

Collective Bargaining Agreement

**LOCAL 1021**

Between

**Catholic Charities**

**St. Vincent's Residential Treatment Services**

and the

**LOCAL 1021**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, CTW**

**Stronger Together**

Effective May 1, 2019 through June 30, 2021

# KNOW YOUR RIGHTS



The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. This is called your **Weingarten Right**.

1. You must request that a Union representative be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting, and a right to consult with your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union representative is requested and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, you may want to consider not answering questions and instead taking notes.

Read this statement to management:

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

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## **AGREEMENT**

WHEREAS, CATHOLIC CHARITIES ST. VINCENT'S RESIDENTIAL TREATMENT SERVICES (herein after called the "Employer") provides residential treatment services for boys who have emotional and educational problems in four group living units: Hanna, Mitty, Riordan and McKenna Houses; and

WHEREAS, the majority of the group care counselors, maintenance staff, and construction workers of CATHOLIC CHARITIES ST. VINCENT'S RESIDENTIAL TREATMENT SERVICES (herein after called "the Employer") as described above has designated SEIU LOCAL 1021 (herein after called the "Union") as the collective bargaining representative of said staff; and

WHEREAS, the Union and its members recognize that the Employer is a Roman Catholic organization committed to provide residential treatment services within the framework of Catholic principles and social teachings; and

WHEREAS, the Union and its members recognize that the Employer is supported both by public and private funds and is committed to provide residential treatment services to boys of all faiths, cultures and creeds; and

WHEREAS, the Union recognizes the voluntary, non-profit nature of CATHOLIC CHARITIES ST. VINCENT'S RESIDENTIAL TREATMENT PROGRAM,

IT IS HEREBY AGREED BETWEEN THE EMPLOYER AND THE UNION AS FOLLOWS:

### **ARTICLE 1. UNION RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for Employees in the classifications in the Wage/Classification Table attached hereto as Appendix A.

### **ARTICLE 2. UNION SECURITY**

Except as provided herein, all Employees subject to this Agreement shall, as a condition of continued employment, become and remain members of the Union. Effective upon the date of the execution of this Agreement, all existing Employees subject to this Agreement shall have thirty (30) days to make application for membership in the Union.

Thereafter, effective with the date of employment of any new Employee subject to this Agreement, any such new Employee shall have thirty (30) calendar days to make application for membership in the Union. Those Employees who choose not to become members of the Union shall contribute to the United Way of the Bay Area an amount equal to the Union's periodic dues upon statement of personal conviction against Union membership.

A statement of personal conviction against Union membership shall be presented to the Union Field Representative, who shall determine whether such proof supports the Employee's contention.

Upon written notice to the Employer and upon examination of documented proof that an Employee has not complied with the above requirement, the Employer shall terminate the employment of such Employee within fifteen (15) days after receipt of such notice unless thereafter the Employee complies with the above requirement within said time period.

The Employer shall not be required to discharge any Employee if the Employer has reasonable grounds to believe that the Union membership was not available to the Employee on the same terms and conditions generally applicable to the other members or if they have reasonable grounds to believe that membership was denied or terminated for reasons other than failure of the Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership.

No later than the fifteenth (15) day of each month, the Employer shall provide the Union Field Representative, in writing, with the name, classification, mailing address and hire date of any Employee hired during the previous month, and the name and separation date of any Employee separated from employment during the previous month.

The Employer will honor written assignments of wages to the Union for payment of Union dues when such assignments are submitted in a form agreed to by the parties. The Employer will promptly remit to the Union the monies deducted pursuant to such assignments with a form to include the following information: Name, Social Security Number, Pay Period Ending Date, Initiation Fee Amount and Dues Amount.

The Union will hold harmless the Employer against any claim which may be made by any person by reason of the deduction of Union fees and periodic dues, including the cost of defending against any such claim.



## **ARTICLE 3. SHOP STEWARDS**

### **Section 1. Stewards**

The Employer will allow one (1) Steward, minimum, per worksite (currently 4), one (1) being designated Chief Shop Steward. The Union will notify the Employer annually or as often as necessary, of the current Stewards.

The primary function of the Steward will be to represent Union Employees. Stewards will be released to meet with Employees to orientate, investigate or represent up to thirty minutes prior to, during and/or after a meeting with management. No Steward will be released to perform Steward Duties until the Union has notified the Employer of their selection as Steward.

### **Section 2. Steward Training**

All authorized Stewards will be allowed eight (8) hours paid release time annually to attend Union Steward training and Union contract seminars conducted by SEIU. The eight (8) hours paid release time may be taken in part or in full; however, should a Steward attend a whole day training for eight (8) hours, the Employer will only pay their regular work schedule that day, i.e., eight (8) hours. Employer must be notified at least ten (10) business days in advance of any release time. Stewards must get prior approval, which will not be unreasonably withheld.

### **Section 3. New Employee Orientation**

The Union will be sent a schedule of new Employee orientation sessions. Employees will be granted thirty (30) minutes paid time for the purpose of attending any orientation session organized by the Union immediately before or after Employer sponsored orientation sessions. At the time of hire, the Employer will provide each newly hired Employee with a copy of the application for membership in the Union and information regarding Union membership, which the Union will furnish to the Employer.

#### **ARTICLE 4. VISITS BY UNION REPRESENTATIVE**

A duly authorized representative of the Union shall be permitted to enter the Employer's building and grounds at reasonable times for the purpose of observing whether this Agreement is being observed or to investigate complaints of Employees, provided that the Union Field Representative advises the Associate Director of People and Culture (PAC), or their designee immediately upon entering the buildings or grounds and confines their visit to public areas of the facility. The privilege shall be exercised reasonably and shall not disrupt the work of Employees and their supervisor or other Employer representative in connection with a complaint or problem concerning the Employee during working hours.

The Union will promptly advise the Employer in writing of the name of the authorized Union Field Representative.

#### **ARTICLE 5. MEETING FACILITIES**

The Employer agrees to make available meeting facilities for the use of the Union upon twenty-four (24) hours written notice by the Union as long as adequate facilities are available.

#### **ARTICLE 6. BULLETIN BOARDS**

The Employer shall make available a space in all work areas frequented by Employees covered by this Agreement for the posting of official notices and announcements of the Union. Such material shall be posted by the Shop Stewards and/or Union Field Representative and shall be removed by Union members when it is no longer timely.

#### **ARTICLE 7. VIOLENCE IN THE WORKPLACE**

The Short Term Residential Therapeutic Program (STRTP) work environment includes contact with youth with mental health issues who demonstrate behaviors such as the use of profanity, aggression, self-harm and violence. The Employer will ensure that staff have the necessary training and support to respond effectively in this environment. The Employee has the right to ask that an incident, whether it involves a co-worker, volunteer or client, to be investigated. The Employer will assess the situation and take appropriate action, within twenty-four (24) hours, to ensure the safety of the reporting Employee.

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

## **ARTICLE 8. INTRODUCTORY PROBATIONARY PERIOD**

### **Section 1. Introductory Probationary Period**

The probationary period will be ninety (90) days. The Employer may discharge any Employee at any time during their introductory probationary period on any basis which the Employer deems appropriate and such Employee will have no recourse to the Grievance Procedure, Article 11. The Employer may extend the introductory probationary period up to thirty (30) calendar days by advising the Employee and the Union in writing not less than two (2) weeks prior to the end of the normal introductory probationary period.

At the midpoint of their introductory probationary period, each Employee will receive an evaluation and a plan for achieving satisfactory performance by the end of their introductory probation period (see below).

### **Section 2. New Employee Midpoint Evaluation**

At the midpoint (approximately forty-five (45) days) of their introductory probationary period, each Employee will meet with their supervisor to discuss their progress to date and a plan for achieving satisfactory performance by the end of their introductory probationary period will be discussed with the Employee.

Within five (5) working days following this meeting, the Employee will be provided with a progress report outlining or listing the areas discussed which are in need of improvement.

### **Section 3. New Employee Final Evaluation**

Employees will be evaluated in writing prior to the end of their introductory probationary period. Upon the successful completion of the probationary period, an Employee will be considered a regular Employee.

## **ARTICLE 9. RESIGNATION AND DISCHARGES**

### **Section 1. Voluntary Termination**

A voluntary termination is the instance in which an Employee resigns. Such resignation shall be submitted to the Employer two (2) weeks in advance of the termination date in order to allow the Employer adequate time to find a suitable replacement.

## Section 2. Involuntary Termination

An involuntary termination is one in which the Employer is released or discharged by the Employer. Such a termination will be just cause.

# **ARTICLE 10. DISCIPLINE AND DISCHARGE**

## Section 1. Progressive Discipline

The Employer will use a system of progressive discipline using the steps outline below. If an offense is egregious, including but not limited to violence, threats of violence towards anyone on or near any Catholic Charities premises, or theft, the Employer may skip certain steps of progressive discipline up to and through termination.

Every disciplinary step will be conducted with the aim of resolving the problem, not of continuing on to the next step. The following goals will be incorporated at every disciplinary step; written notices will be detailed, information included will be relevant and include ways to measure progress/completion. The corrective plan of actions will be attainable and realistic in the setting.

Progressive steps are:

- Verbal Counseling
- Written Warning
- Suspension of Employment (without pay for up to two (2) weeks)
- Termination of Employment

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

Placing an Employee on Paid Administrative Leave (to protect the clients and/or volunteers, the Employee and the Employer when serious allegations are made). Paid Administrative Leave is not a punitive step.

## Section 2. Notification

Employees will receive notice of a disciplinary action or pending investigation within ten (10) business days of Employer learning of a violation. Unless the violation is egregious, the right to discipline will be lost.

### Section 3. Right to Attach Rebuttal

Employees have the right to attach a rebuttal within ten (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.

## **ARTICLE 11. GRIEVANCE PROCEDURE**

### Section 1. Discipline and Contract Interpretation

**Definition:** A grievance is defined as a claim or dispute by any Employee, the Union or the Employer concerning the interpretation, application or alleged violation of this Agreement including but not limited to any claim or dispute relating to discipline or discharge.

### Section 2. Procedure

**First Step:** Any grievance shall, within ten (10) working days of the occurrence of the grievance or date of discovery thereof, be taken up orally by the grievant and their representative if desired and the appropriate corresponding party (immediate supervisor, Program Director, the Union) in an attempt to settle the matter.

**Second Step:** If the grievance is not settled under the first step, it shall be reduced to writing within twenty (20) working days after occurrence of the grievance or date of discovery thereof. Such written grievance shall contain a clear statement of the nature of the grievance, citing applicable contract provisions, the date of occurrence or the nature of the grievance, citing applicable contract provisions, the date of occurrence of the action upon which the grievance is based, the proposed solution to the grievance, the date of execution of the grievance letter and the signature of the grievant. The grievance should be filed with the opposing party, whether it is the Union Representative or the Associate Director of PAC within said time period.

1. The opposing party will have five (5) working days after the written grievance has been filed to schedule a meeting with the Union, Associate Director of PAC, or designee and/or the Program Director to resolve the matter or respond in writing.

2. Within five (5) working days after such meeting, the non-grieving party shall provide a written response.
3. Within fourteen (14) working days after the written grievance has been filed, any party wishing to proceed with the grievance may then elect to submit the matter for mediation before an FMCS mediator.

### Section 3. Arbitration

**Arbitration:** If the matter is not resolved at step two, the grievance may be referred to arbitration. The request for arbitration must be made in writing within thirty (30) working days after the completion of the mediation process.

1. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable, impartial arbitrator. The arbitrator shall have no authority to amend, add to, or subtract from or change the scope of the terms of this Agreement, and may only consider grievances submitted pursuant to this Agreement. The determination of the arbitrator shall be final and binding upon the parties.
2. It is the intention of the parties in cases where the potential financial liability of either party accumulates with time that grievance and arbitration procedures, including the issuance of opinions, are expedited. Should either party delay the processing of a grievance, the other party shall not accumulate any financial liability during the period of delay.

Time limits may be extended or waived only by mutual agreement of the parties. If either party fails to respond within the specified period of time without such extension or waiver, such party forfeits the grievance. Forfeiture shall be binding on the Union and the Employer.

## **ARTICLE 12. DIGNITY AND RESPECT**

The Union and the Employer agree that courtesy in day-to-day communications between the Union and the Employer and the Employees should always be present in the Union - Employer and the Employee - Employer relationship. The Union and the Employer agree that Employees and supervisors and managers should treat each other with dignity and respect. Intimidating behavior between supervisor and Employees is not acceptable.

No Employee will be subject to disciplinary action in the presence of co-workers, volunteers, or clients. For reference, see Article 10. Section 1. Progressive Discipline.

Catholic Charities St. Vincent's Residential Treatment Services values professionalism, courtesy, and 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 Catholic Charities St. Vincent's Residential Treatment Services community.

## **ARTICLE 13. PERSONNEL FILES**

### **Section 1. Inspection**

Employees or, with written authorization, their Union Representative, shall have the right to inspect their personnel file during regular business hours in the presence of the Associate Director of PAC, or their designee. The Employer shall grant access to the file within two (2) business days from the time of the request. Only one (1) official personnel file shall be maintained for each Employee.

### **Section 2. Filing Procedure**

Material relating to performance placed in the personnel file shall be signed and dated by the author. Copies of any material to be placed in an Employee's personnel file shall be provided to the Employee before such material is placed in the file. Anonymous material shall not be placed in the personnel file.

### **Section 3. Answer and Reproduction**

The Employee shall have the right to answer any material filed and this answer shall be attached to the file copy. Such material shall not be used exclusive of this answer. An Employee, upon request, shall receive a copy of any material placed in the personnel file.

### **Section 4. Incorrect Material**

Material will be removed or otherwise deleted from the personnel file in the event an Employee and the Employer agree that the material is incorrect, or it is determined to be incorrect as a result of a Grievance decision.

#### Section 5. Disciplinary Notices

Materials in the Employee's file relating to disciplinary actions which have been in the file two (2) or more years will not be used in a subsequent disciplinary process provided there has been no re-occurrence of the conduct on which the discipline was based. Disciplinary actions, which were based on violations of Community Care Licensing Standards and/or law, such as sexual harassment, are exempt from this provision.

#### Section 6. Release of Information

Without written authorization of the Employee, the Employer will only release the date of employment and job title in response to any Employee reference inquiries.

### **ARTICLE 14. LETTERS OF RECOMMENDATION**

The Employer shall respond to any request for a letter of recommendation with a statement of the Employee's dates of service and classification only. More complete letters of reference shall be provided only with the specific authorization, in writing, of the separated Employee.

### **ARTICLE 15. HIRING, PROMOTIONS, AND TRANSFERS**

#### Section 1. Job Postings

Concurrent with advertising to the general public, notices of staff vacancies will be sent via email to all Employees and posted on the external ATS site, for at least five (5) business days, minimum, prior to interviews for the vacancy. The notice will include general job requirements and expectations, classification, and number of weekly hours of work. The Employer will make every reasonable effort to promote from existing Employees so as to provide career ladder opportunities. The Employee with the most seniority within the same classification (requiring the same certifications, licenses, etc.) within the program will be offered the posted position. In filling vacancies, the Employer will exercise discretion in determining which applicants are best qualified.

Notices of staff vacancies will be sent to the Union Field Representative at the same time as posting.

#### Section 2. Request for Promotion

Employees are eligible to apply for promotions after six (6) months of employment with the Employer. Only Employees who have no active discipline notices in their personnel



file are eligible to apply for promotions. The Employer reserves the right to waive this requirement upon the recommendation of the supervisor.

## **ARTICLE 16. JOB DESCRIPTIONS**

A complete job description shall be given to each Employee at the time of hire or upon promotion or transfer to another job.

### **Section 1. Additional Position and/or Revisions**

The Employer will notify the Union Field Representative in writing thirty (30) days in advance of any additional positions and/or additions or changes to bargaining unit job descriptions, which will be subject to the meet and confer process. In cases where changes in job descriptions are mandated by grants or other legal mandates, the Employer will notify the Union Field Representative in writing and provide written proof of such.

### **Section 2. New or Revised Job Description**

In the event a new or revised job description changes the workload or responsibilities of a bargaining unit position, the parties agree to negotiate an appropriate wage change. In no event will an Employee have their wages or benefits reduced as a result of a job description adjustment.

If, after reasonable efforts, the parties are unable to reach agreement on a wage change pursuant to above paragraph of this Section, the matter will be referred to an arbitrator in accordance with Article 11. Section 3 of this Agreement. The arbitrator's authority will be limited to determining the appropriate wage rate.

## **ARTICLE 17. PROMOTION TO HIGHER CLASSIFICATION**

Promotion to Higher Classification Based on Years of Employment

Group Counselors I -IV will be promoted to the higher classification with a salary increase that represents at least a 3% increase with the following criteria:

1. Employees must receive a satisfactory rating on the most recent annual performance evaluation (see Side Letter on Appendix A).

2. Employees must be employed as a Group Counselor at St. Vincent's for the following years or achieve a higher education degree as listed:

Group Counselor I: No Bachelor's Degree

Group Counselor II: Bachelor's Degree, non-behavioral science, or two (2) or more years of Group Home experience.

Group Counselor III: Bachelor's Degree, behavioral science, or four (4) or more years of Group Home experience.

Group Counselor IV: Master's Degree, or six (6) or more years of Group Home experience.

## **ARTICLE 18. LAYOFF OR REDUCTION IN FORCE**

There shall be no layoff except by reason of lack of work or budgetary reasons. The Employer shall provide six (6) weeks' notice of any intended layoff to all affected Employees or pay in lieu thereof, except in such cases where the Employer receives less than six (6) weeks' notice from a funding source of a cutback in financial support which is the cause of the layoffs and in such cases the Employer shall provide affected Employees reasonable notice. The Employee shall have the right to terminate their employment prior to the end of the six weeks, if they so wish providing there is no harm to the organization. The early departure will be treated as a layoff and the pay in lieu of notice will be waived.

Layoffs or reductions in force shall be in order of seniority in a classification, with the Employee with the least seniority being laid off first. Recalls shall be accomplished in inverse order of layoff. Any Employee recalled following layoff shall retain all credit for service from the date of hire but excluding the period of layoff and shall be entitled to accrue benefits under this Agreement, upon recall, on the basis of seniority.

In the event of a layoff or reduction in force appears to be necessary to the Employer, the Union shall be provided the opportunity to explore alternatives to layoff with the Employer prior to such layoff.

The Employer may retain, in exception to the above, any Employee whose layoff would have an adverse impact on the Employer's Affirmative Action Program as well as any Employee whose skills are special and unique and are essential to the maintenance to any program or service.

If a layoff occurs and the laid off Employee is enrolled in one of the Employer's Group Medical Plans, the Employer shall make the Employee's first month COBRA contribution equal to the

Employee only cost of the plan that the Employee was enrolled in at the time of termination. There is no benefit for those Employees not enrolled in Employer Group Medical Coverage.

## **ARTICLE 19. CATEGORIES OF EMPLOYEES**

### **Section 1. Non-Exempt Employees**

All Employees covered by this CBA are considered non-exempt as defined by the Federal Fair Labor Standards Act and the California Labor Code.

Wages, Hours, Working Conditions shall be paid as follows:

- Maintenance and Construction Workers: in accordance with California Labor Law
- Group Counselors: in accordance with Industrial Welfare Commission Wage Order #5, Public Housekeeping Industry

The workweek for St. Vincent's School for Boys is defined as Sunday morning at 12:01 am until Saturday midnight.

### **Section 2. Categories of Employees**

- A. **Regular Full-Time Employee** – A Regular Full-Time Employee is regularly scheduled to work forty (40) hours per week, is covered by this Agreement, and is eligible for benefits.
- B. **Regular Part-Time Employee** – A Regular Part-Time Employee is scheduled to work not less than thirty (30) but no more than thirty-nine (39) hours of work per week. Regular Part-Time Employees are covered by this Agreement and are eligible for benefits. To qualify as a Regular Part-Time Employee, an individual must work between thirty (30) and forty (40) hours each week for thirteen (13) consecutive weeks. It is not the intent of the Employer to hire Employees for less than thirty (30) hours per week in order to deny the Employee benefits under this Agreement.
- C. **Short-Hour Employee** – A Short-Hour Employee is scheduled to work, at the Employee's request, or due to service contract funding restrictions, a regular work schedule of less than thirty (30) hours per week. Short-Hour Employees are not covered by this Agreement, and are not eligible for benefits.

The Employer will not use Short-Hour Employees to avoid hiring Regular Part-Time or Regular Full-Time Employees.

- D. **Temporary Employee** – A Temporary Employee has a regular schedule and is employed for not more than six (6) months. If the Temporary Employee is not replacing an Employee on an approved leave of absence and if the Temporary Employee works a regular full-time or regular part-time schedule for more than six (6) months, the Employer and the Union will meet and discuss if the position should be made a Regular Part-Time or Regular Full-Time position. Temporary Employees are not covered by this Agreement and are not eligible for benefits.
- E. **On-Call Employee** – An On-Call Employee works irregular hours with no specified schedule or guaranteed hours of work. On-Call Employees are not covered by this Agreement and are not eligible for benefits.
- F. **Temporary/On-Call Program** – Catholic Charities St. Vincent's Residential Treatment Services maintains a Temporary/On-Call Program for multiple positions. Any Temporary/On-Call who works twenty (20) hours or more, per week, for six (6) months, will be offered a Regular Full-Time or Regular Part-Time position, of the same job classification.

### Section 3. Use of Volunteers

Volunteers will be used only to perform non-bargaining unit work. It is not the intention of the Employer to replace Employees or lessen their regular hours of work through the use of volunteers.

## **ARTICLE 20. HOURS OF WORK AND OVERTIME**

Except as provided otherwise in Appendix A, attached hereto, forty (40) hours shall constitute the maximum straight-time workweek.

The workweek defined for St. Vincent's is Sunday morning at 12:01 am until Saturday midnight.

### Section 1. Overtime

Overtime is not to be considered mandatory and there will be no negative consequences from the Employer for not accepting additional hours. Part-time Employees will not be required to work beyond their normal weekly schedule and there

will be no threat of negative consequences from their supervisor for not accepting additional hours.

1. For Group Counselors, Maintenance Workers, and Construction Workers – All work performed in excess of forty (40) hours shall be compensated at the rate of time and one half (1 ½) times the employee's regular rate of pay.
2. For Group Counselors – All work performed in excess of forty-eight (48) hours in a workweek shall be compensated at the rate of two (2) times the employee's regular rate of pay.
3. For Group Counselors – All work performed in excess of sixteen (16) hours in a workday shall be compensated at two (2) times the employee's regular rate of pay.
4. For Maintenance and Construction Workers – All work performed in excess of eight (8) hours in a workday shall be compensated at a rate of one time and one half (1 ½) times the employee's regular rate of pay.
5. For Maintenance and Construction Workers – All work performed in excess of twelve (12) hours in a workday shall be compensated at a rate of two (2) times the employee's regular rate of pay.

## Section 2. Meal Period

**Maintenance and Construction Workers** – Shall be entitled to an unpaid 30-minute meal period that should be taken for each five (5) hours of work and an additional unpaid 30-minute meal period if they work ten (10) hours.

**Group Counselors** – Employees may be required to work on-duty meal periods to meet regulatory or approved program standards and one of the following two conditions is met:

1. The Employee eats with residents during residents' meals and the Employer will provide the same meal to the Employee at no charge; and/or
2. The Employee is the sole caregiver in charge of the resident(s) and, on the day shift, the Employer provides the Employee a meal at no charge.

The Employee, except for the night shift, may exercise the right to have an off-duty meal period upon 24 hours' notice to the Employer. There shall be no more than one off-duty meal period per month unless there is an exigent circumstance. If alternative

staffing cannot be arranged within the 24-hour notice period, then a mutually agreed upon time will be offered.

An Employee shall be off duty during uncompensated meal periods. However, if the employee is called back to work during their meal period, the Employee shall be compensated for the full half-hour.

### Section 3. Breaks

The Employee will be entitled to one paid ten (10) minute break that should be taken for each four (4) hours of work.

For Group Counselors: The Employer may, without penalty, require an Employee to remain on the premises and maintain general supervision of the residents during rest periods if the Employee is in charge of residents. Another rest period shall be authorized and permitted by the Employer when an Employee is affirmatively required to interrupt their break to respond to the needs of residents.

The Employer shall attempt to the extent that it is practicable to schedule for each Employee two (2) consecutive days off each week, unless Employee agrees to a difference schedule.

### Section 4. Increase, Decrease or Change in Work Schedule

The Employer will provide at least thirty (30) calendar days' advance notice of any increase or decrease in an Employee's regular work schedule. Except with the agreement of the Employee, any reduction in any regular work schedule will be processed through Article 18. Layoff or Reduction in Force. Employees will be given thirty (30) days' notice of long-term changes in days off or shift changes. Unilateral changes in the Employee's work schedules will only be implemented for reasons of operational necessity and, to the extent possible, will be accomplished in inverse order of seniority.

### Section 5. Minimum Call

All Employees called to a worksite, when not scheduled to work or in on-call status will be paid for a minimum of four (4) hours or for all hours worked, whichever is greater.

## **ARTICLE 21. RESIDENTIAL PROGRAMS**

### **Time-off Between Shifts**

Employees are guaranteed ten (10) hours off in between regularly scheduled shifts. Employees requested to return to work prior to the ten (10) hour break, will be compensated at time and one-half (1 ½) times the base rate for each hour worked during the scheduled ten (10) hour break.

## **ARTICLE 22. SCHEDULING**

The Employer shall establish work schedules.

It shall be the responsibility of each Employee subject to this Agreement to give reasonable notice to their supervisor of their prospective absence from all, or any part of, a scheduled shift. Except in cases of emergency, any such Employee who fails to provide reasonable notice of twelve (12) hours or more prior to the commencement of a scheduled shift or prior to their time of departure, if such departure is after the beginning of a shift, shall be ineligible for paid leave of any kind under this Agreement for the duration of such scheduled shift.

The Employer shall recruit and maintain a sufficient number of qualified “on-call” Employees to insure that all units shall be staffed pursuant to the standards set forth in this Agreement in the event of an absence for any reason of any regular staff. Each organizational unit shall be provided with a current list of names and phone numbers for such “on-call” Employees.

## **ARTICLE 23. LEAVE OF ABSENCE**

It is the Employer’s 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 Employer follows all applicable State and Federal leave laws. The People and Culture Department will be contacted to confirm your specific eligibility and pay status for any leave of absence that may become necessary.

### **Section 1. Discretionary Leave**

Any Employee with one (1) or more years of service may request to take time off without pay up to five (5) days or request a leave of absence for up to one (1) year without pay. Management will not unreasonably deny time off without pay. The

Assistant Director of PAC or their designee will not unreasonably deny Leaves of Absence in excess of five (5) days guaranteeing the right of an Employee to return to their former position.

1. For leave exceeding the five (5) unpaid days, the Employee will give at least three (3) weeks prior notice to the Employer of their request for extended leave and ability to return to active status. The Employer will reinstate the Employee in the next available position in the Employee's former classification which becomes available within thirty (30) of their availability date.
2. The terms of any extended leave granted will be reduced to writing, signed by the People and Culture Advisor, the Employee, the Union Field Representative, and all will retain a copy.

## Section 2. Bereavement Leave

Regular full-time Employees who wish to take time off due to death of an immediate family member should notify their supervisor immediately. Up to three (3) days or five (5) days if out of state or if mileage exceeds 200 miles) of paid bereavement leave not to exceed eight (8) hours per day will be provided to eligible Employees. (These three or five days will not be counted against accrued PTO time).

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor's approval, use any available paid leave for additional time off as necessary.

The Employer defines "immediate family" as the Employee's spouse, registered domestic partner, parent, child, sibling; the Employee's mother or father-in-law, the Employee's stepchild; or the Employee's grandparents or grandchildren.

## Section 3. Jury and Witness Leave

The Employer will grant up to fifteen (15) days of paid leave per calendar year to Employees who are called for jury duty or subpoenaed to testify as a witness in order to fulfill their civic obligations. The Employee will need to present an official payment voucher or subpoena to the Employer as proof of attendance. Jury duty leave will only



be paid for days when the Employee is normally scheduled to work. If an Employee has made a good faith effort to be released for Jury Duty and is required to serve more than the contractual maximum, the Employee may request to meet with the Employer and the Union to discuss options to help the Employee.

#### Section 4. Military Leave

The Employer will comply with applicable Municipal, State and Federal law.

#### Section 5. Family and Medical Leave

The Employer will comply with applicable Municipal, State or Federal family leave statutes.

#### Section 6. Benefits while on leave without pay

##### 1. Insurance Programs

The Employer will maintain group health and dental insurance coverage under applicable Municipal, State and Federal law for an Employee who takes an extended leave of absence. The Employer's contribution for such coverage will be the same as though the Employee was continuing at work.

The Employer will maintain existing group health and dental insurance coverage under applicable Municipal, State and Federal law if the Employee is on leave for an industrial injury or illness.

Except as provided above, the Employer's contribution for group health and dental insurance coverage ceases when the Employee is no longer in a paid status. The Employee may, however, elect to continue coverage at their own expense in accordance with applicable law (COBRA). In this case, the Employee must remit the COBRA continuation premiums to the COBRA carrier.

##### 2. Accrued Rights

Authorized leaves of absence for any purpose will not affect seniority or previously accumulated rights and benefits.

## **ARTICLE 24. SICK LEAVE**

### **Section 1. Accrual**

Regular Full-Time or Regular Part-Time Employees working more than thirty (30) hours a week will start accruing sick leave at the rate of 0.038462 hours per eligible regular hours worked. For purposes of the sick leave accrual, eligible regular hours (ERH) will be defined as straight time hours worked plus vacation hours plus holiday hours plus jury duty hours. In no event will the ERH exceed eight (8) hours per day (2080 hours per year) for the purposes of calculating the sick accrual. Sick leave may be accumulated to a maximum of four hundred and eighty (480) hours.

In the event an Employee is sick and has exhausted accrued sick leave, the Employee may request to take vacation time to make up the time lost or take the time unpaid. Unpaid time may be considered a leave of absence (see Article 23. Leave of Absence). Employees will not be allowed to have a negative sick leave balance.

### **Section 2. Reporting Illness**

The Employee's supervisor will be notified as soon as possible when an Employee is ill and cannot report to their scheduled shift. Each day thereafter the Employee or someone in the family will notify the supervisor; however, the supervisor and the Employee may mutually agree to waive this requirement. No Employee is expected to secure their own replacement while on sick leave.

### **Section 3. Doctor's Excuse Requirements**

If the Employer has reason to believe there is an abuse of sick leave, the Employer may require that the Employee provide a doctor's statement that the Employee was ill and unable to work. Additionally, if the Employer has reason to believe that the Employee is not in good health upon return from sick leave, the Employer may require that the Employee provide a doctor's statement that the Employee is in good health and able to return to work.

### **Section 4. Care for Family**

An Employee may use their sick leave for the purpose of caring for an ill spouse, domestic partner, child, parent(s), other relatives or persons in the Employee's

household for whom the Employee is responsible. Sick leave may be used for physical or emotional illness, including related appointments.

#### Section 5. Special Arrangements

Special arrangements outside the bounds of this Agreement may be made between the Associate Director of PAC and the Employee under extraordinary circumstances.

#### Section 6. Leave Accruals

Employees on leave without pay do not accrue sick leave during such leave except as provided in Article 23. Leave of Absence.

#### Section 7. Holiday on Paid Sick Leave

If a holiday occurs when an Employee is on paid sick leave, the holiday will be paid.

### **ARTICLE 26. SICK LEAVE DONATION PROGRAM**

An Employee shall be eligible to receive donations of sick leave to be included in the Employee's sick leave balance if they are suffering from a medical emergency, or are victims of violence, or are caring for an immediate family member who has suffered from a serious medical emergency, which prevents the Employee from being able to work.

A medical emergency includes a medical condition of the Employer or a family member that will require prolonged/extended absence of the Employee from duty and will result in a substantial loss of income to the Employee due to the exhaustion of all paid leave available, apart from the sick leave sharing plan. It cannot extend a covered leave of absence.

#### **Eligibility**

1. Only Employees, full or part time, who have worked for a minimum of one year will be eligible to receive or donate Sick Leave.
2. The recipient Employee or the family of the recipient Employee, must submit a request to the Associate Director of PAC, or their designee.
3. The recipient Employee is not eligible so long as they have paid leaves available; however, the request may be initiated prior to an anticipated date when leave balances will be exhausted.
4. A medical verification indicating the duration of requested leave must be provided by recipient Employee to the Associate Director of PAC, or their designee.

5. A recipient Employee is eligible to receive only the amount of time needed to cover their approved leave.
6. Donations shall be made in hourly increments. Employees may donate up to 80 hours of sick leave per calendar year, as long as a 40-hour sick leave balance is maintained.
7. The donor Employee's donated time shall be converted to recipient Employee's sick leave balance and all sick leave provisions apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
8. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on an hour-for-hour basis.

There are no tax consequences to an Employee who donates sick leave; the donating Employee may not claim the sick leave as income or as a deductible expense or loss. The Employee receiving the donated leave however does have tax consequences, in that the paid leave received by the Employee will be considered "income" for tax purposes. In other words, taxes are withheld and the income is included in the recipients W-2; it is not a "gift". The leave time is paid to the recipient at their base rate of pay or rate one.

9. The Sick Leave Donation Program is purely voluntary and neither the Employer nor the Union will pressure other employees to donate Sick Leave.

## **ARTICLE 27. HOLIDAY PAY**

### **Section 1. Scheduled Holidays**

There will be eleven (11) paid holidays per year paid in eight (8) hour increments for Regular Full-Time Employees and pro-rata hours for Regular Part-Time Employees. They are:

New Year's Day	Labor Day
Dr. Martin Luther King Jr. Day	Thanksgiving Day
President's Day	The Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
July 4	

### **Section 2. Premium Pay for Work on a Holiday**

An Employee required by the Employer to work a holiday will be paid pay for each hour worked at one and one-half (1+1/2X) times the base hourly rate. No Employee will

receive greater than time and one-half (1.5) plus the eight (8) hours of holiday pay on holidays except for the five (5) holidays listed in Section 6 below.

### Section 3. Holiday Pay for Employees in Residential Facilities

Full and Part-Time Employees in residential facilities will receive eight (8) hours pay in the next regular paycheck for each holiday specified in Section 1, above.

### Section 4. Holiday Pay Eligibility

To be eligible for holiday compensation, the Employee must have worked their last regularly scheduled work day immediately preceding the holiday and their first regularly scheduled work day immediately following the holiday, except in cases of bona fide illness, approved vacations or other excused absences.

### Section 5. Scheduling Holidays for Employees in Residential Facilities

Employees may request to take certain holidays off and conflicts will be resolved by seniority, with consideration given to rotating holidays off for major holidays among all Employees. After March, requests for holidays will be granted on a first come first served basis, provided adequate coverage is maintained.

### Section 6. Holiday Coverage

It is the responsibility of supervisors and Facility Directors to maintain a sufficient pool of substitutes to provide adequate coverage for holidays. The Employer agrees to attempt to schedule as many Employees as feasible to take off on Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, and Labor Day.

Hours worked on Thanksgiving, Christmas Eve, Christmas Day, Good Friday and Labor Day will be paid at double time (2X) for all hours worked.

## **ARTICLE 28. VACATION**

### Section 1. Accrual Rates

Regular Full-Time or Regular Part-Time Employees working more than 30 hours a week will accrue vacation per eligible regular hours worked. For purposes of the vacation accrual, eligible regular hours will be defined as straight time hours worked plus vacation hours plus sick hours plus holiday hours plus jury duty hours. In no event will the eligible regular hours exceed eight (8) hours per day (2080 hours per year) for the purposes of calculating the vacation accrual.

Employees covered by this Agreement will accrue the following amount per eligible regular hour worked.

- Starting from the benefits eligibility date through the second (2<sup>nd</sup>) year – rate of 0.057692 hours – accrual limit of 180 hours
- Starting with the third (3<sup>rd</sup>) year – rate of 0.076923 hours – accrual limit of 240 hours
- Starting with the fourth (4<sup>th</sup>) year – rate of 0.080769 hours – accrual limit of 240 hours

Anniversary for vacation accrual purposes is defined as the date when an Employee was hired into a benefits eligible position.

Employees recalled as per Article 23 Layoff or Reduction in Force, will accrue at the same rate as when they last held a position under this Agreement.

#### Section 2. Vacation Pay Out

The Employee will be entitled to accumulated vacation pay upon termination. Accrued but unused vacation time will be payable to the legally designated beneficiary in the event of an Employee's death.

#### Section 3. Vacation Scheduling

Scheduling of vacations will be subjected to the approval of the Employer will and will not be unreasonably denied. Vacation may be taken in segments of one-half (1/2) day or more.

It is the Employer's responsibility to secure substitutes for Employees requesting vacation. However, Employees may be requested to assist in securing a substitute, at the time a vacation request is submitted. Vacation requests will be responded to as soon as possible but in no event longer than ten (10) calendar days after the date of submission.

Conflicts in request for vacation, prior to approval being granted, will be resolved by seniority; provided the Employee with the most seniority has not previously had a vacation request conflict resolved in their favor within the calendar year.

#### Section 4. Holidays that Fall During Vacation

Employees will be paid holiday pay for any holiday that falls within the Employee's scheduled vacation.

#### Section 5. Vacation Accrual While on Leave

Individuals on leave without pay do not accrue vacation benefits during such leave except as provided in Article 23. Layoff or Reduction in Force.

#### Section 6. Usage during the First Six Months

After six (6) months of employment, Employees are eligible to begin using accrued vacation time. Special arrangements, enabling the Employee to use accrued vacation time prior to six (6) months of employment, may be made between the supervisor and the Employee with approval of the Associate Director of PAC, or their designee, which will not be unreasonably denied.

### **ARTICLE 29. WAGES**

Minimum wages shall be paid in accordance with the Wage schedule attached hereto (Appendix A) and made a part of this Agreement.

- Effective May 22, 2019, all current Employees shall have their classification and step adjusted per education and/or years of experience in a Group Home experience.
- Effective July 1, 2020, the base rate shall be increased one and one-half (1 ½ %) percent.
- Effective January 1, 2021, the base rate shall be increased one and one-half (1 ½ %) percent.

Step increases shall be effective July 1, 2021 based on a successful evaluation.

Payroll period will be semi-monthly or bi-weekly as determined by the Employer.

Any Employee who is assigned temporarily, in writing, to a higher paid job classification shall be paid during the period of assignment at the wage of the higher classification. Nothing herein shall preclude the Employer from temporarily assigning to a particular Employee additional related duty; it being understood that the temporary assignment of said duties does not constitute formal assignment to a higher job classification, unless temporary assignment of additional duties exceeds one hundred and eighty (180) days.

Management shall inform the Union field Representative no later than ninety (90) days, or, as soon as possible after notification of changes in funding or budgeting concerns. Upon request

of the Union, Management agrees to meet and confer regarding impacts of said financial concerns to Appendix A.

### **ARTICLE 30. SHIFT PREMIUM**

Maintenance and/or Construction Workers required to work a split shift shall be paid a premium of Five Dollars (\$5.00) for each such shift worked. A split shift is defined as any work schedule, which is interrupted by non-working periods other than bona fide rest or meal periods.

Effective January 16, 2019, Group Counselors shall receive a two dollar (\$2.00) shift premium for all hours worked between 6:30 am Saturday through 10:30 pm Sunday.

### **Article 31. Evaluations**

The Employee Evaluation is a tool for growth and should not be used as a disciplinary measure or to replace regular supervisor/employee feedback. Nothing herein will be construed to limit the Employer's ability to utilize feedback set forth in an Employee Evaluation to issue appropriate corrective action in response to continuing Employee performance deficiencies (also reference Article 8. Introductory Probationary Period).

#### **Section 1. Annual Evaluation**

An Employee will have their performance evaluated by their direct supervisor on an annual basis. The purpose of the evaluation will be to review the previous year's work, set goals for the upcoming year and discuss professional development goals. The Annual Evaluation process is intended to be an open exchange between supervisor and Employee and is also an opportunity for the Employee to give feedback to their supervisor. Following an evaluation meeting between the supervisor and the Employee, the written performance evaluation will be included in the Employee's personnel file along with any written response which the Employee wishes to make.

### **ARTICLE 32. CONTINUING EDUCATION**

#### **Section 1. Employer Request**

The Employer will pay the full cost of training, which is taken at the Employer's request. No Employee will suffer a reduction in salary for time spent taking such training.



## Section 2. Employee Initiated

Fees for course initiated by the Employee and taken outside of work hours will be reimbursed if advance approval is obtained from the Employer and if evidence of satisfactory completion is provided after taking the course.

## **ARTICLE 33. PRIVATE USE OF AUTOMOBILE**

No Employee covered by this Agreement shall use their personal automobile in the course of duties to transport children. The Employer will reimburse Employees who use their personal vehicle on approved agency business for the full cost of any parking fee, or toll and shall reimburse the Employee for mileage at the rate of prevailing Internal Revenue Service mileage rate.

## **ARTICLE 34 CELL PHONE STIPEND**

The Employer may require some Employees to use their personal cellular phones based on the needs and requirements of their position.

For positions that require the use of a personal cell phone for phone calls, texts, internet access and emails on a smart phone device, the Employee will receive a thirty dollar (\$30.00) taxable stipend per month. For positions that require the use of a personal cellular phone for calls and text only, the Employee will receive a fifteen dollar (\$15.00) taxable stipend per month. The stipend will be included on the Employee's first paycheck for the following month and every subsequent month thereafter that cellular phone usage is required.

## **ARTICLE 35. INSURANCE PLANS**

### **A. Benefits Eligibility**

All Regular Full-Time and Regular Part-Time Employees are eligible to participate in the Health Insurance Plan ("Flexible Plan"). Those Employees working less than 30 hours or more a week who were 'grandfathered' in the previous agreement will retain their eligibility.

- B. The Employer will contribute a set amount per month to each Employee's individual Flexible Plan.

For the period 7/01/2018 – 6/30/2021, the total flex dollar will be calculated as follows:

Single Kaiser Plan  
Single Dental Plan

Any portion of the flex amount not used for Section 125 pretax deductions will be paid out as taxable income at 70%.

C. Plan Menu

The Plan Menu is as follows:

Medical Plan – Kaiser high plan  
Dental Plan  
Vision Plan

Spending Accounts:

1. Dependent Care Spending Account
2. Health Care Spending Account

D. Operation of the Plan

The Plan will operate pursuant to Catholic Charities CYO's Summary Plan Description ("Plan"). The Plan will comply with applicable government code sections and will be furnished to Employees and the Union upon request.

If the increase to health care premiums for the medical plan is above seven (7%), both agree to negotiate within two (2) months before the Plan enrollment, with the understanding that such negotiation may trigger a wage re-opener.

In the event a change required by law negatively impacts either party, the affected party may reopen the Agreement for the purpose of negotiating over the impact of those changes. However, changes to the Agreement dealing with said impact will only go into effect by mutual agreement. The parties will attempt to reach an agreement within sixty (60) days of the law changes and, if they are unable to do so, the matter will be referred to mediation for an additional ninety (90) days.

If any reduction in a benefit is a result of the actual insurer changing the benefits under the specific plan listed above, the agreement will not be reopened. The Union

and employees will be notified of changes made by the carrier when the Employer receives notification. However, should a plan be eliminated or substantially modified, the Employer will notify the Union and this Agreement will be reopened to negotiate regarding alternatives.

E. Administrative Costs

The Employer will pay the administrative costs for the Plan, except that the Employees will pay the portion of the administrative costs associated with the Department Care and Health Care spending accounts through a payroll deduction.

F. Forfeitures

At the end of the Plan year, unused amounts designated by an employee to their Dependent Care or Health Care Spending Accounts will be forfeited as required by applicable law.

G. Miscellaneous

1. Applicable Law

This Plan is subject to all applicable law(s), and the Employer may make any changes necessary in the Plan and the Rules in order to comply with applicable law(s). The Employer will notify the Union of all changes to be made in order to comply with applicable law(s) at the earliest time possible, but no later than thirty (30) days after the law(s) is/are announced.

2. Unpaid Leave

During any unpaid leave of absence, there will be no insurance contributions or premiums paid by the Employer and all flex credits and payments will cease except as provided in Article 23. Leave of Absence. All Employees on unpaid leave may continue their coverage at their own expense, under COBRA, during their leave.

H. Malpractice Liability Insurance

As a minimum, the Employer will continue its current insurance policy on professional liability.

I. Life Insurance

The Employer will provide life insurance, subject to the limitations of the insurance carrier, in the amount of one times (1X) the Employee's annual salary beginning on the first day (1<sup>st</sup>) of the month following completion of thirty (30) days' service.

J. Long Term Disability Insurance

Catholic Charities CYO agrees to continue to provide the existing long-term disability insurance plan for eligible Employees covered by this Agreement.

## **ARTICLE 36. DEFINED CONTRIBUTION RETIREMENT PLAN**

All Employees have the opportunity to participate in the Employer's Defined Benefit Plan during their employment with Catholic Charities.

New Hires will be auto-enrolled, with the option to opt out at any time, into the Defined Contribution Retirement Plan beginning on the effective date established by the Board of Director's resolution required by ERISA, but no later than December 31, 2018.

Auto-enrolled Employee contributions will be:

- 3% for the first Plan Year in which automatic enrollment contributions commenced.
- 4% for the second Plan Year in which automatic enrollment contributions commenced.
- 5% for the third (and subsequent) year in which automatic enrollment contributions commenced.

Members may opt out of auto-enrollment at any time.

The Employer will make a dollar for dollar match of the Employee's contribution up to a maximum of five percent (5%) of the Employee's bi-weekly straight time pay to each Employee's individual account in the Defined contribution Retirement Plan.

All contributions are subject to the (terms and conditions) Summary Plan Description which will be provided to each Employee upon their first date of (hire) employment or as requested by the Union or Employee.

Any changes to the Summary Plan Description will be sent to the Union Field Representative within ten (10) business days.

In the event that the Board of Directors chooses to eliminate the Employer matching contribution due to economic hardship, the Employer and the Union will meet to discuss effects within sixty days before implementation.

### **ARTICLE 37. ANNUAL PHYSICAL AND FINGERPRINT CHECKS**

- A. The Employer will bear the cost of any annual physical examination when required for specific licensing which will be required by the Employer after hiring to the extent not reimbursed by the Employee's health plan.
- B. In positions where the health of Employees or clients warrants, the Employer may require periodic tuberculosis tests, at the Employer's expense, and on Employer time. Employees who have a positive reaction from a tuberculosis test will be dealt with pursuant to the recommendations of their treating medical provider. No Employee will be dismissed from their position as a result of the tuberculosis test.
- C. The Employer will be entitled to undertake a fingerprint check when required for specific licensing. In the event there is a problem resulting from the fingerprint check, at the request of and in conjunction with the Employee, the Employer will exhaust all appeal procedures available through Community Care Licensing on behalf of the Employee. All Employees will be required to submit to a fingerprint check.

### **ARTICLE 38. SAFE AND SANITARY WORKING CONDITIONS**

It is recognized that the Employer does provide safe and sanitary working conditions. Consistent with this well-established practice, the Employer acknowledges that it is its duty to maintain a safe and healthful work place. Likewise, it shall be the duty of each Employee to comply with all reasonable health and safety regulations of the Employer. The Employee must report to the Employer any unsafe working conditions. If the Employer fails to correct such conditions within a reasonable period of time, the Employee may then submit the matter for resolution to the Grievance Procedure.

Employees will be provided with a copy of the Employer's safety and security rules and will be required to accept receipt of them and that they have read and familiarize themselves with those rules. The Employer will post all of its Health and Safety rules for easy viewing by Employees in all work areas, including off-site work locations.

#### **Section 1. Two-Way Radios**

The Employee agrees to provide and maintain a minimum of twelve (12) Two-Way radios to be available at all times for residential Employees use. All residential Employees shall be responsible for the security and maintenance of the radios by

keeping the radios on their person when in use or in the charging dock located in the locked supervisor/staff office of their respective houses when not in use.

Each house shall have two (2) working radios at any given time. Staff must immediately notify the supervisor of the house or the on-call supervisor if a radio is unaccounted for or damaged, or if there is a need for an additional radio.

#### Section 2. Equipment

It will be the responsibility of the Employer to ensure that all equipment is functioning properly and safely. Employees who observe equipment functioning improperly or unsafely will report such observations to management immediately. Employees will be trained to operate all equipment necessary for their jobs. Employees, when assigned, will be responsible for carrying the radio on their person and will respond promptly to radio calls.

#### Section 3. Health and Safety Training

The Employer agrees to provide safe food handling, health, safety, injury prevention and workplace violence/de-escalation training to Employees so that they may be properly informed of all risks associated with their jobs and can perform them safely.

#### Section 4. Whistleblower Protection

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

#### Section 5. Pest Control

The Employer will work with the Union, at the Labor Management Committee, in the development of a Pest Control Procedures and Policies.

### **ARTICLE 39. NO 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 Employer is an equal opportunity employer, consistent with all applicable laws.

## 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.

## **ARTICLE 40. MANAGEMENT RIGHTS**

Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer's functions enumerated below: The right to hire and to promote; to make reasonable rules and regulations governing conduct and safety; the right to establish work schedules; the right to determine or modify the Employer's goals and objectives, including the determination or modification of size, the number, location and function of the Employer's organizational units or other activities; the expansion or contraction of the Employer's services generally, or any activity or function specifically; the direction of all staff, including the right to determine work and duty of all staff, including the right to determine work and duty assignments; the recruitment, utilization and assignment of volunteers to assist and supplement the regular staff; the employment on a temporary basis of substitutes for members of the regular staff during their absences (such temporary personnel will not be considered members of the bargaining unit in this Agreement); the contracting with consultants and specialists to perform special assignments (work which does not include duties normally performed by the Employees in the bargaining unit), it being understood and agreed that the regular staff will cooperate with such consultants and specialists in the performance of their assignments; the right to determine the number of hours worked, the amount of overtime to be worked, if any, and the Employees working such overtime; the right to subcontract work; the right to establish, abolish, revise or continue policies except as provided herein; the right to create, increase, modify or abolish jobs and job functions except as provided in this Agreement; the right to supervise Employees in the performance of their duties.

## **ARTICLE 41. LABOR-MANAGEMENT COMMITTEE**

The Union and Employer agreed that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management committee shall be established and shall be composed of not less than two (2) management representatives, not less than two (2) Employee representatives of the bargaining unit and the Union Field Representative. The Committee shall meet two (2) times a year unless both parties mutually agree to change the

frequency. The Committee shall meet on paid time (not to exceed two hours) at a mutually agreed upon time to address topics of mutual interest and concern.

#### **ARTICLE 42. NO STRIKE – NO LOCKOUT**

The parties agree that, for the term of this Agreement, the Union shall not picket or engage in a strike, work stoppage or other concerted action against the Employer, and the Employer shall not engage in a lockout of Employees; provided, however, that no Employees shall be required to cross a duly sanctioned, legal picket line of another labor organization.

#### **ARTICLE 43. RETENTION OF RIGHTS**

The Employer has reserved all rights not otherwise abridged by the terms of this Agreement. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter. Therefore, the Employer and the Union each agree that the other shall not be obligated to bargain on any subject during the life of this Agreement.

#### **ARTICLE 44. TERM OF AGREEMENT**

This Agreement, except for Article 35. Insurance Plans (see note below), shall remain in full force and effect from May 1, 2019 to and including June 30, 2021, and shall continue thereafter from year to year unless at least ninety (90) days' notice to terminate, change or modify the Agreement is served by either party upon the other prior to February 1, 2021 or prior to the February 1 of any subsequent year.

If the increase to health care premiums for the medical plan is above seven (7%), both parties agree to negotiate within two (2) months before the plan enrollment, with the understanding that such negotiation may trigger a wage re-opener.

In the event that the parties do not wish to terminate the Agreement but desire to negotiate changes or modifications, the Agreement shall continue in effect and no party shall be free to engage in economic actions in the absence of a bona fide impasse in negotiations.



## SIGNATURE PAGE

FOR THE EMPLOYER

Catholic Charities St. Vincent's Residential  
Treatment Services



Charles Lopez  
Chief Operating Officer

09/13/19

Date

FOR THE UNION

SEIU Local 1021



Brandon Azor  
Bargaining Team Member

9/18/19

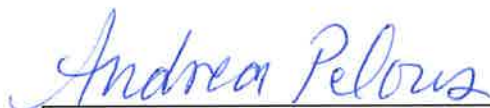
Date



Kimane Davison  
Bargaining Team Member

9/18/19

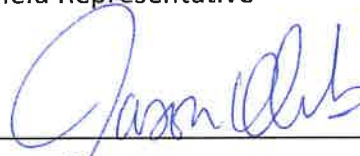
Date



Andrea Pelous  
Field Representative

9.11.19


Date



Jason Klumb  
SF Regional Director

9/29/19

Date



John Stead-Mendez  
Executive Director

9/27/19

Date

**APPENDIX A Wage and Classifications**

Steps based on Anniversary Date of hire 1% differential, based on a successful annual review<sup>1</sup>.

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Group Counselor I	16.50	16.67	16.84	17.01	17.18	17.35	17.52	17.70	17.88	18.06
GC II	16.99	17.16	17.33	17.50	17.68	17.86	18.04	18.22	18.40	18.58
GC III	17.50	17.68	17.86	18.04	18.22	18.40	18.58	18.77	18.96	19.15
GC IV	18.04	18.22	18.40	18.58	18.77	18.96	19.15	19.34	19.53	19.73

Group Counselor I: No Bachelor's Degree

Group Counselor II: Bachelor's Degree, Non-Behavioral Science, or two (2) or more years of Group Home experience

Group Counselor III: Bachelor's Degree, Behavioral Science, or four (4) or more years of Group Home experience

Group Counselor IV: Master's Degree, or six (6) or more years of Group Home experience

Employees shall be reclassified upon tentative agreement, effective May 22, 2019.

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Maintenance Worker I	18.40	18.58	18.77	18.96	19.15	19.34	19.53	19.73	19.92	20.12
Maintenance Worker II	18.97	19.16	19.35	19.54	19.74	19.94	20.14	20.33	20.53	20.73
Maintenance Worker III	19.54	19.74	19.94	20.14	20.33	20.53	20.73	20.94	21.15	21.36

Maintenance Worker I: Entry Level Maintenance/Custodial Worker

Maintenance Worker II: Experienced Maintenance Worker

Maintenance Worker III: Lead Maintenance Worker

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Construction Worker I	25.01	25.51	25.77	26.03	26.29	26.55	26.81	27.08	27.35	27.63
Construction Worker II	25.77	26.03	26.29	26.55	26.81	27.08	27.35	27.63	27.90	28.18
Construction Worker III	26.58	26.85	27.12	27.39	27.66	27.93	28.21	28.49	29.18	29.47

Construction Worker I: Entry Level Worker

Construction Worker II: Apprentice Level Worker

Construction Worker III: Journeyman Level Worker

- 1) Both parties agree to meet no later than July 15<sup>th</sup>, 2019 to discuss and review the annual evaluation process. Until which time both parties sign off on said evaluation process, no evaluation shall be used to determine annual step increases.