carry out the business of the Union shall not be in excess of ten (10) cumulative working days in the calendar year combined for the stewards. Requests for time off for this purpose shall be made by the Local, President or his/her designee, in writing to the La Familia Executive Director or designee at least two (2) weeks/fourteen (14) days in advance of the days requested.

ARTICLE 7 UNION MEMBERSHIP

7.1 Union Notification

The Employer shall provide the Union with the name and job title of Employees hired or terminated within thirty (30) business days of said action. The Employer shall allow the Union to supply a new member packet to be distributed to newly hired Employees in classifications represented by the Union. The Employer will provide the Union with copies of signed dues deductions and/or COPE deduction cards.

7.2 Payroll Deduction

The Employer agrees to deduct dues, voluntary contributions and fair share fees in accordance with the Constitution and Bylaws of the Union from the pay of Employees who are represented by the Union. The Employer will deduct said dues, fees, and contributions from the paychecks of each employee; one half, 50% from the first check of each month and one half, 50%, from the second paycheck each month.. All deductions shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the month in which the deduction is made along with a list of the member Employees in the bargaining unit and the amount deducted from each.

7.3 Agency Fee

The Employer and the Union agree that as a condition of employment, all members of the bargaining unit as described in this agreement, who are not members of good standing, shall either pay to the Union an agency fee representation assessment as determined by the Union

as per applicable law donated should the employee so desire. The amount of agency fee representation assessment shall not exceed the amount of dues, paid by members of the Union.

Any employee who has a bona fide conscientious objection to joining or financially supporting labor organizations shall not be required to join or financially support this Union as a condition for employment. Such employee is required to pay sums equal to the regular Union dues as a charitable donation to any of the three nonprofit organizations based in southern Alameda County listed below that are exempt from taxation under Sec. 501©3 of the Internal Revenue Code. *(Three organizations to be determined.)*

7.4 Indemnification

The Union shall indemnify and hold harmless the Employer, its officers and employees from any and all claims, demands, suits, or any other action arising from the Agency Fee provisions herein. In no event shall the Employer be required to pay from its own funds Union dues, service fees, voluntary or charitable contributions which the Employee was obligated to pay, but failed to pay, regardless of the reasons.

ARTICLE 8 PERSONNEL RECORDS

Appropriate records, forms, reports and other materials relating to an individual's employment or job performance shall be maintained by the Employer in a single personnel file in the Administrative Office and shall be available at reasonable times for review by the employee, either with or without a Union Representative present, at the option of the employee. The employee shall have the right to a copy of any signed material contained in the personnel file at the agency's cost, through a written request to the Human Resources Director. Such right to copies at the agency's expense shall be exercised reasonably. The employee shall have the right to have his or her written response to any document contained in the personnel file attached to the said document and such shall be considered a permanent part of the personnel file. Upon termination of employment, the Employer agrees to release only the length of the employees' service, job title and a general description of the job duties, unless the employee requests or waives the release of additional information through a written request to Human Resources Department.

ARTICLE 9 HOURS OF WORK

9.1 Normal Workday and Workweek

The normal work day shall be seven and one half (7.5) hours per day; and the normal work week shall be thirty seven and one half (37.5) hours per week, Monday through Sunday; unless agreed to by the employee and Employer (The Employer may request flexible scheduling based on program needs, but must give fifteen (15) days' notice before doing so to the affected Employees. The Employer or employee can in cases of emergencies request an Employee to fill an evening shift as long as the Employee is given at least Four (4) hours advance notice prior to the shift. In the case that any permanent or long-term change

in hours is made, the employer will give reasonable notice to the Union and on the Union's request, meet and confer over the change.

9.2 Employees with Exempt Status

Employees covered by this subsection have professional status and all work assignments are of a professional nature. Because successful performance is not directly related to time input, each assignment requires variable amounts of time, depending on the personal professional approach of the employee and the particular circumstances of each case. Accordingly, such employees shall be accountable for results rather than time worked.

Workload assignments will be made on the basis of an assumed thirty seven and one half (37.5) hour week (part time employees shall have work assigned on a pro-rated basis); however, employees may or may not be required to be present or in work status on a regular seven and one half (7.5) hour day, five- (5) day week basis but may adjust time and location of work to suit workload needs, subject to managerial approval. No penalty shall be suffered by an employee who works less than thirty seven and one half (37.5) hours in a given week or seven and one half (7.5) hours in a given day, nor shall any overtime be paid or credited for overtime work. Notwithstanding the foregoing it is not the intent of this section to authorize the combining of professional time with vacation to extend vacation time periods for employees.

Notwithstanding the foregoing, employees may be required to be present for given time periods in given locations for the convenience of the public, for training, or for other departmental purposes related to public service. Start and quit times shall be determined by client/program needs.

9.3 Work Breaks and Meal Periods [Non-Exempt]

Employees shall be entitled to; two (2) fifteen (15) minute rest periods shall during a normal day's work. Employees shall be provided with at least a thirty (30) minute meal period during a Normal day's work. The meal period shall normally be unpaid. Employees shall not be required to remain on the Employer's premises during their breaks.

9.4 Overtime

The Employer shall pay time and one-half for all work performed by employees (in nonexempt positions) in excess of the eight (8) hours per day or forty (40) hours per week. In the event that scheduled overtime work becomes necessary, it shall be scheduled in accordance with operational need. Except in an emergency, all overtime must have the prior approval of the primary supervisor or the primary supervisor's supervisor.

ARTICLE 10 SENIORITY

10.1 Seniority Defined

Seniority is defined as continuous employment (in a Bargaining Unit position) with La Familia regardless of job classification or department. In cases of Departmental or Classification transfer by an individual Employee that Employee will be placed the bottom of the Seniority list for that department or classification in terms of bidding for vacation, schedule or lay-off. If an Employee is transferred by La Familia due to business needs then that Employee will retain all their rights of Seniority. The length of service shall be broken if such employees:

- a. Retire, resign, or are terminated;
- b. Are laid off and not recalled for a period of one year;
- c. Fail to respond within one (1) week to a request to return from layoff, and fail to return to work at the end of one (1) additional weeks' time; and
- d. Are absent three (3) days or more, where prior notice was not provided to the Employer. Employee is required to provide medical certification upon four (4) consecutive days of being out: no notification is voluntary abandonment.

The following time will not be counted when calculating length of service:

- a. Unpaid medical leaves of absence exceeding three (3) months; and
All other unpaid leaves of absence exceeding thirty (30) calendar days.

10.2 Bargaining Unit Lists

Seniority lists shall be kept by the HR Department and shall be available for review to any employee upon reasonable request. The Employer will provide the Union Representative and the Chief Steward with an updated seniority list every three (3) months. The list shall include the name, email address, classification, and date of hire for all members (and fee payers) of the Union. The Employer shall upon reasonable request provide the Union with a list of new hires, terminated employees and the employees on leave of absence (along with the monthly dues report).

10.3 Introductory Period

A new employee hired in a regular full-time or regular part-time capacity shall be on introductory with the Employer during the first one hundred eighty (180) days of employment. Upon completion of the introductory period, the seniority of employees shall be computed from date of hire. An introductory employee may be terminated at will during the introductory period without recourse to the grievances procedure.

During the introductory period, employees shall be evaluated at ninety (90) days and five (5) months using factors clearly related to the job, such as general suitability for the position based upon work-related behaviors and characteristics and performance level. Employees will be informed at time of hire about the evaluation criteria in order to facilitate job performance.

10.4 Introductory on Transfer

There shall be a 90 (ninety)-day introductory period for employees who transfer from one Bargaining Unit position to another. Employees who fail this introductory shall be considered laid off and shall have the right to return to a vacant position under the "lay off" provisions of this agreement. All conditions for the introductory period apply.

10.5 Layoff, Recall, and Bumping

10.5.1 Layoff

In the event the Employer finds it necessary to lay off employees, it shall notify the Union and the employee at least two (2) weeks (or provide pay in lieu of notice) in advance of its intentions, unless the Employer can establish that it could not reasonably provide such notice. Layoffs in any classification shall be carried out in inverse order of La Familia seniority with the least senior employee in each case in the classification in which the layoff occurs being the first laid off.

10.5.2 Recall

Employees who have been laid off are eligible for recall to the same classification for a period of one year from the date of layoff. Recalls from layoff shall be in reverse order of seniority. Employees recalled from layoff will be credited with all previously accrued sick leave at time of reinstatement.

10.5.3 Bumping

The employee scheduled for layoff may elect to either accept layoff or exercise the right to bump to the least senior position in a former classification and the specific program/department in which the employee has previously worked. The right to bump does not cross over to classifications that the employee facing a layoff has never worked, nor does it apply to vacant positions outside the former classifications worked by the employee facing a layoff. If a vacant position is open in which the employee facing layoff has not previously worked, Article 10.6 Posting and filling Vacancies will be invoked.

For purposes of this Article, the least senior position is defined as:

1. A vacant position which the Employer intends to fill within a classification that the layoff employee has previously worked; or
2. The position occupied by the least senior employee in a previous classification as defined above.

The Layoff/Bump employee will remain at the Steps Corresponding to the years of service within the agency. The employee will receive the salary corresponding to current position at the new classification/department.

Within seven (7) calendar days of receipt of notification of layoff, the employee scheduled for layoff shall notify the Employer of his/her decision to either accept layoff or bump into the least senior position at the work location or Agency in a former classification. An employee seeking to bump into another position must meet all requirements.

10.6 POSTING and FILLING VACANCIES:

All open positions covered by this agreement shall be posted in the Employee break room (bulletin board) for at least seven (7) Calendar days as well as being sent to all work email addresses before being filled and will be emailed to the Union. All Employees who feel they are qualified are encouraged to apply to the Director or designee in writing before the position is filled. Substitute position may be filled immediately upon posting with either an internal or external applicant. All internal applicants for a vacant position shall be interviewed.

For permanent positions all internal applicants must be disqualified before an external applicant is hired. In the event two (2) or more internal applicants are equally qualified the most senior applicant will be selected. Upon request management will meet with an internal applicant along with a Union Representative who is not qualified and explain what is needed to qualify in the future. This meeting will be held at management's discretion. Because La Familia wishes to promote an atmosphere of opportunity they will make reasonable accommodations to hold this meeting.

10.7 Temporary Job Vacancies

Temporary job vacancies are defined as follows:

10.7.1 "Back Fill Vacancy"

Vacancy behind a regular employee who is on an approved leave of absence. Such assignments may last as long as the regular employee is on leave.

10.7.2 All Other Temporary Vacancies

All other Temporary Vacancies shall be defined by Article 2.5.

ARTICLE 11 DISCIPLINE

Managers may utilize the following progressive discipline steps when it is determined that unacceptable performance or conduct is alleged to have occurred. These steps are not required in situations including, but not limited to: gross insubordination, sexual harassment, use of slurs or racial/ethnic epithets, theft, embezzlement, discriminatory conduct, workplace violence, and child abuse or endangerment.

11.1 Step 1. Verbal Counseling

The manager meets with the employee to discuss the observed behavior and goals for immediate improvement. A record of the verbal counseling will be forwarded to the Human Relations Director for inclusion in the personnel file. A copy will be provided to the employee.

11.2 Step 2. Written Warning

If after the verbal counseling session the alleged behavior does not improve, further action will be taken. The manager will document the continuing performance problem and meet with the employee. During the meeting the following areas may be addressed as appropriate:

- a. State the acceptable performance/behavior expectations;
- b. Provide specific examples of performance deficiencies;
- c. State specific time frame for improvement;
- d. State that disciplinary action up to and including termination may be taken if there is no improvement; and Inform the employee that the continuing deficiency/behavior will be documented.

11.3 Step 3. Final Written Warning

If after the expiration of the time for improvement the unacceptable performance/behavior continues, the manager, in concert with the Director of Human Relations or their designee, will issue a final written warning. The written warning will contain the same areas of content as set forth in Step 2. The employee will be disciplined up to and including termination upon any continuance of the performance problem.

11.4 Step 4. Suspension, Termination and/or Demotion

All disciplinary notices, except oral warnings, shall be given to the employee in question in writing. The employee shall receive a copy of the record of oral warnings. The employee shall be provided with space to indicate receipt of the document but not necessarily agreement with its content. All records of such disciplinary nature will be maintained in the employee's personnel file. If the employee has not had further disciplinary problems for a period of two (2) years from the date of disciplinary action in question, it will not be considered as rounds for further discipline.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE

The Agency fully recognizes the importance of a grievance procedure since in any organization condition arise that may create employee dissatisfaction. Any employee utilizing the grievance procedure is guaranteed freedom from retaliation.

12.1 Definition

A grievance within the meaning of this provision is hereby defined to be any controversy, complaint, or dispute as to the meaning and/or application of this Agreement or any disciplinary matter which results in a loss of pay, suspension, demotion or termination.

12.2 General Procedures

A grievance may be submitted by an employee, or by the Union on behalf of any employee(s). Employees shall have the right to Union representation at all steps of the grievance procedure. Both parties may extend time limits upon mutual agreement. If the Agency fails at any step to comply with the grievance time limits, the grievance shall proceed to the next step automatically.

If the Union and/or employee fail to comply with the grievance time limits, the grievance shall be settled upon the basis of the Agency's last response.

The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement upon which the grievance is based, the proposed remedy to the grievance and the signature of the affected employee or the Union.

12.2.1 Step One — First Level Manager

An employee or the Union must address a potential grievance with the first level manager within twenty-one (21) calendar days after the occurrence or when they first had knowledge, or should have reasonably had knowledge, of the event which is the cause of the grievance. For purposed of this Agreement, the first level manager shall be the employees reporting manager. At that time the manager shall acknowledge the concern with an email or memo to the HR Director with a copy to the employee. Within fourteen (14) days of notification of the grievance, the first level manager shall meet with the Union and employee in an attempt to resolve the grievance and give a written response to the Union. The response shall indicate the next level of management for appeal purposes.

12.2.2 Step Two — Director of Human Relations

If the grievance is not satisfactorily settled in Step 1, the employee and/or the Union may file a written appeal an submit it to the Director of Human Relations or his/her designee within fourteen (14) calendar days of receipt of the first level manager's written response. The Human Relations Director or designee shall meet with the Union and employee in an attempt to resolve the grievance and give a written response to the Union within fourteen (14) calendar days of such submission. Management and Union shall contact each other to schedule the meeting within three (3) working days of the receiving the written appeal of the Step I determination.

12.2.3 Step Three —Executive Director

If the grievance is not satisfactorily settled at step 2, it may be presented in writing to the Executive Director by the Union or Employee within fourteen (14) calendar days after receiving management's /step 2 written response. The Executive Director or designee and Union shall contact each other to schedule a meeting within three (3) working days of the

receiving the written appeal of the Step 2 determination. The Executive Director or designee shall meet with the Union and employee in an attempt to resolve the grievance and give a written response to the Union within thirty (30) calendar days of such submission.

12.2.4 Step Four — Mediation (Optional Step)

After completion of the final step (step 3) of the grievance procedure and by mutual agreement, either the Agency or the Union may request the assistance of a mediator from the Federal Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the

Grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.

The parties agree that no stenographic record of the session will be made and there will be no pre-or post-hearing brief filed.

The mediator's role shall not have the authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by the Agency, the Union, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

The mediator may provide the parties with a private, informal, nonbinding assessment of the procedural and substantive merits of the dispute, and how an arbitrator would likely decide the grievance.

All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this disagreement of other similar dispute.

All expenses of mediation, excluding costs of representation and professional witnesses, shall be shared and divided equally among both parties

12.2.5 Step Five — Binding Arbitration

Matters which are subject to arbitration are limited to grievances regarding the meaning and/or application of this Agreement or grievances regarding disciplinary terminations. If a grievance regarding the interpretation or application of this agreement remains unresolved, within fourteen (14) calendar days of the Union's receipt of the Employer's final response, the Union may refer the grievance to arbitration by notifying the Executive Director in writing. The Union's attorney will subsequently make a written request to the Federal Mediation and Conciliation Services (FMCS) for a list of five arbitrators, copying the request to the Executive Director. Within seven (7) calendar days of receipt of this list of arbitrators from FMCS, the parties shall meet and shall alternately strike names until one arbitrator remains. The party with the first opportunity to strike shall be determined by coin toss or other random method. 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 professional witnesses, shall be paid equally by both parties. The decision of the arbitrator shall be final and binding upon the parties.

12.2.6 Expedited Arbitration (Optional by mutual agreement)

By written agreement of the Agency's Executive Director 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 to stipulate to facts before the hearing; 2) no attorneys will be used; 3) there shall be no stenographic record of the proceedings; 4) only oral closing arguments will be used, no briefs; and 5) only an oral bench decision shall be required.

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 will be determined in favor of the other party. The Grievance Procedure and Arbitration provided for herein shall constitute the sole and exclusive method for determining settlement between the parties of any and all grievances herein defined.

ARTICLE 13 JOB DESCRIPTIONS

The Employer shall maintain job descriptions which set forth as accurately as possible the responsibilities and activities to be performed by employees during the normal course of their work. Any additional duties and responsibilities not explicitly specified in the job description shall be reasonably related to the job description. At the time an employee begins work or is assigned to a new position, s/he shall be provided with a job description outlining the duties and assignments of that position as an aid to understanding the requirement of the new job.

ARTICLE 14 EVALUATIONS

A new employee shall be evaluated by the immediate supervisor after ninety (90) days of employment and again not later than the Fifth (5th) month prior to the expiration of one hundred eighty (180) calendar days of employment.

An ongoing employee shall be evaluated by the immediate supervisor annually; the evaluation may include a review of the employee's attendance record.

ARTICLE 15 OPENINGS, PROMOTIONS, AND TRANSFERS

15.1 Openings

All openings will be concurrently posted externally and internally for a period of at least 7 working days before the closing date. Vacancy announcements shall be posted on all Employer bulletin Boards and emailed or faxed to the Union Steward(s) at the time the opening is posted.

15.2 Promotion

Promotion is defined as assumption of a higher level position in a different classification paying a higher salary. Employees shall have the right to refuse an offer of promotion. Promoted employees shall serve a probationary period of ninety (90) days upon assuming

the duties of the new position. The decision of the Employer to remove an employee from the new position during this probationary period is not subject to the grievance procedure.

15.3 Transfer

Transfer is defined as assumption of a different position requiring similar skills and paying the same salary. Involuntarily transferred employees shall not be required to serve a probationary period in the new position. Probationary employees who seek and are awarded a voluntary transfer shall be required to undergo a new probationary period of 90 calendar days.

Employees who have completed probation and who are involuntarily transferred as a result of a lay-off or reduction in force, or any other reason to a new position in the same classification shall not be required to serve a new probationary period.

ARTICLE 16 NO STRIKE/NO LOCKOUT

During the term of this Agreement, there shall be no work stoppage of any sort including strikes, slowdown, refusal or failure to perform work, or other concerted disruption of the Employer's operations by the Union, its officers, agents, or members. The Employer shall not lock out any of the employees covered by this Agreement during the term. In the event of any "wildcat" activity by the employees the Union shall make every effort to affect employees' immediate return to work.

The Employer may discipline or discharge any employee who engages in activities against the Employer that are prohibited by this Article, and such disciplinary action shall be subject to the Grievance Procedure.

ARTICLE 17 SEPARATION/REHIRING

In the case of an employee who is rehired to the same position within twelve (12) months of their resignation in good standing from the agency he/she shall be placed on the same step of the pay scale and vacation accrual rate as when they resigned.

ARTICLE 18 HEALTH AND SAFETY

The Employer shall protect the health and safety of all employees in full accordance with the laws of the State of California. If any employee or the Union becomes aware of any health or safety problem they shall report it to their supervisor immediately. La Familia shall take all reasonable steps to report and respond appropriately. For recurring situations such as insect infestations or loss of basic services the Employer shall develop policy statements which outline appropriate responses per La Familia's Safety and Maintenance Policy. Any continuing concern shall be referred to OSHA and not be subject to the grievance process. A

Health and Safety Committee will be convened. Management and the Union will review the recommendations of the safety committee to see whether and how Article 18 should be amended to reflect the recommendations.

ARTICLE 19

JOINT LABOR/MANAGEMENT COMMITTEE

During the term of this agreement the parties agree to meet to discuss matters affecting Employees. The parties shall mutually agree on frequency and times of meetings. The meeting shall be held at the request of either party; however they shall happen no more than once per month. The Labor/Management Committee shall discuss matters other than formal grievances and shall have no authority to amend or delete any specific provision of this Agreement.

ARTICLE 20

WAGES

Wage rates for bargaining unit personnel are set forth in Appendix A. Bilingual differential of \$1,200 is added to base salary upon hire and included in the total annual salary in the offer letter for positions that require interaction with monolingual Spanish speakers. The bilingual requirement is set forth in the job posting for the position based on program necessity and contractual deliverables. Once the bilingual differential pay is factored into the base salary, it becomes part of the base salary throughout the period the staff member remains employed by La Familia. (Exhibit 1, Amendment attached)

ARTICLE 21

SALARY ADMINISTRATION

Staff payroll checks and direct deposit receipts will be available on the 15th day and the last day of the month. If the 15th or last day of the month falls on a Saturday, Sunday or holiday, the checks and direct deposit receipts will be available on the preceding Friday or the day preceding the holiday.

ARTICLE 22

HEALTH, DENTAL AND VISION

SEE APPENDIX B.

ARTICLE 23

USE OF PRIVATE AUTOMOBILE

Employees who are authorized to use their personal vehicles for work may apply for reimbursement. Reimbursement shall be for mileage driven, bridge tolls and parking incurred while performing assigned duties. The mileage reimbursement shall be the rate established by the Internal Revenue Service. Request for reimbursement shall be submitted to the employee's supervisor no later than 30 days following the month in which they are incurred, except for June of each year for which expenses shall be submitted by July 15th in order for the Employer to close their books.

In order to be eligible for reimbursement each employee shall be responsible for providing the Employer with the following information:

- a. Proof of insurance at the California State minimums
- b. Proof of a valid California driver's license

ARTICLE 24

BASIC LIFE INSURANCE

Full and Part Time employees are covered by Life Insurance in the following formula:

Less than 11 years \$25,000.00

Less than 15 but more than years \$50,000.00

Over 15 years \$100,000.00

ARTICLE 25

STATE DISABILITY

Staff shall be required to apply for State Disability Insurance to continue receiving sick leave payments for absences of seven days or more. If disability payments are approved they shall be reported to the Employer and the payments shall be integrated with the employees leave to keep their salary "whole" per the employee handbook.

ARTICLE 26

RETIREMENT

Eligible employees shall continue to be covered by the retirement plan which is specified in the Employee Manual of La Familia Counseling Services. Should during the term of this agreement the Employer decide to change the benefits of said retirement plan it will fulfill its legal obligation to meet with the Union and negotiate such changes.

ARTICLE 27

LEAVES

27.1 Sick Leave

All regular full-time employees shall accrue 1.0 days per month, totaling twelve (12) days of sick leave per calendar year. Regular part-time employees will receive a percentage of the days based on the number of hours they are scheduled to work per week. Sick leave will be granted because of illness or injury of the employee or the employee's immediate family or designated person when the employee's presence is required. It may also be used for medical/dental appointments; treatments and/or recovery from illness or injury. After an employee has been absent for four (4) or more consecutive days the Employer may require certification from physician as to an

Employee's fitness to return to work.

Earned sick leave may be accumulated from year to year to a maximum of three hundred thirty-seven and one-half (337.5) hours (forty-five (45) days). This accumulation is not collectable at such time an employee leaves the Agency.

In emergency situations, employees may use accrued vacation leave when their sick leave has been exhausted, provided that the employee supplies a doctor's excuse for the absence(s) to their immediate supervisor.

27.2 FMLA; CFRA and Pregnancy Disability Leave

The Employer agrees to follow the law in regards to granting and administering leaves granted under this section.

27.3 Catastrophic Leave Request

If an employee exhausts all of their accrued sick leave and accrued vacation days due to a catastrophic illness they may request from the Human Resource Director or Executive Director to institute the donation of accrued sick/vacation day policy. This will allow employees to anonymously donate **their accrued sick or accrued vacation days to this employee. A maximum** of three (3) days per request can be donated. Such requests may be made by a co-worker.

27.4 Military Leave

Employees will be granted leave without pay to perform military service pursuant to state and federal law.

27.5 Jury Duty

Employees are encouraged to fulfill their civic responsibility by serving on a jury when required to do so.

If an employee is called for jury duty, he/she must notify his/her immediate supervisor as soon as reasonably possible after receiving such notice so that arrangements can be made to accommodate the absence. A copy of the summons and proof of jury service shall be provided to the Human Resources Department.

The employee shall receive pay for the first thirty (30) days of jury duty. At that time the employee may use accrued vacation time to complete jury service.

If jury duty is expected to last thirty (30) or more working days, the employee shall request that they be dismissed, due to hardship to the agency and themselves. The employer shall assist with any necessary documentation. Employees are expected to report to work whenever the court schedule permits

27.6 Vacation

Years of Service	Earned per month	Max per year
Up to and including year 3	9.375	112.5 (15 days)

Beginning year 4 thru year 8	12.5	150 (20 days)
Beginning year 9	15.625	187.5 (25 days)

27.7 Holidays

The holiday calendar is observed on a calendar year basis.

Regular full-time and part-time employees shall receive the following days as paid holidays:

New Year's Day
M.L. King, Jr. Day
President's Day
Cesar Chavez Birthday
Memorial Day
Independence Day
Labor Day
Native Americans Memorial Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve*
Christmas Day
New Year's Eve
Floating Holiday

If one of the above named holidays falls on a Saturday, the preceding Friday shall be the observed holiday; if one of the above named holidays falls on a Sunday, the following Monday shall be the observed holiday.

Non-exempt regular full-time or part-time employees required to work on any holiday listed above shall be paid for such work at the rate of two (2) times his or her regular rate of pay for the hours worked. Part-time employees not required to work on a holiday will receive their regular salary.

Holidays are to be considered as time worked in the computation of overtime.

School based employees shall observe the "School Holiday Schedule" but in no case shall receive fewer holidays than other staff.

*When Christmas Eve or New Year's Holidays fall on Monday, Tuesday, Wednesday, or Thursday it shall be observed. In all other years this holiday shall not be observed.

27.8 Bereavement Leave

Bereavement leave is available to employees upon employment for a death in his/her immediate family (parents, spouse, domestic partner or significant other, children, child of domestic partner or significant other, brothers, sisters, grandparents, in-laws, and any relative living in his/her household.) An employee may take up to three (3) days with pay. For deaths other than those in the immediate family as defined here, vacation time may be used to attend services.

An employee with one (1) or more years of service shall be eligible for an additional benefit of two (2) additional days of bereavement leave if the employee is required to travel more than 500 miles to attend the funeral/memorial service of an eligible family member.

In the event that an employee needs additional time away due to a death in the family, accrued vacation or leave of absence without pay may also be granted.

ARTICLE 28 SEPARABILITY

In the event that any of the provisions of this Agreement shall be held to be in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall re-negotiate any section determined invalid with thirty (30) days.

ARTICLE 29 SOLE AND ENTIRE AGREEMENT

This Agreement sets forth the complete agreement and understanding of the parties on the subject of wages, hours and terms and conditions of employment.

The parties signatory hereto acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the complete understandings and agreements arrived at by the parties, after the exercise of said rights and opportunities, are set forth in this Agreement.

ARTICLE 30 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other its written request to commence negotiations as well as its written proposals for a successor Agreement, no later than sixty (60) days before the **December 31, 2017** termination date of the Agreement. Negotiations on the successor Agreement shall begin no later than **November 1st 2017**, provided that the written request to commence negotiations and the written proposals specified herein have been served upon the other party within the time period specified.

ARTICLE 31 BARGAINING OBLIGATION

31.1 Full Understanding

It is intended that this Agreement and pertinent sections of the Employee Manual set forth the full and entire intent of the parties regarding the specific provisions of this collective bargaining agreement. Any other prior or existing agreements by the parties, whether formal or informal, written or unwritten, regarding such provisions, are hereby superseded or terminated in their entirety. Term of Agreement.

31.2 Negotiations Timeline

Before making a change on any negotiable matter not covered by this agreement, La Familia shall give the Union advanced notice and an opportunity to request bargaining within ten (10) days. If the Union wishes to bargain over the subject it must so indicate within ten (10) days of notice. Negotiations shall begin within ten (10) days of the Union request. The Union shall present specific concerns and counter proposals at commencement of negotiations. Negotiations shall be concluded, within fourteen (14) days.

DOMESTIC PARTNER POLICY

SEIU LOCAL 1021 AND LA FAMILIA COUNSELING agree that the registered domestic partners of bargaining unit members shall be entitled to all benefits provided to spouses under this agreement, per California Family code 297, et seq., and other relevant California law.

DRUG FREE WORKPLACE:

La Familia and Union reaffirm their commitment to a safe work environment and shall work together to eliminate any substance abuse that could impair an employee's ability to safely and effectively perform function of his/her job. Toward this end, ABAG and the Union shall refer and charge the Joint Labor/Management Committee with devising a comprehensive workplace education and early intervention program. Elements of this program may include peer training, counseling, and mentoring, educating unit members to the problems of substance abuse by means of seminars, staff meetings, and newsletters, training supervisors in effectively dealing with substance abusers, a substance abuse education and prevention week, and development of a resource bank. The Union and La Familia agree to a three (3) year CBA beginning January 1, 2014 through December 2017.

Appendix A: Salary Structure

LA FAMILIA COUNSELING SERVICE

BASE SALARY INFORMATION

January 1, 2018 to December 31, 2018

- **Cultura y Bienestar (CYB)**
 - Youth/Adult Promotor \$36,616.35 (without bilingual differential)
 - Mental Health Specialist \$45,690.68 (without bilingual differential)
 - Health Educator \$36,616.35 (without bilingual differential)
- **HUB**
 - Family Advocate \$33,558.26 (without bilingual differential)
 - Parent Ambassador Coordinator \$44,672.16 (without bilingual differential)
- **Developmental Disabilities (DD)**
 - Case Manager \$45,850.83 (without bilingual differential)
 - Secretary \$45,363.48 (without bilingual differential)
- **Disparity Funds Program (DFP)**
 - Family Support Services \$38,571.00 (without bilingual differential)
 - Parent Leader Coordinator \$39,994.50 (without bilingual differential)
- **IHOT (In-Home Outreach Team)**
 - Case Manager \$43,172.25 (without bilingual differential)
 - Family Coach \$41,000.00 (without bilingual differential)
 - Peer Support Specialist \$36,896.93 (without bilingual differential)
- **Outpatient (OP)/Unaccompanied Immigrant Youth (UIY)**
 - Staff Therapist- Non-Master Degree \$50,000 (without bilingual differential)
 - Staff Therapist Master's Degree \$57,127.00 (without bilingual differential)
 - Licensed Clinician \$66,661.50 (without bilingual differential)
 - Case Manager \$43,132.28 (without bilingual differential)
 - Receptionist \$28,781.25 (without bilingual differential)
- **Vocational English as a Second Language/Employment Services (VESL)**
 - Adult Employment Specialist \$43,080.00 (without bilingual differential)

Appendix A: Salary Structure (Cont.)

LA FAMILIA COUNSELING SERVICE

BASE SALARY INFORMATION

January 1, 2015 to December 31, 2015

• **DFC**

- Project Coordinator \$43,080 without bilingual differential)

• **Workforce Investment and Opportunity Act/ Highway to work (WIOA/HTW)**

- Youth Employment Specialist \$43,050.00 (without bilingual differential)
- Youth Training Specialist \$43,050.00 (without bilingual differential)
- Data Specialist/Administration \$41,850.00 (without bilingual differential)

• **Recovery and Wellness services (RWS)**

- Night Attendant \$28,781.25 (without bilingual differential)
- Certified Addiction Counselor \$41,850.00 (without bilingual differential)
- Office Administrator \$37,750.00 (without bilingual differential)
- Counselor \$40,992.92 (without bilingual differential)

• **Re-entry (AB109)**

- Data Specialist/Administration \$41,850.00 (without bilingual differential)
- REP Career Trainer \$39,994.50 (without bilingual differential)
- Re-Entry Coach \$39,994.50 (without bilingual differential)
- Adult Employment Specialist \$43,080.00 (without bilingual differential)

• **Re-Entry Treatment Team (RTT)**

- Peer Counselor \$36,000.00 (without bilingual differential)
- Receptionist \$29,991.00 (without bilingual differential)
- Staff Therapist- Non-Master Degree \$50,000.00 (without bilingual differential)
- Staff Therapist Master's Degree \$57,127.00 (without bilingual differential)
- Licensed Clinician \$66,661.50 (without bilingual differential)

Bilingual differential: \$1,200

Appendix B: Attached Amendment- Health and Dental Benefits

La Familia will contribute 100% of 2018 medical, vision, and dental premiums for the employee only; and 3) La Familia will pay 90% of 2018 medical, vision and dental premiums for eligible dependents. La Familia's percentage contributions toward medical, vision and dental premiums for employees and dependents shall be effective from January 1, 2018 through December 31, 2018 only. La Familia's health, dental, and vision contributions beyond December 31, 2018 are subject to negotiations. *(See attached signed Amendment)*

Exhibit 1: Salary Steps.

When employees who received the 3% salary adjustment in Step 1 get to Step 2, they will only receive a 2% increase upon attaining their 6th year of employment. When employees who received the 5% in Step 2 get to Step 3, they will only receive 2% salary adjustment. If an employee received 3% in Step 1, then receives 2% in Step 2 and is eligible for Step 3, the employee will only receive 2% to bring their total increase to 7%. At no time will an employee receive more than the 7% allotment in Salary Adjustment. However Cost of Living Adjustments are excluded in this computation and will be awarded in the future based on funds availability and Union Negotiations. (See amendment below)

	Base Salary	Step 1	Step 2	Step 3
Years of Service	0 to 3	The day after the employee's 3 rd anniversary	The day after the employee's 6 th anniversary	The day after the employee's 9 th anniversary
Step Increase	0%	3%	2%	2%

Bilingual Differential \$ 1,200 Annually

Example: An employee is hired on January 1, 2015
This employee will receive Step 1 on January 2nd, 2018
This employee will receive Step 2 on January 2nd, 2021
This employee will receive Step 3 on January 2nd, 2024

La Familia Counseling Services



Aaron Ortiz, CEO

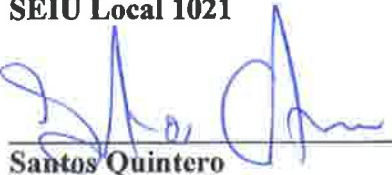
7/3/18
Date



Lesley Mason, HR Manager

7/3/18
Date

SEIU Local 1021



Santos Quintero
Field Representative

7/3/18
Date



Ana Ochoa
Union Steward

1/14/19
Date



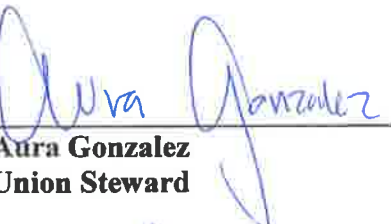
Lilia Gonzalez-Joly
Union Steward

7/3/18
Date



Sandra Coss
Union Steward

7/3/18
Date



Aura Gonzalez
Union Steward

4-03-2018
Date



Brenda Gonzalez
Union Steward

7/3/18
Date



Service Employees International Union - Local 1021

**100 Oak Street
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Worksite Organizer _____

Union Steward _____

Telephone Number _____