

**AGREEMENT**

**LOCAL 1021**

**Between**

**Larkin Street Youth Services**

**And**

**Service Employees International Union  
Local 1021, CTW**

**Stronger Together**

**November 1, 2023 – October 31, 2026**

## WEINGARTEN RIGHTS

Weingarten rights guarantee an employee the right to Union representation during an investigatory interview. These rights, established by the Supreme Court, in 1975 in the case of J. Weingarten Inc., must be claimed by the employee. The supervisor has no obligation to inform an employee that s/he is entitled to Union representation.

### What is an Investigatory Interview?

An investigatory interview is one in which a Supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his/her conduct. If an employee has a reasonable belief that discipline or discharge may result from what s/he says, the employee has the right to request Union representation.

Examples of such an interview are:

1. The interview is part of the employer's disciplinary procedure or is a component of the employer's procedure for determining whether discipline will be imposed.
2. The purpose of the interview is to investigate an employee's performance where discipline, demotion or other adverse consequences to the employee's job status or working conditions are a possible result.
3. The purpose of the interview is to elicit facts from the employee to support disciplinary action that is probable or that is being considered, or to obtain admissions of misconduct or other evidence to support a disciplinary decision already made.
4. The employee is required to explain his/her conduct, or defend it during the interview, or is compelled to answer questions or give evidence.

It is an obligation of the Union to educate bargaining unit employees about their Weingarten rights **BEFORE** an occasion to use them arises. An employee must state to the employer that he/she wants a Union representative present; the employer has no obligation to ask: the employee if she/he wants a representative.

### Weingarten Rules

When an investigatory interview occurs, the following rules apply:

Rule 1 - The employee must make a clear request for Union representation before or during the interview. The employee can't be punished for making this request.

Rule 2 - After the employee makes the request, the supervisor has 3 options. S/he may either:

1. Grant the request and delay the interview until the Union representative arrives and has a chance to consult privately with the employee: or
2. Deny the request and end the interview immediately; or
3. Give the employee a Choice of: 1)having the interview without representation or 2) ending the interview

Rule 3 - If the supervisor denies the request and continues to ask questions, this is an unfair labor practice and the employee has a right to refuse to answer. The employee cannot be disciplined for such refusal but is required to sit there until the supervisor terminates the interview. Leaving before this happens may constitute punishable insubordination.

### Union Representative's Rights Under Weingarten

You are not required to merely be 'silent witness'. You have the right to:

1. be informed by the supervisor of the subject matter of the interview
2. take the employee aside for a private conference before questioning begins
3. speak during the interview
  
4. request that the supervisor clarify a question so that what is being asked is understood
5. give employee advice on how to answer a question
6. provide additional information to the supervisor at the end of the questioning.

You do not have the right to tell the employee not to answer nor, obviously, to give false answers. An employee can be disciplined for refusing to answer questions.

A standard statement to suggest to members is:

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

The employer will be ordered to cease and desist and to post a notice. Discipline that is imposed for insisting on Weingarten rights will be overturned. Discipline will not be overturned if the discipline was for reasons other than insistence on Weingarten rights. Although information gained by the Employer from the employee in a meeting during which a breach of Weingarten rights occurred, may be excluded from a hearing on the matter.

#### **An employee has NO right to the presence of a Union representative where:**

1. The meeting is merely for the purpose of conveying work instructions, training, or communicating needed corrections in the employee's work techniques.
2. The employee is assured by the employer prior to the interview that no discipline or employment consequences can result from the interview.
3. The employer has reached a final decision to impose certain discipline on the employee prior to the interview, and the purpose of the interview is to inform the employee of the discipline or to impose it.
4. Any conversation or discussion about the previously determined discipline which is initiated by the employee and without employer encouragement or instigation after the employee is informed of the action.

Even in the above four (4) circumstances, the employee can still ask for representation. Most employers will permit a representative to attend even when not required to.

WEINGARTEN RIGHTS .....	1
Article I: Union Membership .....	8
1.1: Definition.....	8
1.2: Recognition .....	8
1.3: Dues.....	8
1.4: Hold Harmless .....	8
1.5: Notification.....	9
1.6: COPE Check-off.....	9
Article II: Union Business.....	9
2.1: Visitation .....	9
2.2: Stewards.....	9
2.3: Bulletin Boards .....	10
Article III: Harassment and Discrimination.....	10
3.1: Harassment .....	10
Article IV: Probationary Period, Discipline and Discharge.....	11
4.1: Just Cause .....	11
4.2: Probationary Period .....	11
4.3: Progressive Discipline.....	12
4.4: Notification.....	12
4.5: Right to Attach Rebuttal .....	13
4.6: Special Grievance Procedure for Terminations .....	13
Article V: Grievance Procedure .....	14
Article VI: Personnel Files.....	15
6.1: Signature .....	15
6.2: Comments .....	16
6.3: Removal of Material.....	16
6.4: Complimentary Material .....	16
6.5: Anonymous Material.....	16
6.6: Secret Material.....	16
6.7: Objectionable Material .....	16

Article VII: Job Postings and Promotions..... 16

- 7.1: Open Positions ..... 16
- 7.2: Internal Applicants ..... 17
- 7.3: Promotions and Transfers ..... 17
- 7.4: Approval for Transfer and Promotion..... 17
- 7.5: Changes in Job Description ..... 18
- 7.6: Case Manager Sites & Ratios..... 18

Article VIII: Seniority, Layoffs, and Bumping Rights..... 18

- 8.1: Seniority ..... 18
- 8.2: Layoff Meet and Confer Notification..... 19
- 8.3: Layoff Notification Requirement ..... 19
- 8.4: Seniority Bumping Rights and Layoff Process ..... 19
- 8.5: Medical Coverage for Laid Off Worker ..... 20
- 8.6: Recall Rights ..... 20
- 8.7: Recall Notification ..... 21
- 8.8: Severance ..... 21
- 8.9: Seniority During Absence ..... 22

Article IX: Hours of Work..... 22

- 9.1: Breaks..... 22
- 9.2: Relief Availability ..... 23
- 9.3: Cancelling Shifts ..... 24

Article X: Leaves of Absence..... 24

- 10.1: Family Care and Medical Leave ..... 24
- 10.2: Military Exigency Leave ..... 25
- 10.3: Service Member Caregiver Leave..... 25
- 10.4: General Regulations ..... 25
- 10.5: Pregnancy Disability Leave and Accommodation ..... 27
- 10.6: Medical Donor Leave..... 28
- 10.7: Paid Family Leave Benefits ..... 28
- 10.8: Military Leave ..... 29
- 10.9: Leave for Military Spouses and Domestic Partners..... 29
- 10.10: Time Off to Vote ..... 30
- 10.11: Jury and Witness Duty Leave ..... 30

10.12: Bereavement Leave.....	30
10.13: Alcohol and Drug Rehabilitation Leave .....	31
10.14: Leave for Victims of Serious Crime.....	31
10.15: School Meeting/Conference Leave .....	31
10.16: School Activity Leave.....	31
10.17: Volunteer Civil Service Leave .....	32
10.18: Civil Air Patrol Leave.....	32
Article XI: Professional Conference Leave .....	32
Article XII: Sick Leave.....	32
12.1: Use of Paid Sick Leave .....	33
12.2: Accrual of Sick Leave .....	33
12.3: Sick Leave Notification .....	34
12.4: Pay Schedule for Sick Leave.....	34
Article XIII: Domestic Violence or Sexual Assault Leave.....	34
Article XIV: Holidays .....	35
14.1: Recognized Holidays.....	35
14.2: Floating Holidays .....	36
14.3: Holiday Pay Eligibility .....	36
14.4: For Employees Who Work Actual Holidays.....	36
14.5: For Non-Exempt Staff Who are Scheduled Off on Holidays .....	36
Article XV: Vacations.....	37
15.1: Accrual of Vacation.....	37
15.2: Scheduling Vacation .....	37
15.3: Carryover.....	38
15.4 Sabbatical .....	38
Article XVI: Wages .....	38
Article XVII: Bilingual Pay.....	40
Article XVIII: Acting Assignment Pay .....	40
Article XIX: Right to Privacy in the Workplace.....	40
Article XX: Tuition Reimbursement and License Adjustment.....	40

20.1: Tuition Reimbursement.....	41
20.2: External Training Pay Increase.....	41
Article XXI: Dignity and Respect .....	42
Article XXII: Mileage and Travel Reimbursement .....	42
Article XXIII: Health and Safety.....	42
23.1: Equipment .....	42
23.2: Health and Safety Training .....	42
23.3: Whistleblower Protection .....	42
23.4: Bed Bugs.....	42
23.5: Safety First.....	43
23.6: Prevention .....	43
Article XXIV: Americans with Disabilities Act .....	43
Article XXV: Medical Benefits (Health/Vision/Dental) .....	43
25.1: Medical Benefits Reopener .....	44
Article XXVI: Vehicular Operational Safety Guidelines.....	45
Positions for which driving is a primary duty .....	45
Article XXVII: Training.....	45
27.1: Agency Training and Outside Training.....	45
27.2: Coworker Training .....	46
Article XXVIII: Employee Supervision .....	46
28.1: Supervision.....	46
28.2: Annual Employee Evaluation.....	47
Article XXIX: LCSW/MFT Licensure .....	48
Article XXX: Labor Management Committee .....	49
Article XXXI: Work Schedule Changes .....	49
Article XXXII: Reorganization .....	49
Article XXXIII: Management Rights Clause .....	50
Article XXXIV: No Strike, No Lockout .....	50
Article XXXV: Severability .....	50
Article XXXVI: Terms of Agreement.....	50
Article XXXVII: Contract Approval.....	50
Sideletter Agreement: Larkin Street Youth Services—Job Descriptions .....	53
SIDELETTER AGREEMENT: Holidays Worked .....	54

Sideletter Agreement: Relief Worker Agreement .....	55
APPENDIX A.....	56

## **Article I: Union Membership**

The employer recognizes the Union as the sole collective bargaining agent for all Employees as defined in NLRB recognition Case No. 20-RC-102337 or as may be further clarified by NLRB recognition or Unit Clarification Petition.

### **1.1: Definition**

All employees of the Employer who are subject to this Agreement, and who are employed by the Employer on the effective date of this Agreement shall be required as a condition of employment to become members in the Union in good standing within thirty-one (31) days of the effective date of this Agreement and to remain members in good standing during the course of their employment.

### **1.2: Recognition**

The Employer recognizes the Union as the exclusive collective bargaining representative for the Employees in the classifications referenced in Appendix A of the CBA. Any newly created classifications not included in Appendix A that are non-managerial and similar in nature to those in the Bargaining Unit shall be added to the Bargaining Unit. If there is a dispute as to whether a position should be added to the Bargaining Unit, such issue shall be resolved pursuant to the grievance procedures set forth herein before such position is added to the Bargaining unit and reflected in a revised Appendix A which shall be signed and dated by both parties.

This CBA extends to include Relief Workers.

### **1.3: Dues**

#### **Dues and Fees:**

All employees of the Employer who are subject to this Agreement and who are hired after the effective date of this Agreement shall, not later than the thirty-first (31st) day following commencement of employment, become members of the Union in good standing and shall remain members in good standing during the course of their employment. Members in good standing shall be defined as employed members of the Union who tender periodic dues uniformly required by the Union as a condition of acquiring or retaining membership.

#### **Dues Deduction:**

The periodic dues and fees will be deducted from the employee's paycheck upon submission to the Employer of a proper written authorization by the employees.

#### **Dues Delinquency:**

The Employer, upon written request by certified mail of the Union, shall discharge any employee within seven (7) calendar days after receipt of such notice who fails to tender the periodic dues required by the Union as a condition of acquiring or retaining membership in the Union.

### **1.4: Hold Harmless**

The Union shall indemnify and save the Employer harmless from any and all claims, suits or other actions arising from this Section or complying with any request for termination of employment under this Section.

### **1.5: Notification**

Not later than once each month, the Employer shall supply the Union with the name, classification, mailing address, work location and date of hire of any newly hired employee and the names of any employees terminated or laid off during the previous month for bargaining unit positions.

### **1.6: COPE Check-off**

The Employer agrees to deduct and transmit to the treasurer of Local 1021 Political Action Committee the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Local 1021 Political Action Committee. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. Employees hired subsequent to the signing of this Agreement may authorize such deductions within thirty (30) days of the date of hire. Current employees may authorize such deductions within thirty (30) days of the signing of this Agreement. Any employee who authorizes such deduction and subsequently wishes to change the amount of the deduction or revoke the authorization may do so during the period of June 1 through June 30th in each year.

## **Article II: Union Business**

### **2.1: Visitation**

A duly authorized representative of the Union shall be permitted to talk with bargaining unit employees away from clients with a minimum of disturbance for the purpose of seeing that the terms of the Agreement are being observed. Notice of the visit will be given to the Director of Human Resources and Site Director/Program Manager. Management will provide the union with an up-to-date list of all program managers. The Union shall notify the Employer in writing of the assigned Union Representative.

### **2.2: Stewards**

For the purpose of representation, the Union shall be entitled to one (1) Steward on the job at each site who shall restrict 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 the employee requests such assistance. The Steward shall be allowed to process and investigates grievances on work time and attend disciplinary meetings, provided such does not impede program functioning and client care. In no case will the Steward leave the place of work during time without obtaining approval from the Site Director/Program Manager. The parties recognize that the Steward's role in contract administration, as provided under the law and labor relations practice, shall not be abridged. The Steward shall advise employees of their rights, responsibilities and options but shall not assume the role of supervisor.

- In the case of the Relief Counselors, the Union shall be entitled to (1) Steward for every ten (10) Relief Counselors employed by the Employer at any given time.

### **2.3: Bulletin Boards**

The Employer shall furnish space on an existing bulletin board at each work location for official Union business as it pertains, to the employees of the Agency. 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.

#### **Union Members Orientation**

The third (3<sup>rd</sup>) Wednesday of each month, a SEIU 1021 Field Representative, and/or steward shall be allotted 11am to 11.30am to explain the union contract and union procedures to new members.

The last day of each month, Human Resources will email a list of new union members to three (3) individuals as provided by the Union. The list will include members name, position, location, date of membership and personal phone number.

In the event a new member is unable to attend the orientation meeting that employee will be orientated the following month.

## **Article III: Harassment and Discrimination**

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

### **3.1: Harassment**

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

Sexual harassment is defined as unwelcome sexual advances, requests for favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly, a term or condition of employment, or is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise intimidating or offensive work environment.

Employees who have complaints of sexual harassment may (and are encouraged to) report such incidences to their supervisor and/or the People's Team. Employer personnel will abide by proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations of sexual harassment. Confidentiality of reports and investigations of sexual harassment will be maintained to the greatest extent possible. Clients guilty of sexual harassment against an employee will be denied services in alignment with Larkin Street Policies and Procedures and regulatory requirements.

## **Article IV: Probationary Period, Discipline and Discharge**

### **4.1: Just Cause**

The Employer shall not discipline or terminate an Employee who has successfully completed the introductory probationary period of ninety (90) calendar days without just cause.

In the case of Relief Workers who have successfully completed their introductory probationary period of 340 worked hours shall not be subject to discipline or termination by The Employer, without just cause.

### **4.2: Probationary Period**

Termination of an Employee during the Introductory Probationary period shall not constitute discharge or lay-off under this CBA and shall not be subject to the grievance and arbitration procedure in this contract. The Employer may, with cause, elect to extend the Introductory Probationary period beyond the ninety (90) days. Employer will inform the Shop Steward and Employee when this is occurring and will inform the Shop Steward and Employee, in writing, of the areas in which the Employee needs to improve in order to pass the Introductory Probationary period. Managers will attempt to resolve performance issues that arise during the Introductory Probationary period. After the 90-day period is extended, the manager shall meet with the Employee and Shop Steward every two (2) weeks to discuss performance until such time as the Employee either successfully completes the probationary period or is terminated. For promoted or transferred employees, the Probationary period shall be ninety (90) days. In addition, all rights and privileges related to Union representation and seniority remain in place during this time.

In the case of the Relief Counselors, the Employer may, with cause, elect to extend the Introductory Probationary period beyond the three hundred and forty (340) hours. After the three hundred and forty (340) hours is extended, the manager shall meet with the employee and the shop steward after every

five (5) working shifts to discuss performance until such time as the employee either successfully completes the probationary period or is terminated.

### **4.3: Progressive Discipline**

Unless the offense is egregious and circumstances warrant severe actions, the Employer will use a system of progressive discipline. As sleeping on the job presents a safety hazard, it shall be considered an egregious offense. Progressive steps are: I. Verbal Counseling.

II. 1st Written Warning, addressing the specific nature of the problem and the specific steps which must occur for remediation;

III. 2nd Written Warning, addressing the specific nature of the problem and the specific steps which must occur for remediation;

IV. Termination of Employment (subject to the Special Grievance process below)

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

I. Paid Administrative Leave (to protect the clients, the Employee and the Employer when serious allegations are made). Paid Administrative Leave is not a punitive step.

II. Unpaid Administrative Leave, during any investigation in which the employee is not cooperating.

While a disciplinary action is taking place, it's important to remain in communication with your supervisor. It is expected that you will still meet for supervision, client case reviews, team meetings and other conversations that do not address the disciplinary action in hand. During these meetings your supervisor will not ask you about the disciplinary action in process.

### **4.4: Notification**

- I. Employees shall receive notice of a disciplinary action or pending investigation within ten (10) business days of Employer learning of a violation, and no less than three (3) business days prior to the disciplinary action. Notification shall outline the reason for the disciplinary action and its possible outcome(s). If the violation is egregious the right to progressive discipline shall be lost.
- II. Once a written notice is received, it is the Employee's responsibility to seek Union representation. If an Employee elects, the employee may self-represent by completing the Decline Shop Steward Form. The Employer is required to schedule a meeting with the Employee and Union Representative within five (5) business days of the Employee's written request.
- III. If the Union member, Union Representative if applicable, or Management is not available during this period, the timeline may be reasonably extended if agreed by all parties.
- IV. A meeting, scheduled as described above, will be held between representatives of the Employer, the Employee, and/or the employee's representatives to discuss the disciplinary action, including but not limited to the allegation(s), if the allegation(s) constitute just cause for the discipline, alternatives to the disciplinary action, and how the employee can improve his or her performance to correct the cause of the disciplinary action

- V. Verbal Counseling will not apply to the notification requirements. A note will be placed in the Employee's personnel file specifying the date and content of the verbal counseling and the performance change required to remedy the cause of the verbal counseling. The documentation of the Verbal Warning will be removed from the employee's file six (6) months from the delivery of the verbal counseling if no subsequent disciplinary actions on the same issue took place within that six (6) month time period.

#### **4.5: Right to Attach Rebuttal**

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

#### **4.6: Special Grievance Procedure for Terminations**

- I. An Employee Subject to termination shall be entitled to a hearing if requested and the following:
  - a. A notice of the action
  - b. The reasons for the action
  - c. A copy of the charges and the materials upon which the action is based
  - d. The right to respond, either orally or in writing, to the authority imposing the discipline
  - e. If the Employee requests, a Shop Steward, other Union officer, and/or Union representative can be present at any and all meetings between the Employee and the Employer.
- II. Upon the request of the Union or the Employee, within five (5) business days after the notice of intent to terminate, a meeting will be held between representatives of the Employer, the Employee, and the employee's representative to discuss the termination including, but not limited to, the allegations(s), if the allegation(s) constitute just cause for the termination, and alternatives to termination.

In the case of the Relief Counselors, such meeting shall take place within ten (10) business days after the notice of intent to terminate. The timeline to hold the meeting may be extended by mutual agreement.
- III. If, following the meeting in subparagraph II, the Employer still intends to terminate, such notice will be presented to the Employee and the Union within three (3) business days unless there is mutual agreement to extend.

In the case of the Relief Counselors, the time limit for such notice shall be within ten (10) business days unless there is mutual agreement to extend.
- IV. If, following the notice in subparagraph I, the Union elects, the Union has three (3) business days to request mediation through the Federal Mediation and Conciliation Service. This meeting will be held at the earliest possible opportunity.

In the case of the Relief Counselors, the union shall have ten (10) days to request for mediation.

- V. If, following mediation, the Employer still intends to terminate, the Union may request arbitration under the grievance section of this CBA. In selecting an arbitrator, the parties agree that if the first selection is unavailable for a lengthy period then the last struck arbitrator shall be consulted for availability. The parties agree that haste in reaching resolution is valuable to all.

## **Article V: Grievance Procedure**

If a dispute regarding the interpretation or enforcement of this Agreement arises, the following procedure will be followed, with the exception that grievances for termination fall under the Special Grievance Procedure for Termination section of this agreement. Grievances must be submitted within thirty (30) calendar days of the alleged violation or the date the employee was made aware of the disciplinary action; otherwise the right to appeal is lost.

### **Step I:**

Grievances shall initially be taken up orally by the employee and/or the Union steward with the immediate supervisor in an attempt to settle the matter on an informal basis.

### **Step II:**

If the grievance is not satisfactorily settled at Step 1, the Employee or the Union may submit a written grievance to the relevant associate director or director and send a copy to the Director of Human Resources. The 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 in which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward, or Union Representative. The Employer shall meet with the grievant, the Shop Steward, and the Union Representative within seven (7) calendar days of the submission of the grievance. The Employer will provide a written response within ten (10) calendar days of said meeting, unless extended by mutual agreement. If the matter is not resolved, the aggrieved party will proceed to Step 3. Such action must be taken within ten (10) calendar days of receipt of the Agency's written response.

In the case of the Relief Counselors, The Employer shall meet with the grievant, the Shop Steward, or/and the Union Representative within fourteen (14) calendar days. In the case the grievance needs to be taken to step 3, such action must be taken within twenty (20) calendar days of the receipt of the Agency's written response. The parties may waive, by mutual written agreement, the requirement to meet at this step.

### **Step III:**

If the grievance is not satisfactorily settled at Step 2, the Employee or Union may submit a written grievance to the Executive Director or designee. The Executive Director or designee will schedule and attend a meeting between the parties in an attempt to resolve the grievance. The Executive Director or designee will issue a written response within ten (10) calendar days of the meeting. If the grievance remains unresolved, the Union may proceed to Step 4.

### **Step IV:**

If the grievance remains unresolved, it may be directly referred by the union to binding arbitration. Such a request must be made within ten (10) calendar days after receipt of response to Step 3. Upon receipt of the written request for arbitration, the Employer and the Union shall select a mutually agreeable

impartial arbitrator. In the event that the parties are unable to mutually agree upon an impartial arbitrator within seven (7) calendar days of the written request, then either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. The parties will alternately strike a name from the panel furnished until one (1) name remains. Both parties will share equally in the cost of arbitration; however each party will bear its own cost of representation and witnesses. The arbitrator will have no authority to add to, subtract from or modify any terms of this Agreement. The decision of the arbitrator will be final and binding upon both parties and shall be issued within thirty (30) days of the arbitration hearing, unless an extension is mutually agreed upon.

In the case of the Relief Counselors, the time limit to request for arbitration shall be within twenty (20) calendar days after receipt of the response to Step 3.

**Additional Provisions:**

If the Union or Employee fails to comply with the grievance time limits placed on it, the grievance will be deemed to be resolved in the other party's favor.

The grievance 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, with the exception of the Special Grievance Procedure for Termination section of this agreement.

**Article VI: Personnel Files**

Employees have the right to review their personnel files and the Employer shall make the employee's personnel files available for inspection. If requested by the employee or their representative, the Employer must provide a copy of the personnel file at the place where the employee reports to work, or at another location agreeable to the employer and the requester. If the employee is required to inspect or receive a copy at a location other than the place where the employee reports to work, no loss of compensation to the employee is permitted. Personnel files must be made available for inspection within seven (7) calendar days of the request.

In the case of the Relief Counselors, the personnel files must be made available for inspection the next scheduled shift after seven (7) calendar days of the request. Physical inspection of personnel files can only take place Monday to Friday 9am until 5pm.

**6.1: Signature**

Signature endorsement by the employee shall be mandatory for all evaluations and disciplinary actions. The signature only means that the employee has received a copy of these documents and does not necessarily mean agreement with the contents.

## **6.2: Comments**

The employee may place in the file written comments regarding material in the file within ten (10) days of the time of presentation or inspection. Employee comments shall be a permanent part of the document responded to.

## **6.3: Removal of Material**

Material in the personnel file will be removed or otherwise deleted if the Employer and the employee agree that the material is incorrect or if the material is determined to be incorrect as a result of a resolution under the grievance procedure.

## **6.4: Complimentary Material**

Information of a complimentary nature received by the Employer pertaining to the work performance of any employee shall be placed in the employee's personnel file upon the employee's request. The Employer may place in the file written comments regarding complimentary material and such comments shall be a permanent part of the material.

## **6.5: Anonymous Material**

No anonymous material will be introduced into the file of any employee. Such material placed in the file prior to the execution of this Agreement shall be removed at the request of the employee and shall be given no weight or consideration for any purpose whatsoever.

## **6.6: Secret Material**

Any information gathered through disciplinary investigation must be added to the file. Material not in the file following a disciplinary investigation may not be used against the employee for any purpose.

## **6.7: Objectionable Material**

Any material objectionable to the employee may be grieved as to whether it is proper to remain in the file.

# **Article VII: Job Postings and Promotions**

## **7.1: Open Positions**

With the exception of positions at the Chief level and above, all positions which become open within the Agency, either due to the departure of staff or due to the creation of new jobs, shall be made known to staff via all staff email. Such memos shall be posted at least seven (7) calendar days before information about these openings is distributed publicly, however Larkin Street reserves the right to post externally and begin collecting resumes and applications for open positions within this seven (7) day window. Resumes and applications collected during this window will be kept within HR until this seven (7) day window elapses.

When appropriate, Chief level and above positions will be posted internally in accordance with the above paragraph.

In the case of the Relief Counselors, they will also be notified via their personal email in addition to the above stated method. It is the responsibility of Relief Counselors to ensure that Human Resources has their most current contact information.

### **7.2: Internal Applicants**

Current employees who apply for the posted position, by submitting a resume and cover letter, 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. 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, management reserves the right to make the final hiring decision, granted that merit, skills, and ability are equal.

### **7.3: Promotions and Transfers**

Promoted or transferred employees keep their original step increase schedule, Promoted and transferred employees will have a performance review after 90 days.

Transferred employees keep their existing rate of pay when transferring from one position to another. A transfer is defined as a move from one represented position to another that has the same pay

scale as the previous position (examples include but are not limited to: a Residential Counselor moving to an Outreach or Engagement Counselor position). Staff must be in good standing in order to transfer. Good standing is defined as not on a performance plan (DAF) within the last 6 months. See 7.4 for Relief Staff becoming a full-time staff member

When accepting a promotion to a represented position, the promoted employee has the ability to negotiate their new rate of pay based on the higher Pay Scale of their new position (examples include but are not limited to: A residential Counselor moving to a Program Specialist position, or a Residential Counselor moving to a Case manager role). The negotiation will consider the following:

- The job description and duties of the new role
- Skills and experience

### **7.4: Approval for Transfer and Promotion**

Approval is not required from any manager to apply for transfer or promotion, nor may any manager block transfers or promotions; however employees cannot transfer within the first ninety (90) days in a position.

In the case of the Relief Counselors, they cannot transfer before the completion of the probationary period of 90 days or 340 hours, whichever comes first. In the case of relief counselors, there are no internal transfers to full-time positions. A relief counselor must apply and interview for a full-time position within Larkin Street. Once an offer letter has been

extended and accepted, the staff member will resign from their current Relief position. Relief will be treated as internal candidates during the hiring process.

### **7.5: Changes in Job Description**

The Employer will notify the Union thirty (30) days in advance of any changes to job descriptions, which will be subject to the meet and confer process, except in cases where changes in job descriptions are mandated by grants or other legal mandates.

### **7.6: Case Manager Sites & Ratios**

Program management has the option to assign case managers to different sites/programs where needed if there is case load inequity. Employees will not be assigned to support more than 2 programs and location will be taken into consideration, with proximity of sites given a high priority.

All Case Manager roles have a minimum case load of 1:15. Case load maximums will be as follows:

- 1:25 for Permanent Supportive Housing (PSH)
- 1:15 for scattered site programs
- 1:20 for Site based programs
- 1:18 for combination programs (scattered site + site based)

Case managers may serve site based and/or scattered site youth. If a staff member has a case load larger than the above ratios, an Acting Assignment will take effect.

## **Article VIII: Seniority, Layoffs, and Bumping Rights**

### **8.1: Seniority**

The parties agree to abide by the principle of classification group - seniority for layoffs. Seniority, for the purpose of layoff, is defined as continuous employment with Larkin Street starting from the first date of hire in a classification/agency as a permanent employee. A seniority list shall be maintained by the Director of Human Resources and shall be available for review to any employee and the Union upon request. The list shall include the name, address, zip code, classification, and date of hire. The list provided to any employee will include only the name and date of hire. The Employer shall, upon request, provide the Union with a list of all new hires, terminated employees, and the employees on leave of absence.

In the case of the Relief Counselors, the agreement to abide by the principle of classification group shall not apply. However, seniority, for the purpose of layoff, is defined as the number of hours worked for Larkin Street starting from the first date of hire in a classification/agency as a Relief worker. In the instance where a Relief worker promotes to a permanent position, Relief hours will be counted at 50% for the purposes of permanent seniority, (for example; 80 Relief hours worked prior to promotion will count as 40 hours, or one week, for the purposes of seniority). A seniority list shall be maintained by the

Director of Human Resources and shall be available for review to any employee and the Union upon request. The list shall include the name, address, zip code, classification, and the number of hours worked as Relief staff. The list provided to any Relief employee will include only the name and number of hours worked. The Employer shall, upon request, provide the Union with a list of all new hires, terminated employees, and the employees on a leave of absence.

### **8.2: Layoff Meet and Confer Notification**

When layoffs are to be effected, the Employer will notify the Union as soon as possible. The Union, the Employer, and the employee(s) involved shall meet and confer over the circumstances, alternatives to layoffs, and impacts of layoff.

### **8.3: Layoff Notification Requirement**

Employees subject to the provisions of this Section shall be given written notice as soon as possible, but not less than thirty (30) calendar days (unless the Employer is given less notice during funding negotiations) written notice prior to the effective date of layoff. The Union shall receive concurrent written notice.

### **8.4: Seniority Bumping Rights and Layoff Process**

When a reduction in the workforce is needed due to lack of work or lack of funds,

1. Affected non-probationary employees will be placed in an open position in the bargaining unit by seniority and where they meet the minimum qualifications. This step will occur before bumping.
2. If there are not enough open positions, the Employer will designate positions held by temporary and probationary employees as open for which the affected non-probationary employees may bid by seniority, as long as they meet the minimum qualifications.

In the case of the Relief Counselors, the Employer shall designate Relief positions held by temporary and probationary employees as open for which the affected non-probationary employees may bid by seniority, as long as they meet the minimum qualifications.

If, after step 2, there are still not enough open positions to accommodate the affected employees, an employee with greater agency seniority may bump an employee with less seniority in the same classification, or in a lower classification in the same classification series. In addition, an employee may bump an employee with less seniority in a lower classification (not in the same classification series) if the employee has worked six months in the lower classification, or has more seniority and meets the minimum qualifications of the position. A temporary or relief employee may not bump or replace a regular permanent employee, regardless of the employee's seniority.

3. None of the above shall conflict with the goals of Affirmative Action.
4. If bumping rights are identified and there is an alternative to layoff, the Employer will notify the Employee and the Union, and the Employee will have ten (10) working days to decide to exercise the employee's bumping rights.
5. Bargaining unit employees designated as laid-off shall also have an option for voluntary layoff.
6. If the affected staff member meets the minimum qualifications for and transfers into a new position, but requires additional training, the employer will provide necessary training. The affected staff who transfers into the new position will serve a ninety (90) day probationary period. Rights, privileges, and protections related to Union representation and seniority will remain in place.

#### **8.5: Medical Coverage for Laid Off Worker**

If a layoff occurs, and the employee is enrolled in one of the Employer's medical plans, the coverage will continue for 30 days following the effective date of layoff. Laid off employees will have all rights to COBRA coverage.

#### **8.6: Recall Rights**

1. The Employer shall recall all laid off employees prior to the hiring of any new employee for which the laid off employee(s) meet(s) the qualifications of the position. Recall shall be accomplished in inverse order of layoff from the program. If a position becomes available for which the laid off employee meets the minimum requirements of the position, the employee shall be offered the position. An employee called back to a position in a different program from which the employee was laid off shall serve a ninety (90) day probation period for which they will be entitled to all rights, privileges and protections related to Union representation and seniority will remain in place. In the event that an employee is not satisfied with the new position, or in the event that the employer is not satisfied with the employee's performance in the new program, the employee, the employer, and the union shall meet to discuss alternatives and/or other options. If none are found, the employee shall return to layoff status. Upon return to the layoff list, the employee shall have recall rights for the remainder of the twelve (12) month layoff period. Any employee recalled following layoff shall retain all credit for service from the date of hire, excluding the period of layoff, and shall be entitled to accrue benefits under this Agreement, upon recall, in the basis of such seniority. An employee called back to a position in a different program from which the employee was laid off shall have the right to return to the program of original lay off should a vacancy subsequently occur in that program, within one (1) year of the recall date, provided however, that the employee meets the minimum requirements of the position and such action is not inconsistent with Affirmative Action.

In the case of Relief Counselors, the Employer shall recall all laid off Relief employees prior to the hiring of any new Relief employee for which the laid off Relief employee(s) meet(s) the qualifications of the position. Recall shall be accomplished in inverse order of layoff.

- 2. A laid-off employee shall remain on the layoff list for a period of twelve (12) months. Employees on layoff shall be responsible for informing the employer of current address and telephone number while on layoff.
- 3. An employee shall have the right of two (2) refusals of recall should both recalls be to a site other than the one in which the layoff occurred.

In the case of the Relief Counselors, paragraph number three (3) shall not apply.

- 4. An employee refusing first recall to the same site in which the layoff occurred or refusing third recall to any site shall be stricken from the layoff and seniority lists.

In the case of the Relief Counselors, a Relief employee refusing recall shall be stricken from the layoff and seniority list.

**8.7: Recall Notification**

The Employer shall inform the employee of recall by use of certified mail, restricted delivery, and personal email if on file. The employee shall have fourteen (14) calendar days from the date of post mark to inform the Employer if the position is accepted. If an employee rejects recall as provided in 8.6 above, such rejection shall be in writing or the employee will be stricken from the seniority and layoff lists.

**8.8: Severance**

Severance Pay is as follows:

- 0-2 years.....4 weeks of severance pay
- 2-4 years.....5 weeks of severance pay
- 4 or more years.....6 weeks of severance pay

An employee who accepts severance pay shall forfeit all holdover rights.

Relief Workers will earn one (1) year of service, in relation to severance pay, for every 2080 hours worked. When calculating a week’s pay for Relief Workers the following formula will be applied: one (1) week’s pay is equal to the average number of hours worked per week over the last twelve (12) months. Should this occur before a Relief Worker has a full year of service with The Employer the average will be calculated over the course of employment.

## **8.9: Seniority During Absence**

Seniority is continuous during authorized leaves of absence; however, no additional seniority is accrued during leaves of absence long than sixty (60) days.

In the case of Relief Counselors, the Seniority During Absence agreement does not apply.

## **Article IX: Hours of Work**

An Employee's workday shall be determined upon hire and may be adjusted by the appropriate manager or supervisor subject to Article XXXI: Work Schedule Changes. The Employer will pay employees for all hours worked that includes all breaks. Conversely, the Employer expressly prohibits employees from working when they are not recording their hours, in the event for any reason an employee forgets to punch into their shift, they shall report it immediately to their on duty supervisor and time will be counted from time first arrived into the building. The obligation to record all hours worked includes time worked in an Employer facility, and time worked off-site. All site-based employees must clock in using a time clock, desktop computer, or laptop located onsite.

### **9.1: Breaks**

Rest breaks shall be provided as specified in this Agreement.

One fifteen (15) minute paid rest break should be taken for each four (4) hours of work or a major fraction thereof. Employees receive a first fifteen (15) min rest break for any shift/work period longer than 3 hours, 29 minutes. Employees are entitled to a second fifteen (15) minute paid rest break when working any shift/work period longer than 5 hours and 59 minutes. Employees are entitled to a third fifteen (15) minute paid rest break when working any shift/work period longer than 9 hours and 59 minutes.

The rest break should be taken, as near as possible to the middle of the work period. Rest breaks may not be waived or combined to make one longer break.

Employees are responsible for taking their scheduled breaks. Employees are responsible for altering their supervisors immediately if they are unable to take their scheduled breaks due to business needs or for any other reason. Employees who do not receive the opportunity to take a rest break will be entitled to receive premium pay.

Meal periods shall be provided as specified in this agreement. If the employee works more than five (5) hours in a workday then a thirty (30) minute meal break will be provided, which will be paid. If the employee works more than ten (10) hours, the employee is entitled to a second thirty (30) minute meal break. Breaks and meal breaks cannot be combined or taken immediately at the beginning or ending of a shift. Meal periods are mandatory.

Employees are required to record their shifts via a time clock. If no such method is available, employees are still required to report any time worked by submitting a Missed Hours Form or a Punch Time Request in Paycom to accurately reflect the hours they worked.

Employees must record the actual start time and actual end time of all meal periods, including any on duty meal periods. Employees are not required to record time for paid rest breaks.

Employees must record the actual start time and actual end time of all meal periods, including any on-duty meal periods. Employees are not required to record time for paid rest breaks.

During the first meal period, employees are free to leave the premises, and they are relieved of all duty, unless required to take their rest break on the Employer's premises in order to remain in compliance with Community Care Licensing regulations which state in essence:

Transitional residential programs shall have at least one direct care staff person on duty, on the premises, any time clients are in the facility. Employees may take their rest break off premises only if their program will remain in compliance with licensing regulations.

The parties agree that the nature of the work during the swing/overnight shifts may prevent an employee from being relieved of their duty. In certain facilities, where there is only one employee on duty, and that employee is responsible for the well-being of the residents of that facility and responsible to respond immediately to an incident. Leaving the facility or leaving residents unattended could create an unreasonable risk to the residents. Accordingly, employees assigned to such work will be asked to sign a written on-duty meal period. That agreement will require the employee to agree to remain on premises during the paid on-duty meal period. If the employee has a legitimate need to leave the facility, they must contact the On Call Manager for support before they leave the premises. The employee may revoke that written agreement at any time and in any manner of writing, with the understanding that the existence of a valid on-duty meal period agreement may be required for certain assignments. The Employer will not retaliate against any employee who revokes a written on-duty meal period agreement, but the parties agree that reassignment to a shift that does not prevent an employee from being relieved of all duty does not constitute retaliation. The on-duty meal period is paid, and should last not less than 30 minutes, if an employee does not have a legitimate reason to leave the premises, they may order their food during a paid period and when their food arrives, they can clock out for their lunch. If work requirements require the interruption of a paid on-duty meal period, the employee will be paid for the meal period and will also receive a meal period premium.

Employees are responsible for alerting their supervisors immediately if they are unable to take their scheduled meal period due to business needs or for any other reason, or in the event that an on-duty meal period is interrupted. Employees who do not receive the opportunity to take a meal period or who's on duty meal period has been interrupted will be paid an additional meal period premium.

## **9.2: Relief Availability**

On a monthly basis each Relief Counselor must complete an availability form provided by Human Resources. This will outline Relief Counselor availability for the following month. Should an unforeseen circumstance arise affecting the availability of an employee, that employee must notify Human Resources as soon as possible. If a Relief Counselor cancels "an availability" within forty eight (48) hours, such cancellation shall require no explanations and there shall be no penalties to said employee.

The Employer shall maintain a seniority list, which shall be updated monthly and provided to management and the union, upon request, along with the availability forms.

After the forty eight (48) hours cancellation period has passed, Relief Counselors can reject offered shifts subject to the following conditions:

- (A) For good cause (illness, injury, vacation, working for another employer).
- (B) Three rejections in a quarter without good cause will result in the Relief Counselor going to the bottom of the calling list.
- (C) In the event a Relief Counselor fails to work a shift in four (4) consecutive pay period this may result in the Relief Counselor's automatic separation unless and employee is on an authorized protected leave (e.g. FMLA, CFRA, Workers' Compensation, etc.) or, an approved absence (with good cause) as defined in (A). Individuals would then have to reapply as a new employee to be considered for further employment with the Employer.

### **9.3: Cancelling Shifts**

When a Relief Counselor is offered and accepts shift assignment(s), and the Employer cancels said work, the Employee will be paid four (4) hours straight pay or offered another shift on the same day with comparable hours.

When a Relief Counselor is offered and accepts shift assignment(s), and the Employee cancels said work, this will be treated as a 'No Call/No Show' unless notification follows the Attendance Policy. If the employee cancels said work using the notification process under the Attendance Policy it will count as a rejection, as outlined above, with the exception of those falling under illness or injury. Documentation of the illness or injury may be required in the form of a medical note, as determined by the Employer.

## **Article X: Leaves of Absence**

It is agency policy to consider granting leaves of absence to eligible employees who must be away from their jobs for reasons of civic duty or due to circumstances beyond their control. Such leaves may be granted with full pay, partial pay or without pay. Generally, the circumstances under which leaves will be considered are set forth below. The agency follows all applicable state and federal leave laws. Please contact the Human Resources Department to confirm your specific eligibility and pay status for any leave of absence that may become necessary.

In the case of Relief Counselors, Relief employees will not be penalized for rejecting shifts if the rejection is the result of a leave of absence mentioned in this section. Relief Counselors shall use Paid Time Off (PTO) for the purpose of leaves.

### **10.1: Family Care and Medical Leave**

Consistent with the requirements of the Federal Family and Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA) of 1993, as amended, employees who are employed at a work site which has at least fifty (50) employees within seventy-five (75) miles of that worksite; have completed one (1) year of employment with the agency; and have worked a minimum of 1250 hours in the year preceding the leave will be eligible for a maximum of twelve (12) weeks (or in the case of Service member Caregiver

Leave up to twenty-six (26) weeks) of unpaid leave in a twelve (12) month period in the following circumstances:

1. For reason of birth of a child of the employee, or in connection with the adoption or foster care of a child by the employee;
2. To care for a parent, child, or a spouse who has a serious medical condition;
3. Because of an employee's own serious health condition that makes the employee unable to perform one or more of the functions of the employee's position;

In addition to those circumstances listed above, for purposes of eligibility for CFRA, and FMLA, the following definitions apply: "Spouse" includes the employee's domestic partner and "Child" includes children of an employee's domestic partner.

### **10.2: Military Exigency Leave**

To deal with a "qualifying exigency" related to or affected by the active military duty or call to active military duty of the employee's spouse, child or parent (example of qualifying exigencies include short notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities). For additional information on what constitutes a "qualifying exigency," please contact the Human Resources department.

### **10.3: Service Member Caregiver Leave**

To care for a spouse, son, daughter, parent or next of kin who is a member of the Armed Forces and who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or on the temporary disability retired list, for a serious illness or injury incurred in the line of duty while on active duty.

The total maximum leave for Service Member Caregiver Leave is twenty-six (26) weeks in a special twelve (12) month period that begins on the first day the employee takes Service member Caregiver Leave. This type of leave is a one-time entitlement, but additional leave is available for subsequent illnesses or injuries or for additional family members in the Armed Forces.

### **10.4: General Regulations**

For all types of Family and Medical Leave (including Military Exigency Leave), the combined maximum is twelve (12) weeks of leave in a standard twelve (12) month period, offset by any Service Member Caregiver Leave taken within the same period. The standard twelve (12) month period used to calculate the maximum leave entitlement for these types of Family and Medical Leave shall be a rolling twelve (12) month period measured backward from the date an employee uses such family medical leave. Thus, each time an employee takes family medical leave, the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

Family care leave taken as indicated in Article X: 10.1.1 must occur within one (1) year of the qualifying birth, adoption or foster care placement.

An employee who is eligible may take a disability leave of absence for pregnancy, childbirth, and related conditions for the period of actual disability, up to eighty-eight (88) business days, and may in addition take twelve (12) work weeks of Family Medical Leave as afforded by CFRA.

Employees requesting Family Care and Medical Leave to care for a child, spouse, or parent with a serious health condition, or Service member Caregiver Leave must provide medical certification of the individual requiring care. The medical certificate must state: the date the condition started; how long it is expected to last; how much time the medical care provider estimates the employee will be needed to care for the individual requiring care; whether intermittent leave is needed; and that the condition requires the employee to provide care.

The agency may require that the employee obtains subsequent recertification regarding the employee's own serious health condition or that of the child, spouse, or parent, if circumstances change.

The employee requesting Family Care and Medical Leave because of his or her own serious health condition must provide medical certification of the condition, to be issued by their health care provider within fifteen (15) days after the employee made a request for leave. The medical certification must state: the date the condition started; how long it is expected to last; whether intermittent leave is needed.

Employees disabled by work-related injuries will be granted leave consistent with the requirements of all applicable laws.

During Medical Leave, Larkin Street will continue to pay a portion of the employee's health insurance costs as if the employee were actively at work, for a maximum combined total of twelve (12) weeks (or twenty-six (26) weeks for Service member Caregiver Leave) in the applicable twelve (12) month period. Participating employees will be required to pay their portion of the applicable premium. Employees who fail to pay their portion of the benefits will be placed on COBRA, providing that timely notice is sent to them. Employees who exhaust their 12-week (or twenty-six (26) week) benefit entitlement may continue coverage at their own expense pursuant to COBRA.

Employees must give reasonable advance notice of the desire to take Family Care and Medical Leave in circumstances where the need for such leave is foreseeable. Leaves to accommodate planned medical treatment should be scheduled to avoid disruption in agency operations. Where the need for leave is unforeseeable, employees must give notice as soon as practical, generally no later than the first day of absence.

Upon return from Family Care and Medical Leave, employees will be returned to their previous position, or a comparable position will be made available to them.

As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee must obtain certification from the employee's health care provider that the employee is able to resume work.

### **10.5: Pregnancy Disability Leave and Accommodation**

In addition to the provisions set forth herein, which cover other disabilities, the following policy applies to pregnancy disability or pregnancy-related disability and shall not be used for child rearing and/or adoptions. These provisions supersede the more general medical disabilities provisions where there is a conflict.

Pregnancy disability leave is granted when an employee is "disabled" due to pregnancy, childbirth or a related medical condition. (The extent and limitations of the disability, and any accommodations needed, should be based on the written advice of a physician or other licensed health care practitioner.)

The maximum pregnancy disability leave of absence shall not exceed four (4) months (88 work days) for each pregnancy; however, other leaves may be combined in accordance with state and federal law. Pregnancy disability leave does not need to be taken in one continuous period of time. The decision regarding when to notify the agency and to begin pregnancy disability leave will be determined by the specific medical circumstances of each case and the employee's licensed health care practitioner; however, the employee should give the agency the maximum notice possible of the date the leave will commence, the estimated duration of the leave, and the estimated date of return.

Previously earned, unused sick leave must be used in connection with the pregnancy disability leave as required for other disability leaves. In addition, the employee may choose to be paid any earned, unused vacation benefits during the leave. After sick leave and elected vacation benefits have been applied, the remainder of the leave shall be unpaid.

In order to return to work, the employee must notify the agency, as far in advance as possible, and provide a written medical release to return to work. For pregnancy disability leaves lasting four months or less, the agency will endeavor to return the employee to the employee's original job on the date the employee's leave ends. If the original job is unavailable, the employee will be returned to a substantially similar job, unless the job has ceased to exist due to legitimate business reasons.

In addition, an employee who is affected by pregnancy or a related medical condition is eligible for reasonable accommodation, including transfer to an available position or duties that are less strenuous or hazardous. The employee must provide the agency with a certification from the employee's licensed health care provider stating the nature of the accommodation or transfer requested, that the accommodation or transfer is medically advisable, and the period during which the accommodation/transfer is needed.

## **10.6: Medical Donor Leave**

In accordance with California law, the agency provides paid leave to organ donors and bone marrow donors as follows:

An employee who is an organ donor shall be provided a leave of absence of up to 30 days in a one-year period for the purpose of donating an organ to another person. The employee will be required to take up to two (2) weeks of unused accrued sick leave and/or vacation time at the start of the leave. Thereafter, the leave shall be paid.

In the case of the Relief Counselors, they will be required to take up to two (2) weeks of unused Paid Time Off (PTO) for the purpose of that leave.

An employee who is a bone marrow donor shall be provided a leave of absence of up to five (5) days in a one-year period for the purpose of donating their bone marrow to another person. The employee will be required to take up to five (5) days of unused accrued sick leave and/or vacation time during this leave period. To the extent such accrued paid time benefits do not cover the entire leave period, the remainder of the leave shall be paid.

In the case of the Relief Counselors, they will be required to take up to five (5) days of unused Paid Time Off (PTO) for the purpose of that leave.

Medical Donor Leave may be taken all at once or on an intermittent basis. During Medical Donor Leave, the agency will maintain all group health plan benefits as if the employee were actively at work. Employees requesting Medical Donor Leave will be required to provide a medical certification (I) verifying that the employee is an organ or bone marrow donor; (II) that there is a medical necessity for the donation of the organ or bone marrow; and (III) stating the dates during which the employee will be absent due to the donation.

Upon completion of Medical Donor Leave, the employee will be reinstated to the same or equivalent position as that held when the leave began, unless conditions unrelated to the leave prevent reinstatement. Medical Donor Leave does not constitute a break in service for purpose of salary adjustments, sick leave, vacation, or seniority.

Medical Donor Leave taken under this policy is in addition to any leave to which the employee is entitled under the Family Care and Medical Leave policy, above.

## **10.7: Paid Family Leave Benefits**

Employees may be eligible for benefits under a California State sponsored wage loss protection program called Paid Family Leave (PFL) when they are off work because of the need to care for an ill family member or a new child. Employees must file claims directly with the state to receive benefits following a seven (7) calendar day, non-payable wait period. The maximum paid leave benefit available under the program is six (6) paid weeks within a 12 month period. Employees may be required to use up to two (2) weeks of accrued but unused vacation while on PFL leave. Employees are required to notify the agency of the need for PFL by using the Request for Leave of Absence form to specify the leave terms. Periods

during which an employee is receiving PFL benefits run concurrently with any leave to which the employee is entitled.

### **10.8: Military Leave**

Employees who are absent from work due to military or other uniformed service may request and be granted an unpaid leave of absence in accordance with federal and state laws governing such leaves. In the alternative, Employees may elect to exhaust vacation, Paid Time Off (PTO) or other accrued leave for a period of active service. Employees who have annual military obligations are required to schedule their leave with the agency as far in advance as possible. Military leave is available for the following purposes:

- Initial active duty for training
- Active duty
- Inactive duty for training
- National Guard duty
- Examination to determine the fitness for duty
- Funeral honors duty

"Uniformed services" includes the Armed Forces (Army, Navy, Air Force, Marines, Coast Guard) and the reserves components of each, Army National Guard and Air National Guard, commissioned corps of the Public Health Service, and any category designated by the President in time of war or national emergency.

Generally, Military Leave is unpaid and for the time period required for military service or training, up to five cumulative years unless extended for reasons otherwise provided by law. To be reinstated, the employee must notify their supervisor of the employee's intention to return to work within the legally required time after release from military obligations. Generally, upon return to work, the employee will be reinstated to their position, or a position of similar job and pay status.

Employee group insurance benefits remain in effect for up to 30 days and thereafter employees may continue coverage at their own expense under COBRA.

### **10.9: Leave for Military Spouses and Domestic Partners**

Eligible employees may take up to 10 days of unpaid leave during the period the employee's spouse or registered domestic partner is home on leave from deployment during a period of military conflict.

Eligibility requirements for this type of leave are as follows:

The employee must be regularly scheduled for work at least 20 hours per week;

The employee's spouse or domestic partner must (a) be a member of the U.S. Armed Forces, National Guard, or military reserves who has been deployed during a period of military conflict (as defined in California Military Code section 395.10); and if a member of the U.S. Armed Forces, has been deployed to an area designated as a combat theater or combat zone by the President of the United States.

An employee wishing to take this kind of leave must give the agency advance notice of the leave, within two business days of receiving notice that the spouse or domestic partner will be on leave from deployment. The employee must also submit written documentation of the dates that the spouse or domestic partner will be on leave from military deployment. This type of leave runs concurrently with Military Exigency Leave taken for a spouse's rest and recuperation.

#### **10.10: Time Off to Vote**

Reasonable time off will be permitted to vote in local, state and federal elections. A maximum of two paid hours will be given if, due to work schedule and commuting distance, it is impossible for the employee to vote either before or after working hours. If time off will be needed for voting, the employee must request such time off 3 days prior to the election.

#### **10.11: Jury and Witness Duty Leave**

The Agency grants paid leave up to five (5) days per year to employees who have been with the Agency for a minimum of three (3) months and are called for jury duty or subpoenaed to testify as a witness in order to fulfill their civic obligations. Thereafter jury and witness duty is unpaid. The employee will need to present an official payment voucher or subpoena to the agency as proof of attendance and sign the payment voucher or witness fee check over to the agency, or reimburse the agency for that amount before receiving regular pay.

Relief workers are not eligible for paid jury and witness duty leave. However, management will not penalize Relief workers for rejecting shifts while called for jury duty or subpoenaed to testify as a witness in order to fulfill civic obligations. The employee will need to present an official payment voucher or subpoena to the agency as proof of attendance to ensure protection.

#### **10.12: Bereavement Leave**

If the employee experiences a death of an Immediate Family member or cohabitant, Larkin Street will grant a leave of absence of up to three (3) paid working days to regular full-time employees (defined below). Regular full-time employees will be granted an additional two (2) days off without pay. If additional time is needed, an employee may elect to use vacation time.

Relief workers are not eligible for paid Bereavement Leave. However, management will not penalize Relief workers for rejecting shifts for up to five (5) days if the employee experiences a death of an *Immediate Member* or cohabitant.

*Immediate Family* as defined by the San Francisco Office of Labor Enforcement Standards (child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse or registered domestic partner under any state or local law. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships)

At its discretion, Larkin Street reserves the right to require evidence to support the employees request for bereavement leave, such as an obituary notice.

### **10.13: Alcohol and Drug Rehabilitation Leave**

Employees are entitled to time off to participate in alcohol and drug rehabilitation programs. The employee may use any accrued sick or vacation during this leave.

In the case of the Relief Counselors, they shall have the option to use their unused Paid Time Off (PTO) for the purpose of that leave.

### **10.14: Leave for Victims of Serious Crime**

The agency allows an employee who is the victim of a crime, or whose *Immediate Family* member or cohabitant is the victim of a serious crime, to take time off to attend judicial proceedings relating to the crime. *Immediate Family* member as defined by the San Francisco Office of Labor Enforcement Standards (child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse or registered domestic partner under any state or local law. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships) Advance notice is required unless this is not feasible. The agency also requires documentation verifying the judicial proceedings. The time off is unpaid, but employees may elect to use their accrued vacation for such absences.

In the case of Relief Counselors, they shall have the option to use their unused Paid Time Off (PTO) for the purpose of that leave. Relief workers who take leave under this section will not be penalized for rejecting shifts during the judicial proceedings.

### **10.15: School Meeting/Conference Leave**

The agency will allow time off to employees who are the parent or guardian of a child and who need to attend a school meeting. Employees must give notice to their supervisor as soon as possible that they need time off for a school meeting. The agency may require the employee to provide documentation from the school to show that the school required the meeting and the employee's participation at the meeting. Generally, school meeting/conference leave is unpaid time off. However, all employees may use any accrued vacation during their school meeting/conference leave.

In the case of the Relief Counselors, they shall have the option to use their unused Paid Time Off (PTO) for the purpose of that leave.

### **10.16: School Activity Leave**

Employees who are parents, guardians or grandparents with custody of one or more children in a licensed day care facility or school (from birth through grade 12 or age 18) will be permitted up to forty (40) hours off per school year, without pay, to a maximum of eight (8) hours per calendar month, to participate in school activities, regardless of the number of children in school.

Employees must give notice to their supervisor as soon as possible that they wish to take time off for a child's school activity. The agency may require the employee to provide documentation from the school

to verify participation. Generally, school activity leave is unpaid time off. However all employees may use any accrued Vacation during their school activity leave.

In the case of the Relief Counselors, they shall have the option to use their unused Paid Time Off (PTO) for the purpose of that leave.

### **10.17: Volunteer Civil Service Leave**

Employees may take time off to perform emergency duty or required associated training as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees must give notice to their supervisor as soon as possible that they wish to take time off for Civil Service. Generally, Civil Service leave is unpaid time off. However all employees may use any accrued Vacation during their Civil Service leave.

### **10.18: Civil Air Patrol Leave**

The Agency will provide an employee who is a volunteer member of the California Wing of the civilian auxiliary of the United States Air Force (known as the Civil Air Patrol) up to ten (10) days per calendar year of unpaid leave to respond to an emergency operational mission of the Civil Air Patrol.

## **Article XI: Professional Conference Leave**

At the Employer's discretion, Employees may attend training events (conferences, courses, classes, institutes and workshops) that the Employer determines will enhance an Employee's work performance. Employees should make written request to attend a training event in advance.

The Employer will pay normal expenses to attend those training events required by the Employer. Expenses include time worked, public transportation costs, mileage at the current IRS rate, parking costs, toll charges, lodging, and tuition. Meals may be included if the event is more than six (6) hours in duration. The Employer and Employee may mutually agree to share the costs of a training not required but agreed to enhance an Employee's work performance. The Employer will advance payment to vendors for all training fees, as long as sufficient notice is provided for the check to be prepared on the regular billing cycle. Employees must provide proof of attendance at trainings. If proof cannot be provided, the Employee may be asked to reimburse the Employer for the cost of the training.

## **Article XII: Sick Leave**

The agency provides for a reasonable number of paid days off due to an employee's illness, injury, or that of the employee's immediate family as defined by the SF Office of Labor Enforcement Standards (child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse or registered domestic partner under any state or local law). These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships.

## 12.1: Use of Paid Sick Leave

San Francisco's Paid Sick Leave Ordinance provides that employees may use paid sick leave not only when they are ill, injured, or for the purpose of received medical care, treatment, or diagnosis, but also to aid or care for a family member or a designated person (discussed below) when they are ill, injured, or for the purpose of receiving medical care, treatment, or diagnosis. The employee must provide reasonable notice to use paid sick leave.

In addition to immediate family members listed above, employees may designate one person for whom the employee may use paid sick leave to provide care. The employee must make this initial designation no later than 30 hours after starting to accrue sick leave, and the agency also provides an annual ten (10) day window during Open Enrollment to name or change the designated individual. To do so, the employee must complete the 'Designated Individual' form in the 'New Hire Package'. If the form is not returned to HR within this window, the employee waives the right to designate a person until the next Open Enrollment.

Time off for medical and dental appointments can be treated as sick leave.

## 12.2: Accrual of Sick Leave

For all regular full-time employees, sick leave accrual balances are updated per pay period in accordance with the table below. No sick leave benefits are accrued while the employee is on a leave of absence. Part-time employees shall accrue sick leave on a pro rata basis.

Sick Accrual Schedule			
Length of Service	Per Pay Period Accrual (hrs)	Estimated Annual Accrual (hrs)	Maximum Accrual (hrs)
0 months or more	4	96	160

Once an employee reaches the maximum accrual, the employee is not eligible to accrue additional sick time hours until unused sick time is taken.

Sick leave may be used as it is accrued, however, employees cannot use sick leave before it has accrued, resulting in a negative sick leave balance.

Relief employees receive PTO (Paid Time Off) in lieu of sick leave. PTO used as sick leave follows the stipulations set out under the sick leave section.

### **12.3: Sick Leave Notification**

Employees must personally contact the agency or arrange for someone else to contact the agency to inform the agency of the employee's inability to report for work prior to the employee's regularly scheduled starting time on each day that the employee is out. If the employee knows in advance of a pending absence (e.g., a scheduled surgical procedure), the employee is required to notify their supervisor immediately to allow as much time as possible to make scheduling arrangements.

An employee taking three (3) or more consecutive shifts as sick leave may be required to present a doctor's statement indicating the nature of the illness or injury, upon return to work.

This policy applies to regular, temporary full-time and part-time employees.

### **12.4: Pay Schedule for Sick Leave**

Sick leave pay shall be computed at the employee's regular straight-time hourly rate, only for days on which the employee would otherwise have been scheduled to work, and will commence on the first scheduled work day of absence.

Once sick leave benefits are exhausted, employees may use up to twelve (12) hours per year of accrued vacation as sick leave.

Accrued but unused sick leave benefits will revert back to the agency upon termination of employment.

If an employee is absent on paid sick leave and a set holiday occurs during such an absence, that day shall not be charged against the employee's sick leave accrual.

If, while on vacation, an employee is ill or hospitalized for five (5) or more consecutive shifts or for forty (40) consecutive scheduled work hours, the employee may use accrued sick leave for such period of time, provided a doctor's certificate verifying that the employee was unable to work is presented upon return to work.

There will be no 'cash-outs' or donation of sick time.

## **Article XIII: Domestic Violence or Sexual Assault Leave**

If an employee is a victim of domestic violence or sexual assault, the employee may take an unpaid leave of absence. Accrued but unused paid time off benefits (vacation, sick, floating holidays) may be used for this type of leave. The maximum length of unpaid leave an employee may take under this policy is twelve (12) weeks. Reasons for leave include:

- To obtain or attempt to obtain any legal relief, including but not limited to a temporary restraining order or other injunctive order.
- To help ensure the employee's or the employee's child's health, safety or welfare.
- To seek medical attention for injuries caused by domestic violence or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence or sexual assault.

- To participate in safety planning and to take other actions to increase safety from future domestic violence.

Employees who seek to take time off for these reasons must give the agency reasonable notice. However, if an unscheduled or emergency court appearance is required for the health, safety, or welfare of the victim or the victim's child, the employee need not provide advance notice, but in this situation we require the employee to provide evidence that the employee has appeared in court. The agency will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

Relief employees may use their accrued but unused PTO benefit for this type of leave.

## **Article XIV: Holidays**

### **14.1: Recognized Holidays**

Larkin Street recognizes the following annual holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Three (3) Floating Holidays (FH) –for Regular Full Time employees to be used during the fiscal year

If a holiday falls on a Saturday or Sunday, the holiday may be recognized on the preceding Friday or following Monday, depending on staffing needs.

Regular part-time employees receive holiday benefits on a pro-rated basis, dependent on their regularly scheduled hours.

Relief employees shall not receive annual holiday benefits.

There will be no 'cash-outs' of: holiday hours, holiday compensation hours or floating holiday hours.

#### **14.2: Floating Holidays**

Regular, Full-time Employees are eligible for three (3) Floating Holidays per year. New hires become eligible after completion of their 90 day probationary period. There is a cap of 24 hours at any given time. Additional Floating Holiday hours will not be given until bank is below 24 hours. Relief counselors are not eligible for Floating Holidays

#### **14.3: Holiday Pay Eligibility**

All eligible regular full-time employees will receive holiday pay even though no work is performed on the above-mentioned holidays. If eligible, employees will be paid for such holidays based on regularly scheduled hours for that day at regular straight-time hourly wage rate. To receive holiday pay, an employee must work the last regular workday preceding the holiday and the first regular workday following the holiday unless excused by the agency. A doctor's certificate may be required to verify an employee's inability to work on that day.

When holidays fall during an employee's Vacation, the employee will receive holiday pay and the day will not be charged as a Vacation day, provided the employee otherwise meets the eligibility requirements. In the event that the holiday falls during an employee's unpaid leave of absence, the employee will not be eligible for holiday pay.

In the case of the Relief Counselors, the Holiday Pay eligibility agreement shall not apply.

#### **14.4: For Employees Who Work Actual Holidays**

The Holiday will be observed on the day it occurs, including a weekend day. Non-exempt employees who work that day will enter the hours as "Worked" and will be paid double time.

Management will initially take volunteers to work all required shifts on the following holidays: Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day. If additional shifts need to be filled, management will fill them in inverse seniority order.

#### **14.5: For Non-Exempt Staff Who are Scheduled Off on Holidays**

Non-exempt employees whose scheduled day off falls on an agency paid holiday will receive hours as compensation for the holiday. These hours will be indicated on the employee's time record as "worked" hours and can be used for future planned paid time off.

## Article XV: Vacations

### 15.1: Accrual of Vacation

For all regular full-time employees, vacation time accrual balances are updated every pay period, in accordance with the table below. Part-time employees receive vacation on a pro rata basis. No vacation time benefits are accrued while the employee is on a leave of absence.

#### Vacation Accrual Schedule

Length of Service	Monthly Accrual (hrs)	Annual Accrual(hrs)	Maximum Accrual (hrs)
1 - 24 months	10	120	180
25 - 48 months	13.33	160	240
49 months or more	16.67	200	300

In the case of the Relief Counselors, in the event a Relief Counselor becomes permanent, 50% of the hours worked from the date hired as a Relief Counselor shall be counted towards their length of service for the purpose of vacation accrual.

In the case of the Relief Counselors, Relief employees, shall accrue one (1) hour of Paid Time Off (PTO) for every twenty (20) hours worked. PTO accrued shall not exceed 180 hours.

Once you have accumulated the maximum benefit, you are not eligible to accrue additional vacation time until accrued but unused vacation time is taken and your vacation balance falls below the maximum accrual limit.

### 15.2: Scheduling Vacation

Advance approval is necessary for all vacations. Employees must complete a vacation request and have it approved by their supervisor prior to the beginning of the requested vacation. The supervisor will respond to vacation requests within 5 business days of the submission of the request, unless on leave. Requests may be submitted up to twelve (12) months in advance. Accrued vacation time cannot be taken until after successful completion of the introductory probationary period, unless agreed by management prior to hire/promotion/transfer date, and at no time can an employee take more vacation than has been accrued.

The Employer will try to arrange vacation schedules to fit each individual's preferences; however, final scheduling consideration must include operational and staffing needs of the agency. Where operation

needs prevent all vacation requests from being approved as submitted, seniority will determine the order of preference.

### **15.3: Carryover**

Larkin Street encourages all employees to take their earned vacation time each year. However, if you do not use your entire vacation time in the year after it is accrued, the remaining balance is carried forward up to the maximum accrual limit.

Any available vacation accrued pro-rata through the final date of employment will be paid to an employee upon termination of employment.

There will be no vacation 'cash-outs' during employment.

Relief workers who transfer to permanent employment shall have their accrued PTO hours rolled over to their permanent employment status as vacation.

### **15.4 Sabbatical**

After five (5) years of employment, employees in good standing (no 2<sup>nd</sup> written warning fully resolved through the grievance/arbitration procedure within the previous six (6) months) are entitled to take a sabbatical consisting of 160 hours of paid leave. This sabbatical must be taken by the end of the employee's eighth (8<sup>th</sup>) year of employment, otherwise this sabbatical is forfeit.

After ten (10) years of employment, employees in good standing (no 2<sup>nd</sup> written warning fully resolved through the grievance/arbitration procedure within the previous six (6) months) are entitled to take a second sabbatical consisting of 160 hours of paid leave.

The purpose of the sabbatical is to conduct research, volunteer at another homeless youth organization, undertake special coursework directly related to the field, or some other purpose designed to enhance the employee's future contribution to Larkin Street. If an employee voluntarily resigns within three (3) months of returning from sabbatical, the sabbatical hours may be converted to vacation hours, reducing the employee's accrual.

Employees have the option of receiving a bonus of \$2,100 in lieu of the Sabbatical benefit at year ten (10).

The Sabbatical is not an accrued benefit and is not paid out upon termination.

In the case of the Relief Counselors, the Sabbatical agreement shall not apply.

## **Article XVI: Wages**

Represented employees shall receive the following wage increases.

A	Effective November 1, 2023	4%
	Effective November 1, 2024	4% (Wellness Stipend Discontinued)
	Effective November 1, 2025	4% (Wellness Stipend Discontinued)

B. In addition to the above, all represented employees will receive the following step increases on their anniversary date with the agency, as specified below.

- Step 1 (5 Years of Service) 4.5%
- Step 2 (10 Years of Service) 4.5%

C. Minimum Wage Compensation Changes: The Employer agrees to reopen the contract to meet and confer over increases to state or local compensation requirements no later than 6 months prior to the effective date of enforcement and implementation of said wage legislation.

Relief Counselors Wages:

A. The Relief Counselors shall receive a wage increase equivalent to the Permanent Residential Counselor's wages. Upon the ratification of this agreement, the Relief Counselors shall have a base pay of \$22.00. If and when the Permanent Residential Counselors receive an increase, to their base wage, the Relief Counselors shall receive the same increase.

Longevity Pay:

Employees shall receive the following longevity pay bonuses as a one off payment upon completing the following years of employment:

Upon completing 2 years - \$500

Upon completing 3 years - \$500

Upon completing 5, 10, 15 and 20 years - \$1,500

Retirement Contributions:

Upon hire employees will participate in Larkin Street's 403 (b) Retirement Plan. Larkin Street agrees to match up to two percent (2%) of the employee's yearly income towards their 403(b) Retirement Plan for the first two (2) years of employment. Beginning year 3, the employer will match up to 4%

Employees shall be considered vested as follows:

Between Hire and the end of two (2) years employment – 50% vested

Three (3) plus years employment – 100% vested

Employees shall be automatically enrolled into Larkin Street's plan, contributing 1 percent (1%) of their yearly income toward their 403(b) unless they waive out of automatic enrollment upon hire. Larkin Street will match up to 2 percent (2%) for the first two (2) years of employment. After year 3, the Employer will match up to 4% if the employee increases their contribution above 1 percent (1%)

### **Article XVII: Bilingual Pay**

Staff members who possess fluency in Spanish as judged by written and/or spoken tests and who utilize their language skill in the delivery of service to clients will earn a \$1.50 per hour shift differential.

Other languages used, in the delivery of services to clients, will be compensated at the rate of \$1.50 per hour shift differential as the need arises based on the current client population. Additional language fluency will be judged by written and/or spoken tests.

### **Article XVIII: Acting Assignment Pay**

An employee assigned to perform the duties and responsibilities of a higher classification shall be entitled to out of class pay. An Acting Assignment pay differential shall start at no less than \$3.00 per hour and will be based on experience and the duties being undertaken.

Prior to performing a portion of the duties and responsibilities of a higher classification, the supervisor is required to provide written documentation stating the responsibilities, confirmation of rate of pay or higher classification, and timeframe of such an assignment. Duties may not be reassigned indefinitely to staff in order to avoid filling vacancies. Both the supervisors and the employee must sign and date the document to provide a written record.

Work assignments of employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible. The employee has the option to decline the additional responsibilities and pay.

### **Article XIX: Right to Privacy in the Workplace**

Employees shall have a reasonable expectation of privacy at work, and to be secure from searches and seizures on their person and their private property. Workstations, offices, agency premises, and agency property are subject to search upon demand, if the Agency has a reasonable suspicion of a violation of Agency policy. Agency property includes laptops and PDA's, even if files, folders, or documents are password protected by an employee. Data stored on electronic devices that are property of the Agency may not be considered private. A request for an employee to submit to a search on any of the agency property as specified above does not imply an accusation of wrongdoing, but to make such a request the Agency must have a reasonable suspicion of a violation of Agency policy. Refusal to cooperate with a reasonable search, as detailed above, may result in disciplinary action.

Possession of illegal substances, offensive weapons, explosives, or illegal drug paraphernalia is strictly prohibited on Agency property and may result in disciplinary action.

### **Article XX: Tuition Reimbursement and License Adjustment**

At management discretion, the employer shall pay for professional association dues which relate to agency activities. If an employee obtains a degree, certification, or license, in an area of specialization relevant to the employee's job at the Agency or obtains a California professional license, the employee shall receive a \$.60 cent 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 eligible for, and limited to, one such increase per year. In order to receive this raise, employees must complete a minimum of 40 hours of CEU eligible training. Larkin Street trainings and trainings mandated for your position do not count towards a pay increase.

During the first two years of employment employees may combine certificates awarded for approved training courses that provide at least 6 hours of CEU training. These combined certificates need to total at least 40 hours of CEU training.

### **20.1: Tuition Reimbursement**

Upon proof of registration, staff will be reimbursed up to \$1500.00 per year after two (2) years of employment for educational expenses. The Tuition Reimbursement Program will support staff enrolled in an undergraduate or graduate degree program, or course related to the employee's field of employment, at an accredited institution. Reimbursement must be requested within 1 year of expense being incurred. Approval must be obtained before registration by Manager and the People's Team. Funds may only be used to reimburse tuition, registration, books, or related costs. Proof of expenditure is required. Successful completion of the classes, as evidenced by a passing grade, is also required; staff must reimburse the agency for any funds paid related to classes withdrawn from or otherwise not successfully passed.

In lieu of accessing the tuition reimbursement fund, an employee may opt for three (3) hours per week of paid education leave, provided the staff is enrolled in an undergraduate or graduate degree program, or course related to the employee's field of employment, at an accredited institution. This leave is only available when school is in session.

### **20.2: External Training Pay Increase**

Following their first two years employees will be eligible for \$0.60 cents increase after completion of their chosen educational program, certification, etc. assuming they complete a combined total of at least 40 hours of CEU eligible training with at least 6 hours training per certificate.

Approval of courses must be obtained by Manager and the People's Team. Pay increase can be done once per fiscal year.

In the case of the Relief Counselors, RC's will be reimbursed up to \$1000.00 per year on a prorated basis after two (2) years of employment for educational expenses. Relief are not eligible for paid education leave.

## **Article XXI: Dignity and Respect**

The Union and the Employer agree that courtesy in day-to-day communications between the Union and the Employer and the Employer and the Employees should always be present in Union-Employer and Employee-Employer relationships. The Union and the employer agree that employees and supervisors and managers should treat each other with dignity and respect. Intimidation behavior between supervisor and employee is not acceptable. No employee shall be subject to disciplinary action in the presence of co-workers or clients.

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

## **Article XXII: Mileage and Travel Reimbursement**

The Employer shall reimburse employees for expenses incurred while traveling on Employer authorized or directed business. The employer requires that employees who use their personal vehicles on Employer business carry auto insurance and maintain a valid California Driver's license. A current certificate of Insurance and copy of a California driver's license must be on file with the Employer. Included in reimbursable costs are taxi fares, auto mileage at the IRS current rate, bicycle mileage at the state DOT rate, parking costs, toll charges, and public transportation costs. Receipts are required for parking and toll charges and justification is required for mileage reimbursements. Parking and moving violation fines are not reimbursable.

Reimbursements will only be made for travel authorized by the Employer.

## **Article XXIII: Health and Safety**

### **23.1: Equipment**

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

### **23.2: Health and Safety Training**

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

### **23.3: Whistleblower Protection**

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

### **23.4: Bed Bugs**

The Employer will work with the Union, at the Labor-Management Committee, in the development of a Bed Bugs Procedure and Policy. The employer is committed to preventing the spread of bed bugs at work, as well as identifying and eradicating any cases of bed bugs from its offices and service locations.

The Employer will bring in experts to train employees on bed bug prevention and cleanup. The Employer is committed to educating employees on identifying bed bugs and preventing them from entering the workplace.

### **23.5: Safety First**

As part of the job and due to the nature of the work, Larkin Street staff may interact with clients who may be experiencing trauma. Larkin Street commits to establishing safety protocols to keep staff safe. Larkin Street will adhere to the regulations of the Shelter Grievance Ordinance. Should there be a disagreement between the Employer and the Employee regarding the safety of a given assignment, they will resolve said disagreement through the usual grievance process as elaborated in Section 9. The employer may not discriminate or retaliate against an employee for exercising their right hereunder.

### **23.6: Prevention**

We are committed to staff safety. In worksites where violence is a continuing problem, such as but not limited to Lark Inn and the Engagement and Community Center, the Employer shall provide adequate safeguards, including metal detectors where necessary. If staff feel they are working in an unsafe environment due to a specific incident that relates to them, the process will be to inform the People's Team and their direct manager. The People's Team/supervisor will immediately investigate to determine if there is a threat of physical danger. If it is determined that staff member's physical safety has been directly threatened, Larkin Street will move them to an alternate site at Larkin Street's discretion until the situation has been resolved. At those sites where employees are continually faced with threats of physical harm and/or verbal abuse, local representatives of the Employer and the Union shall meet to develop safety policies to deal with such occurrences.

## **Article XXIV: Americans with Disabilities Act**

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination against persons with disabilities. It is the policy of Larkin Street Youth Services to comply with ADA guidelines.

Nothing in this agreement shall afford the bargaining unit members any lesser rights or benefits than those specified and applicable in the ADA.

## **Article XXV: Medical Benefits (Health/Vision/Dental)**

The Employer shall provide health, dental and vision insurance coverage to all benefitted employees. The Employer and the Union shall work together to identify affordable healthcare coverage. The Employer and the Union will negotiate over rates, coverage and implementation of said benefits.

Management will continue to pay 100% of the employee only option for the Kaiser HMO with HRA and Kaiser HMO High Deductible, absorbing all additional costs of those two plans due to premium increases. In addition, the Employer will contribute increased amounts towards the employee only options for the other two Kaiser plans as detailed in the Appendix B.

Larkin Street will pay 100% of the Dental HMO and the Vision PPO premiums for the Employee only option.

Upon verification and confirmation of other medical coverage, employees may opt out from the Employer Medical Coverage. Upon receipt of a signed voluntary HCSO waiver, The Employer will pay all Employees who opt from medical coverage the amount of \$300.00 per month in lieu of receiving medical coverage through the Employer. This waiver is revocable by the employee at any time; payment will be made as long as the waiver is in effect.

In the case of the Relief Counselors, employees who work an average of thirty (30) hours per week for six (6) months duration shall have the option to enroll in the Larkin Street Youth Services benefit plans for a period of six (6) months or receive in lieu benefits. Relief Counselors must maintain an average of thirty (30) hours per week to receive medical or in lieu benefits. In the event The American Healthcare Act becomes law, the Union and Larkin Street Youth Services shall meet to negotiate the impact of employees' reenrollment.

Work hours will be assessed every six (6) months for benefit continuation or in lieu benefit.

The employer shall also adhere to all applicable health and welfare provisions/laws regarding providing healthcare to Relief employees.

At Larkin Street's discretion, plans from providers other than Kaiser may be added to medical coverage. In this case Kaiser would not be the sole provider of Medical Benefits to Larkin Street employees. Any new medical plans will meet the requirements of the Health Care Accountability Ordinance (HCAO). The coverage will be the same or better for all eligible SEIU Local 1021 members and members will not have to pay an addition to what they have currently due to the switch in provider. The Employer will be responsible for any additional cost that may occur due to coverage provided by alternative medical providers.

### **25.1: Medical Benefits Reopener**

Each year, no later than March 15<sup>th</sup>, the parties agree to reopen the contract to exclusively negotiate over medical benefits, including renewal rates, plan designs, and possible modifications to the plans currently offered to Larkin Street employees.

Outside of an agreement regarding new health insurance plan options prior to the next open enrollment period, management will continue to provide medical coverage and will absorb 100% of the additional costs to health, dental, and vision benefits due to premium increases on plans offered at no cost to employees. For plans for which premiums are shared, additional premium costs will be shared between the employee and the employer at the same rate that the premiums were shared for the previous year, provided all rates are in compliance with local, state, and federal laws.

## **Article XXVI: Vehicular Operational Safety Guidelines**

Employees who operate vehicular equipment as part of their job with the agency are responsible for maintaining a safe personal driving record both on and off the job. Any employee who receives an infraction on their driving record or has their license suspended, and who is required to drive as part of their job, must immediately inform the agency of the infraction. Monetary liabilities incurred during the course of agency business due to an employee's negligence (i.e. parking tickets) will be the sole responsibility of the employee. The burden of proof is on management to determine who was driving the vehicle at the time of the incident.

An employee who must drive as a primary duty of their job with the agency and who loses their legal driving privilege, for any reason, may be subject to discipline up to and including discharge, or may be transferred to another position within the agency for which they are qualified and which does not require driving. Further, if any employee who operates a vehicle for the agency creates a safety hazard during work hours, for which they are at fault, and is sufficient to adversely affect the agency's liability insurance, the employee may face disciplinary action.

### **Positions for which driving is a primary duty**

Facilities Technician

Desktop Support Specialist

Food Services Coordinator

Case Manager I – scattered site program (CYHI, LEASE, Routz)

Case Manager II – scattered site program (CYHI, LEASE, Routz) Residential

Counselor – Drop-in/DYS

Counselor – Youth Force

YAB Coordinator

This list may change as new positions are created or job duties change.

## **Article XXVII: Training**

### **27.1: Agency Training and Outside Training**

Management must fully pay for mandated trainings. 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 out of the agency's training budget. 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.

## 27.2: Coworker Training

If staff is assigned to provide any formal training presentations to other staff (not including report outs on training received/conferences attended, or minor instruction to coworkers during day to day activities), they shall receive acting assignment pay under the guidelines set forth in this agreement. In addition to the actual training, the acting assignment pay shall include time spent researching and preparing for the training, if management requires it.

## Article XXVIII: Employee Supervision

### 28.1: Supervision

For the purposes of Larkin Street Youth Services supervision standards, *professional* also known as individual check in's or one-on-ones (1-1) shall be defined as the relationship between supervisor and supervisee in which the responsibility and accountability for the development of competence, attitude, demeanor, and ethical practice take place. The supervisor is responsible for providing direction to the supervisee, who applies theory, standardized knowledge, skills, competency, and applicable ethical content into the practice setting. The supervisor and the supervisee both share responsibility for carrying out their role in this collaborative process. Supervision ensures that supervisees obtain advanced knowledge so that their skills and abilities can be applied to their work in an ethical and competent manner. Supervision provides guidance and enhances the quality of work for both the supervisor and the supervisee.

The supervisory relationship should be built upon: trust, confidentiality, support, and empathic experiences. Other qualities inherent in the supervisory relationship include constructive feedback, safety, respect, and self-care.

1. Case Managers shall receive individual supervision at a rate equal to a minimum of one hour of supervision for every 40 hours worked.
2. Other frontline staff shall receive a minimum of two (2) hours of supervision per month for full-time employees and one (1) hour per month for part-time employees. It is up to the discretion of the Program Manager to determine the supervisory needs for the staff member(s). Program Managers may increase the monthly hours of supervision depending on the needs of the program or the staff development need of the frontline staff. Program Managers also reserve the right to provide supervision over multiple meetings; however any supervision must last at least thirty (30) minutes. The Program Associate Director or Director should be informed whenever this standard cannot be met.
3. For Residential and Relief Counselors, 50% of the monthly supervision requirement can be satisfied through group supervision.

In the case of the Relief Counselors, Relief employees shall receive one (1) hour of supervision for every eighty (80) hours worked.

In the case of Case Managers, Client Practice Group Supervision can be counted towards the monthly supervision requirement.

4. Supervision meetings are scheduled in advance. Spontaneous meetings are not considered supervision, with the exception of crisis debriefing, if agreed to by staff. Where possible Supervision occurs in person, unless the employee is working remotely then video conference supervision is acceptable. Telephone conversations, letters, e-mails, web logs, or other electronic means do not constitute supervision. Supervisory meetings should be held in an office or other private space, with the exception of group supervision, for an uninterrupted period of time during which neither party accepts phone calls, answers e-mails, etc. The expectation is that staff will use the supervision format and be prepared for supervision each week. If, for some reason, either party is unable to attend supervision, the onus is on the staff member who needs to cancel to reschedule, if possible for that week.
5. Staff members are responsible for actively engaging in the process of supervision. Both parties should prepare an agenda for the supervision meeting. Additionally, notes should be taken by both parties during the supervision meeting for later review and reflection.
6. Supervision should be given by the direct supervisor, except when other arrangements have been approved by the Program Manager.
7. The following types of interactions, while necessary and valuable, do not constitute supervision:
  - Orientation
  - Emergency Consultation
  - Disciplinary Meetings
  - Any meetings involving multiple bargaining unit job classifications, with the exception of the client review agenda item of staff meetings.
8. Supervision for licensing hours and/or school placement internship is in addition to Larkin Street supervision and is deemed for the staff member's professional growth and development. The management and directives of the Larkin Street Supervisor always supersede supervision given by an outside agency supervisor.

## **28.2: Annual Employee Evaluation**

Within thirty (30) days of an employees' anniversary of their start date at their current position, the direct supervisor shall conduct an annual employee evaluation. The purpose of the evaluation is to

review the previous year's work, set future goals for professional performance and development, and to solicit employee feedback.

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

The annual employee evaluation is a tool for the growth of the employee and the program and is not to be used as a disciplinary meeting, nor to determine any change in wages.

### **Article XXIX: LCSW/MFT Licensure**

The Employer will support all eligible employees' efforts to obtain licensure as an LCSW or MFT.

Support will include individual professional clinical supervision by an approved and accepted Board of Behavioral Sciences Supervisor for all eligible hours. For all positions for which facility licensing requires clinical supervision hours, the employee will be provided with weekly, individual clinical supervision. In total, five (5) supervisee candidates throughout the agency may receive individual supervision at a time; a waiting list based on seniority will be created if necessary.

Professional Supervision will take place in accordance with the following guidelines:

1. Supervisee candidates must be registered ASW or MFT intern status from the BBS before supervision will begin.
2. Supervisee candidates may be considered for supervision three (3) months after the supervisee candidate becomes employed at Larkin Street if they are in good standing (no 2<sup>nd</sup> written warning fully resolved through the grievance/arbitration procedure within the previous three (3) months).
3. Supervisee candidates are responsible for knowing and understanding the criteria and requirement set forth by the BBS and the license they are seeking.
4. It is recognized that Larkin Street can only provide support for criteria and licensure requirements that fall within the scope of services provided by Larkin Street.
5. Supervisee candidates will receive supervision at the rate of one hour per week for a 40 hour work week for all eligible hours until required hours of supervision are achieved.
6. If a supervisee candidate must cancel their appointment with a contracted supervisor, it must be done twenty four (24) hours in advance. Failure to do so may result in the supervisee candidate paying for the session out of pocket.
7. Once the required hours of supervision are achieved then the supervisee candidate will continue to receive supervision for six (6) months or until the exam is passed, whichever comes first.
8. A supervisee candidate is expected to remain employed with the agency for a minimum one (1) year after licensure status has been achieved. A candidate who voluntarily resigns during that year may be required to repay the agency for one half (50%) of the contracted supervision hours received during the last year in which supervision was provided.

This benefit is not available to Relief employees.

### **Article XXX: 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) permanent Management representatives of the Employer and two (2) permanent Employee representatives of the bargaining unit. Should the items to be discussed require the attendance of additional representative from either side, either side may designate up to three (3) additional representatives. Employee representatives will be selected by the union. Meetings will be held monthly unless cancelled by mutual agreement. The committee shall meet 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, staffing issues, pending programmatic and structural proposals, and strategic planning. The parties shall submit agenda items at least one week before the scheduled meeting.

In the case of the Relief Counselors, one additional seat shall be made available to Relief employees on the Labor Management Committee.

### **Article XXXI: Work Schedule Changes**

Larkin Street must provide two (2) weeks advance notice to the employee and the Union prior to any changes in permanent work schedule, unless operational exigencies require otherwise. Temporary work schedule changes shall not exceed two (2) weeks unless they are revisited and re-notified to the Union. An employee's work schedule shall not be permanently/temporarily changed to avoid paying the employee overtime. Any and All Work Schedule changes shall be done on a volunteer basis within the Department after the two (2) weeks advance notice requirement has been met, unless operational exigencies require otherwise.

Examples of operational exigencies include, but are not limited to: ensuring minimum staffing levels; providing coverage for call-outs; and providing support during emergency situations.

In the case of the Relief Counselors, the above agreement shall not apply.

### **Article XXXII: Reorganization**

The employer shall notify the union at least thirty (30) days in advance prior to implementing reorganization (merger, addition, elimination) of programs that will impact represented workers and/or classifications/positions within the bargaining unit. Management agrees to give the union at least thirty (30) days' notice to meet and discuss impact.

**Article XXXIII: Management Rights Clause**

It is mutually agreed that it is the Employer’s exclusive duty and right to manage the operations of Larkin Street Youth Services and its workforce. This right includes, but is not limited to, the right to determine the number and location of facilities, determine the size of the workforce, set personnel policies and practices, set safety policies and practices, hire, transfer, promote, demote, schedule, determine job content, reclassify, lay off, discipline, or discharge employees, subject to the conditions provided herein or mandatory subjects of bargaining.

**Article XXXIV: No Strike, No Lockout**

It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slow down, or work stoppage. Larkin Street Management (The Employer) agrees not to conduct a lockout against any of the employees covered by this agreement during the term of this agreement.

**Article XXXV: Severability**

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

**Article XXXVI: Terms of Agreement**

The Agreement will be effective November 1, 2023 and will remain in full force and effect until and through October 31, 2026. Thereafter, from year-to-year, unless notice to amend, modify, or terminate is served by either party at least ninety (90) days prior to the anniversary date of this Agreement.

Changes to the CBA are effective 5/1/24 unless otherwise noted.

**Article XXXVII: Contract Approval**

IN WITNESS HEREOF, the parties hereto have executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

For Larkin Street Youth Services:

Sherilyn Adams      5/22/2024  
\_\_\_\_\_  
Sherilyn Adams, CEO

For SEIU 1021:

DocuSigned by:  
*Claude Joseph*      5/20/2024  
\_\_\_\_\_  
D81C3F3A9C9C4B2...  
Claude Joseph, SEIU 1021

DocuSigned by:  
*Chayla Gibson* 5/8/2024  
46FE702653C540E...  
Chayla Gibson, Chief People & Equity Officer

DocuSigned by:  
*Al Middlebrooks* 5/9/2024  
0287E3B78DE4449...  
Al Middlebrooks, Chief Finance Officer

DocuSigned by:  
*Candice Thomas* 5/9/2024  
EAAAC6A6BD2F486...  
Candice Thomas, Chief Program Officer

DocuSigned by:  
*Ruth Alexander* 5/8/2024  
CE450A3BF7A0435...  
Ruth Alexander, Sr. Managing Director-  
People's Team

DocuSigned by:  
*Asha Robertson* 5/8/2024  
8D0330C72E9F4EF...  
Asha Robertson, Program Director, Transitional  
Living Programs

DocuSigned by:  
*Galen Maloney* 5/8/2024  
8584EBD0412E422...  
Galen Maloney, Associate Director of Housing

DocuSigned by:  
*Decole Pearson* 5/9/2024  
9AF46E3890DA45B...  
Decole Pearson, Associate Director for Routz,  
Casa Adelante & Edward II

DocuSigned by:  
*Oumar Fall* 5/22/2024  
EE0A40A8C9DA4D4...  
Oumar Fall, SEIU 1021

DocuSigned by:  
*Oumar Fall* 5/21/2024  
C35FAAD9CF5740D...  
Zena Saifo, SEIU 1021

DocuSigned by:  
*DEBORAH KEESE* 5/17/2024  
471E4C6A8F24E5...  
Deborah Keese, Larkin Street Youth Services

DocuSigned by:  
*Marquan Crawford* 5/8/2024  
C8231AE714D84EF...  
Marquan Crawford, Larkin Street Youth Services

DocuSigned by:  
*Rickey Pickens* 5/8/2024  
5E00B55FCFEE492...  
Rickey Pickens, Larkin Street Youth Services

DocuSigned by:  
*Zena Saifo* 5/22/2024  
C35FAAD9CF5740D...  
Zena Saifo,  
SEIU 1021



## Sideletter Agreement: Larkin Street Youth Services—Job Descriptions

The union and management agree to work to update job descriptions for bargaining unit positions. Larkin Street management will present updated job descriptions for all bargaining unit positions within 60 days of the effective date of the agreement. The Union and the Employer will meet and confer over these job descriptions.

DocuSigned by:

*Oumar Fall*

5/21/2024

C35FAAD9CF8740D...

For the union: Zena Saifo, SEIU 1021  
Oumar Fall

DocuSigned by:

*Chayla Gibson*

5/8/2024

45FF702653C540E...

For the employer: Chayla Gibson, LSYS

## SIDELETTER AGREEMENT: Holidays Worked

Both parties agree to defer to the opinion of the Arbitrator at the June 11<sup>th</sup> meeting, regarding the interpretation of Article 14.4 "For Employees Who Work Actual Holidays" for the 2023-2026 contract. If the arbitrator determines that management's interpretation of Article 14.4 in the 2020-2023 contract is valid, the language for Article 14.4 in the subsequent 2023-2026 contract shall be as follows:

### 14.4: For Employees Who Work Actual Holidays

The Holiday will be observed on the day it occurs, including a weekend day. Non-exempt employees who work that day will enter the hours as "Worked" and will be paid double time.

Management will initially take volunteers to work all required shifts on the following holidays: Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day. If additional shifts need to be filled, management will fill them in inverse seniority order. Management reserves the right to determine staffing needs. Larkin Street is a 24/7 organization and is open on holidays. If an employee's regular shift falls on a holiday, they are expected to work that day unless approved by their manager in advance. Time off requests will be approved on a first come, first served basis and by seniority. Requests must be submitted 2 weeks in advance.

Relief staff members do not receive Holiday Pay if no hours are worked on a Holiday. Relief staff members shall receive double time for hours actually worked on Holidays.

However, if the arbitrator shares the interpretation of Article 14.4 with the Union, the existing language for Article 14.4 shall remain unchanged.

DocuSigned by:  
*Oumar Fall* 5/21/2024  
C35FAAD9CF5740D...

For the union: Zena Saifo, SEIU 1021  
Oumar Fall

DocuSigned by:  
*Chayla Gibson* 5/8/2024  
46FF702653C540E...

For the employer: Chayla Gibson, LSYS

## Sideletter Agreement: Relief Worker Agreement

All provisions in the SEIU 1021 Collective Bargaining Agreement with Larkin Street Youth Services shall extend to Relief Counselors, unless explicitly referring to: Full Time employees; Part Time employees; or specifically indicating that Relief Counselors are excluded. This side letter does not sunset.

DocuSigned by:  
*Oumar Fall* 5/21/2024  
C35FAAD9CF5740D...  
For the union: Zena Saifo, SEIU 1021  
Oumar Fall

DocuSigned by:  
*Chayla Gibson* 5/8/2024  
46FF702653C540E...  
For the employer: Chayla Gibson, LSYS

## APPENDIX A

### SEIU 1021 Represented Classifications

#### Recognition/Representation

The Employer recognizes the Union as the exclusive collective bargaining representative for the Employees in the classifications referenced in this Appendix A. The terms and conditions of this Agreement shall be automatically applicable to anyone hired into these classifications.

Accounting Clerk – AP
Art Program Coordinator
Case Manager
Case Manager I
Case Manager II
Clinical Case Manager
Computer Technology Instructor
Data Entry Specialist
Desk Clerk
Desktop Support Specialist
Development Coordinator
Education and Employment Counselor
Education Liaison Specialist
Education Liaison Specialist & GED Instructor
Employment and Education Counselor
Employment and Education Counselor/ED II
Employment and Education Counselor/Career Exploration Instructor
Employment and Education Counselor/Hospitality Training Instructor
Employment and Education Counselor/Retail Success Sector Instructor
Employment and Education Counselor/JRC Instructor
Employment Counselor
Employment Counselor/YES
Food Service Coordinator

Front Desk/Medical Assistant - 3rd Street Youth Center and Clinic
General Ledger Accountant
Grants Accountant
HIV Test Counselor
HIV Testing Coordinator
Knowledge and Advocacy Coordinator
Lead Employment Counselor
Lead Residential Counselor
Linkage to Care Navigator
Maintenance Technician
Outreach Counselor
Part-time Residential Counselor
Payroll Specialist
Peer Advocate
Peer Counselor
Post-Secondary Education Coordinator
Pre-College Transitions Coordinator
Prevention Services Coordinator
Program Associate - 3rd Street Youth Center and Clinic
Program Coordinator - ACAC
Program Specialist
Relief Counselors
Registered Nurse (part-time)
Residential Counselor
Underage Education and Employment Specialist
Youth Advisory Board Coordinator
Youth Force Program Counselor