

COLLECTIVE BARGAINING AGREEMENT

between

**SOCIAL SERVICES UNION
LOCAL 535**

and
**SEIU
YOUTH HOMES INC.**

July 1, 2002 - June 30, 2003

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AGREEMENT

This agreement is entered into this 1st day of July, 2001, by and between YOUTH HOMES, INC., herein after referred to as the "Employer" and SOCIAL SERVICE UNION, LOCAL 535, SEIU. AFL-CIO, hereinafter referred to as the "Union."

SECTION 1. RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining representative for all workers employed in the classification listed in Appendix "A" attached herein. Excluded from coverage under this agreement are confidential, supervisory, management employees and guards, as defined by the NLRA.

The following classifications (positions) are deleted from coverage by the collective bargaining agreement:

- Development Director
- Assistant Development Director(s)
- Executive Secretaries
- Accounting Department (all positions)
- Intake Coordinator
- Program Director

- B. When any new classification or department performing work comparable or similar in nature to that done by classifications covered by this agreement is created by the Employer, the Union will be immediately notified and the Employer shall apply all the terms and conditions of this Agreement to such new workers.
- C. Any worker who is hired to fill a primary position in a group home, regardless of source of funding for such worker, will be subject to the requirements of this agreement.

The employer will not lay off workers subject to this agreement with the specific intent to replace them with work-study students, field placements, interns, or other workers funded by public agencies.

SECTION 2. NO DISCRIMINATION

- A. Neither the Employer nor the Union shall discriminate against any worker or applicant for employment on account of race, color, creed, national origin, sex, sexual preference, and to the extent prohibited by law, on account of age or physical handicaps.
- B. The Employer shall not discriminate against any worker because of Union membership or participation in any normal or lawful activities on behalf of the Union.

SECTION 3. UNION MEMBERSHIP

- A. All workers of the Agency shall have thirty-one days after the execution of this contract or day of hire, whichever is later, to choose whether or not to become members of the Union. Those workers who choose to become members of the union shall for the term of this contract maintain their membership in the Union to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership. Those workers who choose not to become members of the Union shall either submit to the Union service fees equal to the Union's uniformly required initiation fees and periodic dues or contribute to the United Way of the Bay Area an amount equal to the union's periodic dues and initiation fees upon statement of personal conviction against Union membership or payment of service. If any worker fails to comply with one of the above choices, the Employer shall terminate such worker.
- B. The Employer shall supply the Union with a written notice of the names, addresses and classifications of such new workers, and the names of the workers terminated, such notice to be furnished not later than the 10th of the following month.
- C. At the time of employment a new employee who will be subject to this Agreement shall be informed of the Agreement and shall read or have paraphrased the provisions of this Section 3 and Section 4, following.

SECTION 4.

VOLUNTARY WRITTEN ASSIGNMENTS OF WAGES

- A. During the term of the Agreement the Employer will honor written assignments of wages to the Union for payment of Union Initiation Fees and Dues or services fees, or the United Way for payment of service fees, provided such assignments are submitted in a form agreed to by the Employer and the Union or United Way.

The Employer, through its payroll service, will collect the initiation fees, and percentage dues formula up to the maximum requirement. The dues formula is set forth in Appendix B.

Any monies uncollected other than those specified above will be collected directly by the Union. Errors in the deduction or collection of the initiation fees, percentage dues formula or the maximum dues will be corrected by the Employer. All adjustments or additional monies owed by way of the dues minimum will be made or collected by the Union directly.

In the event that the Employer is requested by the Union, or due to a failure by the Union, becomes involved in the dues collection process. Section 4 shall become null and void. If the Union adopts a dues structure which the payroll company, or Youth Homes, in the event there is no payroll company, is unable to accommodate, as put forth in Section 4B, Section 4 shall become null and void.

Dues for the period up to the effective date of the contract are the responsibility of the Union, including discrepancies existing prior to the expiration of the previous contract March 31, 1996. Initiation fees will be deducted by the Employer for all unit employees so owing.

- B. The Employer will promptly remit the monies deducted pursuant to such Assignments, with a written statement of the names of workers for whom deductions were made. Notwithstanding the foregoing, the Union authorizes the Employer to withhold five percent (5%) of said monies deducted in accordance with such assignments as payment for the administrative and payroll costs incurred by the Employer in processing such assignments.
- C. Normally the deductions of such assigned wages will be made on the first pay period of each month for the current Union or service fees.
- D. The Union will hold harmless the Employer against any claim or obligation which may be made by persons by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation. The Union will have no monetary claim against the Employer by reason of failure to perform under the section.

SECTION 5.

WAGES

- A. The parties agree that all workers subject to this Agreement shall be paid in accordance with the salary schedule in Appendix "A" and that said hourly rates will be the minimum rates paid by the Employer.
- B. Salaries shall be paid twice monthly, no later than the sixth (for hours worked from the 16th through the final day of the preceding month) and the twenty-first (for hours worked from the 1st through the 15th of the current month) calendar day of any month; provided, however, that should one of these dates fall on a Saturday, payday will be the immediate preceding business day, and further, should one of these dates fall on a Sunday or a holiday when the payroll office is closed, checks will be dispersed on the next regular business day. If payday falls on a Sunday and Monday is a holiday, checks will be dispersed on Tuesday.
- C. All regular, full-time and part-time workers as defined herein shall advance along the tenure steps based on continuous service from date of hire.

- 1. Placement on Salary Schedule for Clinical Supervisors:

- License-eligible, with 0 year SED children experience: Step 1
- License-eligible, plus 1 year SED children experience: Step 2
- License-eligible, plus 2 years SED children experience: Step 3
- License-eligible, plus 3 years SED children experience: Step 4
- License-eligible, plus 4 years SED children experience: Step 5
- Licensed with 0 or 1 years with SED children: Step 5
- Licensed, plus 2 years SED children experience: Step 6
- Licensed, plus 3 years SED children experience: Step 7
- Licensed, plus 4 years SED children experience: Step 8

Clinical Supervisors will move up one step on the scale for each full year with Youth Homes, Inc.

2. Placement on Salary Schedule for Counselors:

- Step A: Less than one year of residential treatment experience.
- Step B: One year of residential treatment experience.
- Step C: Two years of residential treatment experience.
- Step D: Three years of residential treatment experience.
- Step E: Four years of residential treatment experience.
- Step F: Five years of residential treatment experience.

3. Experience Credit (applies to Counselors only)

- a. BA or BS in a related field is comparable to one year experience in residential treatment. Related field is defined as "Behavioral science subjects, which include child development, psychology, counseling and guidance, early childhood education, human services, nursing, social science, social welfare, social work and sociology."
- b. MA in related field comparable to two year's experience in residential treatment.
- c. For every two years of direct outside experience on year of residential experience will be granted up to maximum of three (3) years.
- d. Direct outside experience is defined as "Direct child care or direct supervision of child care workers in county receiving homes/shelters, youth authority camps and facilities, county juvenile halls and camps, juvenile detention facilities, public and/or private mental health day treatment programs, or as a licensed or certified foster parent."

SECTION 6. HOURS OF WORK AND OVERTIME

A. Forty (40) hours shall constitute the maximum straight-time workweek for all employees. All work performed in excess of forty (40) shall be compensated at time and one-half (1/2) in cash for all employees. The workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 11:59 p.m.

Eight (8) hours shall constitute the maximum straight time worked day for all classifications, except counselors. The above overtime provisions shall apply to covered workers for hours worked in excess of eight (8) hours.

Sixteen (16) hours shall constitute the maximum straight-time work day for counselors. The overtime provisions shall apply to cover workers for hours worked in excess of sixteen (16) hours in one day.

Only time worked shall be used in the computation of overtime. Sick leave, vacation leave, holiday time not worked, bereavement leave, jury duty leave, military leave, and leaves of absence shall not be used in the calculation of overtime hours.

B. All workers shall be entitled to two (2) fifteen (15) minute breaks during each eight (8) hour period, at or near the second and sixth hours of such shift. Such breaks shall be considered time worked and must be scheduled with the Residential Supervisor, whenever possible. It is recognized that the Employer is under no obligation to provide relief coverage for any worker on a break.

C. Counselors who are scheduled to work overnight shall receive no credit for the time not worked for a regularly scheduled sleeping period of eight (8) hours duration; provided, however, that any time actually worked during such sleeping period shall count as overtime, and provided further, that should any person work more than three (3) hours in any such eight (8) hour sleeping period, the entire eight (8) hour period shall count as overtime worked. Two (2) meal periods per day when not relieved of duty not to exceed one (1) hour each in duration, shall also be included as time worked for such workers.

Any worker called back to work who has completed his/her shift or is on scheduled time off; or any counselor awakened by work related factors during his/her regularly scheduled sleeping period shall be paid one hour additional pay, to be included in the computation of overtime.

- D. The Employer shall attempt, to the extent it is practical, to schedule for each worker two (2) consecutive days off each week, unless the worker desires a different schedule.
- E. All workers required to work a split shift shall be paid a premium of one hour at the Employee's straight-time hourly wage for each such shift worked. A split shift is defined as any work schedule, which is interrupted by non-working periods other than bonafide rest, meal periods or days off.
- F. Clinical Supervisors shall be allowed to schedule their workweek on a four (4) day basis, if he/she chooses to do so then (10) hours shall be the straight time workday.
- G. Any time spent by workers in staff meetings shall be considered time worked.
- H. Except as modified by use of a designated On Call worker, the rest of this section shall set the terms for employees performing on-call duties. Management will make its best effort to employ designated on-call workers to provide on-call coverage on weekdays.

The employees performing on-call duty will be required to be available by beeper during the week from 9 a.m. Monday until 9 a.m. the following Monday.

When an emergency occurs during on-call status, the employee will not be required to work the shift in the home to cover for an absent employee unless a replacement counselor cannot be found.

When "called," the on-call employee must respond immediately unless he/she is involved in a private session, in which case he/she must respond within 45 minutes of receiving the phone call/voicemail.

If staffing issue is involved, the Residential Supervisor, Clinical Supervisor or On-Call Supervisor will attempt to fill the shift by telephoning back-up counselors, relief counselors and regular employees who have added their name to a list of employees who are willing to work additional shifts, in that order. Seniority will be considered when calling regular employees. Every attempt will be made to fill an open shift with an employee who has not reached the 54-hour per week limit. Only if the on-call employee is unable to find a replacement will he/she be required to fill a shift in a home.

Employees will be paid a differential of two hundred dollars (\$200) per week of on-call duty. If any Employee is required to report to work for a shift while on-call, that Employee shall be paid his/her normal hourly wage for the time worked and a fifty dollar (\$50) over-night fee in addition to the \$200.00 differential.

Management shall implement this policy as soon as possible after a new Collective Bargaining Agreement is agreed to.

- I. If any worker is required to perform the duties of a supervisor and/or Clinical Supervisor he/she shall be paid the Supervisor rate of pay of the time such work is performed.

SECTION 7. OFFERING OVERTIME

- A. Fifty-four (54) hours per workweek shall be the total amount of time worked by any employee, unless overtime is required and assigned.
- B. If an open shift cannot be filled by the method described in Section 6.H, paragraph 5, and overtime is required in an individual group home, it shall be assigned to the most senior employee in that home, who has not yet reached the 54 hour of work per week cap. The most senior person may then work as many hours of the open shift as liked, up to 54 hours of work per week cap. If the most senior person is unavailable for overtime work, or reaches the 54-hour per week cap, the next most senior employee shall be assigned the overtime.
- C. In the event no counselor is available from the group home offering overtime, the Residential Supervisor, Clinical Supervisor or On-Call employee may then call back-up counselors, relief workers and any employees who are willing to work additional shifts, in that order, based on seniority.

SECTION 8.

CATEGORIES OF WORKERS

- A. All workers covered by this Agreement shall be considered as employed in on the of following categories;
 - 1. Regular Full-Time: All classifications (including counselors) who work at least forty (40) hours per week on a predetermined work schedule are to be considered as regular full-time. Counselors who work twenty four (24) hours shifts shall be considered full-time when assigned a predetermined work schedule of three (3) such shifts in the Sunday through Saturday workweek.
 - 2. Regular Part-Time: All classifications, including counselors, who work less than forty (40) hours and twenty (20) or more hours per week on a predetermined work schedule are to be considered as regular part-time.
- B. All regular part-time workers who began a part-time workweek schedule after July 1, 2002 shall be eligible for fringe benefits on a pro-rated basis except that eligibility for Health Insurance coverage shall be contingent upon being regularly scheduled to work twenty (20) hours a week. Any Regular Part-time employee who received Full-time benefits prior to July 1, 2002, will continue to receive those benefits throughout the life of this contract.
- C. Seniority for purposes of this Agreement shall be defined as length of service from date of hire.
- D. Clinical Supervisors are responsible to fulfill roles and responsibilities of Residential Supervisor when Residential Supervisor is absent due to vacation, sickness, trainings, and absences from the house, when the Clinical Supervisor is available to do so.

SECTION 9.

HOLIDAYS

- A. The following eight (8) days shall be observed as paid holidays for all eligible workers:

New Years Day	Martin Luther King Day	President's Day
Memorial Day	July 4 th	Labor Day
Thanksgiving Day	Christmas Day	
- B. Any worker required to work a holiday as set forth above, shall be paid at two times (2) the straight time hourly rate.
- C. Any worker whose regularly scheduled day off falls on a holiday as set forth above, shall receive holiday pay at the straight time rate times the hours provided below:
 - 1. Regular Full-time Counselors: sixteen (16) hours
 - 2. Regular Full-time Clinical Supervisors: the average number of daily hours worked during the week in which the holiday falls.
 - 3. Regular employees who are scheduled between thirty (30) and thirty-nine (39) hours per week: the equivalent of their longest regularly scheduled shift.
 - 4. Regular employees working between twenty (20) and twenty-nine (29) hours: eight (8) hours.
- D. If a holiday falls on a Saturday, requests to take the holiday on the preceding Friday, made by workers other than counselors not regularly scheduled to work on Saturday, shall be granted. If a holiday falls on Sunday, requests to take that holiday on the following Monday, made by workers other than counselors not regularly scheduled to work on Sunday shall be granted. In the case of counselors, best efforts will be made to grant such requests.

SECTION 10.

PAID ANNUAL LEAVE

- A. Paid leave time for all workers begins to accumulate upon employment. However, such paid vacation time will not be granted unless the initial probationary period is satisfactorily completed. Annual paid leave time for regular full-time employees is established as follows:
 - 1. Counselors (Full Time): Four weeks during the first year, and five work weeks the second year and every year thereafter.
 - 2. Clinical Supervisors: Four (4) weeks and two days each year.
 - 3. Regular part-time employees shall accumulate vacation time on a prorated basis.

- B. Vacation requests by the employee must be submitted in writing to his/her immediate supervisor, at least thirty days in advance of the date the vacation is to commence. All vacation requests are granted subject to the approval of the Executive Director based on the staffing needs of the agency.

Vacation hour balances for the previous month will be distributed on the fifteenth (15th) of every month.

- C. If a holiday, as set forth in Section 9, occurs during a worker's paid leave, the scheduled leave time shall not be deducted from the worker's accrued annual leave; this applies to all hours of annual leave scheduled on the holiday.
- D. All full-time counselors and social workers will be encouraged and expected to take at least one week of earned paid leave between the 6th and 9th months of employment and the balance of the first year's earned paid leave shall be taken by the 18th month of employment. The second year's paid leave and all subsequent year's paid leave will be taken no later than twelve (12) months after the year in which it is earned. Both the Employer and workers agree to schedule paid leave in good faith and the Employer and workers agree to schedule paid leave in good faith and no worker shall suffer a loss of benefits by application of this section.
- E. Annual leave paid shall be at the rate of pay which the worker would have received had he/she worked his/her regular work schedule.

SECTION 11. RESIGNATION

- A. In cases of resignation of an employee, all accrued annual leave time will normally be compensated in a terminal paycheck.

Required notice is defined as four (4) workweeks for all staff working with residents of treatment programs, and two (2) work weeks for all other staff.

No leave time will be counted as time worked with regard to required notice of resignation.

SECTION 12. SICK LEAVE

- A. For employees hired before January 1, 1988, all regular full-time workers who have completed their probationary period shall earn leave at the rate of one working day per month, to a maximum of fifty (50) days. Part-time workers and full-time workers who take unpaid leave for a part of any month shall receive pro-rated sick leave for the time worked based on 173.33 hours equaling a month, except for counselors whose month shall be the equivalent of 208 hours. For purposes of sick leave, a working day in (a) above shall mean eight (8) hours, except for counselors regularly scheduled to work a sixteen (16) hour day. In the case of such counselors, a working day shall equal sixteen (16) hours.
- B. All regular full-time and part-time workers who are hired on or after January 1, 1988, shall earn sick leave at the rate of eight (8) hours per month, to a maximum of 150 hours. Sick leave accrual shall begin after the successful completion of the probationary period. Part-time workers and full-time workers who take unpaid leave for a part of any month shall receive pro-rated sick leave accrual for that portion of the month worked. Part-time workers will accrue sick leave on a pro-rata basis, depending on time normally scheduled.
- C. All regular workers shall be eligible to take accrued sick leave.
- D. Sick leave with pay shall be granted in the event of worker's personal illness, including any ocular, medical or dental appointments. Except in cases of emergency, the worker shall give at least seventy-two (72) hours notice of any medical or dental appointments. Whenever possible, medical and dental appointments shall be scheduled during non-work hours.
- E. If On-call is in effect (5 pm to 9 am, M-F, and all day Saturday and Sunday) an employee calling in sick must contact the On-Call Supervisor. If On-Call is not in effect, the employee calling in sick must speak with either their Residential Supervisor or the Clinical Supervisor. If either of the Supervisors is unavailable, the employee must leave a number where they can be reached.

- F. Sick leave shall be applicable only if the worker is ill on days during which he/she is normally scheduled to work. Pay for sick leave shall be at the rate of pay which the worker would have received had he/she worked his/her regular straight time scheduled that day.
- G. If a worker is absent on paid sick leave, and a holiday occurs during such absence, he/she shall receive the holiday pay and the day shall not be charged against his/her sick leave accrual.
- H. If any worker is absent due to illness for their entire scheduled workweek, that employee shall produce a physician's note substantiating their claim to illness. If the employee fails to produce a physician's note, that employee may be subject to disciplinary action. When the Employer has reasonable documented evidence that a worker is abusing sick leave rights and the Employer has reason to believe the worker is not sick or ill, the Employer may present the worker with such evidence and from that date forward, such worker shall be required to medically verify all absences regardless of duration. Such restrictions shall be reviewed by the Employer after six (6) months based on evidence of continued abuse.
- I. The amount of sick leave with pay shall not affect or limit a worker's right to full weekly disability benefits to which he/she may be entitled under the California Unemployment Compensation Act. In cases where a worker is eligible to receive disability payment, the worker shall receive his/her full disability payment, plus such portion of his/her earned sick leave pay as shall aggregate to an amount equal to but not exceeding the worker's regular net take-home rate of pay. In cases of on-the-job injury entitling the worker to Worker's Compensation Insurance payment, the same method of integration with sick leave shall apply.
- J. If an employee does not use any sick leave during the period between January 1st and October 31st, the worker shall request that Youth Homes 'buy back' two days of sick time. The amount of sick time bought back will be prorated for employees beginning employment with Youth Homes after January 1st. Any sick leave taken between November 1st and December 31st will have no effect on the 'buy back' of sick time. This policy applies to one calendar year, and activities in one year will not impact the activities in another year.

SECTION 13. MATERNITY/PATERNITY/CO-PARENT LEAVE

- A. Maternity/paternity/co-parent leave without pay of up to six (6) months shall be granted to all workers, provided that the worker(s) shall return to duty within the specified time period. Any such worker at his/her option may elect to use some or all of his/her accrued paid annual leave during such maternity/paternity/co-parent leave. Any such worker who is physically disabled by reason of pregnancy shall be granted sick leave as requested. Such worker shall, upon three (3) weeks notice of his/her intent to return to work, be immediately reinstated in his/her former classification and his/her former pay step. The Employer shall continue to pay 50% of the cost of worker and dependent health coverage for up to three (3) months for workers on maternity/paternity/co-parent leave. For purposes of this section, "co-parent" shall be defined as one living in a spouselike relationship with a member of the same sex who becomes pregnant.

SECTION 14. EMERGENCY LEAVE

- A. In the event of a death or serious illness in the immediate family of any worker or in the case of other essential personal emergencies, said worker shall, upon request, be granted a maximum of one (1) workweek off with pay, and an additional workweek off without pay per calendar year.
- B. Immediate family for purposes of this section are defined as: child, stepchild, brother, sister, parent, parent-in-law, grandmother, grandfather, stepparents, step-grandparents, or spouse of the worker or any person in a spouse-like relationship with the worker.

SECTION 15. LEAVE OF ABSENCE WITHOUT PAY

- A. Any worker with one (1) or more years of service with the Employer may make application for a leave of absence without pay. Such application shall be in writing, and shall be granted for periods of up to six (6) months in all cases of verifiable medical need for convalescence, and may be granted for periods of up to one (1) year in all other cases. Convalescent leave may be extended for an additional six (6) months upon application of the worker to the Employer.

- B. A worker on leave pursuant to this Section shall give at least two (2) weeks prior notice to the Employer of his/her intent to return to active status. The Employer shall then reinstate the worker in his/her former salary step in the position of his/her former classification. Any worker on leave of absence pursuant to this section shall not have his/her anniversary date adjusted when such leave is less than thirty (30) days in duration. Any worker on leave of absence by reason of industrial accident shall not have his/her anniversary date adjusted for purposes of this Agreement when the leave of absence is less than six (6) months. Any worker taking unpaid leave of over thirty (30) calendar days shall not accrue benefits or tenure, except any worker on leave of absence due to industrial accident shall have the health and dental plan premiums paid by the Employer for up to three (3) months, and thereafter the worker may continue coverage for the duration of the leave by paying the premiums.
- C. Employees who are members of the National Guard or Armed Forces Reserves or who are subject to other forms of military training or alternative services and who are called for temporary active duty, shall be granted a leave of absence without pay for the duration of such active duty.
- D. A worker on an approved leave of absence may lose his/her right to that leave and any benefits thereof upon assuming other regular employment.

SECTION 16. HEALTH PROGRAMS

- A. The United Group Insurance Trust covers medical, dental and vision coverage. Such plan shall provide coverage for the worker and dependent children of the worker. The cost of coverage for all other dependents, including spouses and domestic partners shall be paid in full by the worker.

Youth Homes will allocate \$250.25 for each full-time employee and \$512.57 for each full-time employee and all dependent children. The Employee can choose from any of the plans offered, however, the employee must pay the difference if the plan(s) they choose exceed the allotted amount. Regular part time, between 20 and 39 hours, employees will be allocated a pro-rated amount depending upon their regularly scheduled workweek.

If an Employee provides evidence of existing coverage that Employee may receive the allotted amount for the Employee only (\$250.25) in cash. The Employee must notify Youth Homes immediately if their existing coverage ends. Employees who elect to not receive benefits may enroll in health coverage during United Group Insurance Trust's open enrollment period, which is in December of each year.

- B. New regular workers shall become eligible for the United Group Insurance Trust Plan on the first (1st) day of the month in which their ninety (90) day anniversary falls.
- C. Any worker on leave of absence without pay may continue coverage under the above programs at his/her own expense.

SECTION 17. PHYSICAL EXAMINATIONS

- A. The Employer shall bear the full cost of any annual physical examination, which shall be required by the Employer, after hiring, to the extent not reimbursed by the worker's health plan. This reimbursement is not to exceed current employer costs for both the physical and the required Tuberculosis test. Any X-rays that may be required to prove eligibility will be at the employee's expense.

SECTION 18. USE OF PRIVATE AUTOMOBILE

- A. No worker shall use his/her personal automobile to transport residents for the Employer unless he/she has previously presented the Employer with proof of insurance showing at least the minimum legally required insurance under laws current in the State of California. Upon presentation of receipts and mileage reports the Employer shall pay in full the cost of any parking fee, dump fee or toll incurred during Youth Homes business and shall reimburse the worker for mileage at the rate of thirty-four cents (\$.34) per mile.

SECTION 19. JURY DUTY LEAVE

- A. All regular part and full-time workers shall receive their authorized full salary less the fee they receive for such a community service.

SECTION 20.

HIRING AND PROBATIONARY PERIOD

- A. The employer agrees to notify the Union and all workers of any vacancy or other need for additional staff in positions subject to this Agreement and may also advertise for applicants. All vacancies in permanent positions within the agency will be announced through notification included in payroll disbursement. While all qualified employees may apply for any position, it is understood that management reserves the right, after considering input from the unit with the vacant position, to decide which applicant shall be employed. In the case of equally qualified applicants who are current employees of the agency, seniority shall govern in the selection of the applicant.
- B. Each new worker shall serve a probationary period of one hundred eighty (180) days, with benefits in effect after a period of ninety (90) days. During such period the Employer may discharge a worker for any reason except discrimination, as defined in Section 2, and such probationary worker shall have no recourse to the grievance procedure. Any such worker shall receive a written evaluation before the end of his/her probationary period.
- C. Each work-study student or substitute hired as a regular worker shall receive his/her tenure step increases on the anniversary date of hire as a regular employee. This date shall be advanced one (1) month for every 180 hours worked as a work-study student or substitute, up to a maximum of three (3) months, for the purpose of tenure step increases only.

SECTION 21.

STAFFING STANDARDS AND SCHEDULING

- A. The current staffing levels for all classifications shall be maintained for the life of this Agreement unless there is a demonstrated reduction in the number of clients serviced by the Agency or in operating revenues. For the life of this Agreement, the Employer agrees to maintain the following staffing levels.

For the Life of this Agreement, the Employer agrees to provide a minimum of forty (40) hours a week of double coverage in any house with a client population of six (6), a minimum of thirty (30) hours double coverage in any house with a client population of five (5), and a minimum of twenty (20) hours of double coverage in any house with a client population of four (4).
- B. Scheduling Committee: The Joint Committee shall evaluate scheduling and solve scheduling problems. The Committee shall consist of one counselor, one supervisor, one social worker and the Executive Director.

Each category of worker covered by this contract shall vote by secret ballot for its scheduling committee representative. Term of office shall be one year. Committee meetings shall be considered as time worked. This committee shall meet at the request of either party on Thursdays. The time of the meeting will be by mutual agreement.
- C. The Employer will recruit and maintain a sufficient number of qualified substitute 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 the regular staff – each organizational unit shall be provided with a current list of names and phone numbers for all such substitute employees.
- D. All new permanent employees will be required to undergo comprehensive orientation and training in agency and house policies as paid work time. Such paid work time will consist of a minimum of forty (40) hours.
- E. Prior to working a 24-hour shift, new counselors with less than one year of experience will be given at least sixteen (16) hours of on-the-job training and/or orientation to be completed over a minimum of a two-day period.

Counselors will be provided a counselor manual which will cover all regular house procedures.

SECTION 22.

JOB DESCRIPTION

- A. Within ninety (90) days of the execution of this Agreement, the Employer, in consultation with affected staff shall prepare a full job description for each classification set forth in the Appendix "A" attached hereto. Each worker shall thereafter receive a copy of his/her job description. A copy of all such job descriptions shall be made available to the Shop Steward and to the Union.

SECTION 23. SAFE AND SANITARY WORKING CONDITIONS

- A. It is recognized that the Employer does provide safe and sanitary working conditions. Consistent with this well-established practice, as well as the Occupational Health and Safety Act of 1972 (OSHA) and the provisions of the Labor Code of the State of California, the Employer shall maintain a safe and healthful workplace. Likewise, it shall be the duty of each worker to comply with all health and safety regulations of the Employer. In the event that any safety or health hazard is detected it shall be promptly reported to the Employer and the Union. The Employer shall have a reasonable period of time to remedy such hazard. Pursuant to the law, no adverse action shall be taken against any such worker or the Union, by reason of making any such report.

SECTION 24. LAYOFF OR REDUCTION IN FORCE

- A. There shall be no layoff, except by reason of lack of work or demonstrated lack of funding. The Employer shall provide three (3) weeks notice of any intended layoff to all affected workers or pay in lieu thereof. Layoff 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 within one (1) year. Any worker recalled following a layoff shall retain all credit for service from the date of hire, but excluding the period of the layoff and shall be entitled to accrue benefits under this Agreement, upon recall, on the basis of such seniority.
- B. In the event of a layoff or reduction in force appears to be necessary to the Employer, the Union shall be provided with the opportunity to explore alternatives to layoff with the Employer prior to such layoff up to one (1) week.

SECTION 25. LETTERS OF RECOMMENDATION

- A. At any time following the separation of any worker, the Employer shall respond to any request for a letter of recommendation with a statement of the separated worker's dates of service, classification, and final salary only. More complete letters of reference shall be provided only with the specific authorization, in writing, of the separated worker, except in case of workers terminated for just cause.

SECTION 26. DISCIPLINE

- A. Except as set forth below, prior to an employee being terminated, progressive discipline involving a verbal warning; followed, if necessary, by a written warning; followed, if necessary, by a suspension, shall be utilized.

Where the conduct of an employee is of such a serious nature so as to constitute a danger or a threat of danger to the children in the care of the Employer or to a co-worker, or presents an actual or potential violation of the law (State or Federal), the employee may be suspended or terminated without resort to warnings or suspension.

SECTION 27. GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim or dispute, including any claim or dispute relating to suspension or discharge, by any worker, the Union, or the Employer concerning the interpretation, application or alleged violation of this Agreement, or an alleged violation of State or Federal law.
- B. Every grievance by the Union or worker shall first be taken up orally by the worker and/or the Shop Steward, with the immediate supervisor, who will attempt to settle the matter. If the alleged grievance is not settled, it shall be reduced to writing. Such written grievance shall contain a clear statement of the nature of the grievance, citing applicable contract provisions, the date of the occurrence of the action upon which the grievance is based, the proposed solution to the grievance, the date of the execution of the grievance letter, and the signature of the grievant(s) and/or signature of the Union representative. The grievance shall be filed with the Employer's Director within fifteen (15) calendar days following the date the grievance occurred.
- C. Within ten (10) working days after the written or Union grievance has been filed with the Director, and as the initial set of an Employer grievance, the Business agent or other authorized Union representative shall meet with the Director of his/her representative in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the non-grieving party shall render an answer to the other party in writing.
- D. If no settlement is reached, the matter shall be reviewed by a grievance review committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union which shall meet within seven (7) days.

- E. When an unsatisfactory answer is received in writing, the grievance may be directly referred to arbitration. The request for arbitration must be made in writing within fifteen (15) days after receipt of the answer.
- F. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the union shall select a mutually agreeable, impartial arbitrator. In the event that the parties cannot agree on the impartial arbitrator within five (5) days after receipt of the written request for arbitrator, either party may request the California State Conciliation Service to submit a list of five (5) arbitrators. Each party shall alternately scratch two (2) names from this list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. All expenses of the arbitration shall be paid equally by the Employer and the Union, but each side shall bear its own cost of representation and/or witnesses. The arbitrator shall have no authority to amend, add to, subtract or change the scope of terms of this Agreement, but may only consider grievances submitted pursuant to this Agreement. The determination of the arbitrator shall be final and binding upon the parties.
- G. Time limits may be extended or waived only by mutual agreement of the parties.

SECTION 28. SHOP STEWARD

- A. The Union may designate one (1) employee as Shop Steward at each job site. It is agreed by the parties that the Shop Steward(s) may assist in the adjustment of grievances. It is agreed that the Shop Steward(s) shall be allowed reasonable work time necessary to carry out his/her official duties. The Union shall notify the Employer of the identity of the current designated Shop Steward(s) and any changes thereof.
- B. The negotiating committee accepts the invitation of the Employer to send a Union representative to board meetings. The representative will notify the board in writing of the person's name and an alternate.

It is a good faith understanding that the board will arrange to have items involving personnel confidentiality of Union negotiations at the end of the agenda, and that the Union representative will not participate in these matters.

SECTION 29. MEETING FACILITIES

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

SECTION 30. VISITS BY UNION REPRESENTATIVE

- A. A duly authorized representative of the Union shall be permitted to enter the Employer's building and grounds at reasonable times as determined by the director for the purpose of observing whether this Agreement is being observed or to investigate complaints of the workers. This privilege shall be exercised reasonably and shall not disrupt the work of workers, provided that the Union representative may confer with a worker and his/her supervisor or other Employer representatives in connection with a complaint or problem concerning the worker during working hours. The Union shall promptly advise the Employer of the name of the assigned Business Agent. A Union representative shall request from the director permission in advance to visit any facility.

SECTION 31. NO STRIKE – NO LOCKOUT

- A. 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 lock out of workers; provided, however, that no worker shall be required to cross a duly sanctioned, legal picket line of another labor organization, except when the health and well-being of a client is at stake.

SECTION 32. SAVINGS CLAUSE

- A. If any provision of the Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions shall be restrained by a tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provisions.

SECTION 33.

TERM OF AGREEMENT

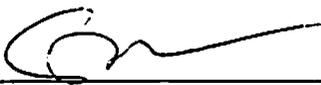
A. This Agreement shall remain in full force and effect from July 1, 2002, and shall continue thereafter through June 30, 2003, unless at least ninety (90) days notice to terminate or renegotiate is served by either party upon the other prior to June 30, 2003.

In the event the parties do not wish to terminate the Agreement but desire to negotiate changes and modifications, the Agreement shall continue in effect until the parties reach agreement or an impasse.

Signed this 11/4/02 day of November 2002.

YOUTH HOMES, INC.

SOCIAL SERVICES UNION
LOCAL 535 SEIU AFL-CIO

By: 

By: 

Date: 11/1/02

Date: 11/4/02

APPENDIX A

Staff Wages Effective October 1, 2001

Position	1	2	3	4	5	6	7	8
Counselors	9.35	9.75	10.10	10.45	10.80	11.20	11.55	11.90
Clinical Supervisors	18.00	18.30	18.65	19.00	19.40	19.80	20.20	20.60

All relief counselors also receive \$30.00 for each overnight.

Any counselor who works a night shift beyond their regular schedule will also be paid \$30.00.

In addition to the minimum hourly wage rates outlined above, any employee who has reached the top step in his/her classification shall receive an increment of thirty cents (\$.30) for each subsequent year of service.

Please call the Youth Homes Administrator at (925) 933-2627 if you have any questions regarding a new employee's starting salary.

APENDIX B

Local 535 dues formula:

Currently the Local 535 dues and initiation fee rates are as follows:

- Dues 1.65% of gross semi-monthly income (excluding overtime pay, flex benefit monies, sick leave cash-outs and vacation cash-outs, but including regular salary, vacation pay, sick leave pay, holiday pay and ongoing differentials, e.g. bilingual, shift premium, etc.) without a minimum required.

Initiation Fees:

GROSS SEMI-MONTHLY SALARY	TOTAL INITIATION FEE OWED
Up to \$500.00	\$25.00
\$500.01 - \$1,000.00	\$50.00
\$1,000.01 - \$1,500.00	\$75.00
\$1,500.01 AND UP	\$100.00

Initiation fees are to be deducted concurrently with dues over the first two months after hire.

LOCAL 1021



SEIU

**Over 50,000
Strong and United
in Northern California**

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OAKLAND, CA 94609
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Fax 510-893-0934

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MEMO

Date: April 16, 2007
To: SEIU 1021 members at Youth Homes, Inc.
From: Ron Rhone, Worksite Organizer *RR*
Re: Contract Vote

Enclosed you will find a copy of the wage and benefit offer received from the Employer (this is what you are voting on).

We have agreed to meet in August 2007 to review other issues in the contract. Other issues are mileage, Term of Agreement along with any other concerns you may have. I look forward to seeing and meeting with all of you to determine what other issues we will need to discuss.

RR: nb

RR

Youth Homes, Inc.
PROPOSED Counselor Salary Scale - FY 2006/07

	1	2	3	4	5	6	7	8	9
old:	9.35	9.75	10.10	10.45	10.80	11.20	11.55	11.90	12.20
new:	11.00	11.20	11.40	11.60	11.80	12.05	12.30	12.55	12.80
	10	11	12	13	14	15	16	17	18
old:	12.50	12.80	13.10	13.40	13.70	14.00	14.30	14.60	14.90
new:	13.10	13.40	13.70	14.00	14.30	14.60	14.90	15.20	15.55
	19	20	21	22	23	24	25	26	27
old:	15.20	15.50	15.80	16.10	16.40	16.70	17.00	17.30	17.60
new:	15.90	16.25	16.60	16.95	17.30	17.65	18.00	18.35	18.70

PROPOSED START DATE:
March 1, 2007

HEALTH CARE COSTS

In December, the Board of Directors of Youth Homes agreed to absorb an additional \$15-\$17,000 in health care premiums, rather than passing the cost on to employees.

TOTAL Cost to the agency exceeds \$51,000 per year for the proposed salary increase.

Note: Total annual additional personnel cost, not counting future annual step increase exceeds \$66,000.