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**IDnum** 57      **Language** English      **Country** United States      **State** CA

**Union** SEIU (Service Employees International Union) AFL-CIO

**Local** Local 790

Occupations Represented
Social workers

**Bargaining Agency** Huckleberry Youth Programs, Inc.

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 2001      **EndYear** 2002

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**Notes**

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**Full text contract begins on following page.**

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**Huckleberry Youth Programs, Inc. and Service Employees International Union, Local 790, AFL-CIO**

**AGREEMENT**

This Agreement is entered into between Huckleberry Youth Programs, Inc. (hereinafter referred to as the “Employer”) and Service Employees International Union, Local 790, AFL-CIO (hereinafter referred to as the “Union”)

**Section I. Management Rights**

It is mutually agreed that, except as modified or limited by this agreement, it is the Employer’s exclusive duty and right to manage the operations of the Employer and to direct the working forces. This right includes, but is not limited to, the right to determine the number and location of facilities; determine the size of the work force; set personnel policies; hire, transfer, promote, demote, schedule, determine the job content of, reclassify, discipline or discharge employees; and to contract out for services, subject to the conditions provided herein.

**Section II. Recognition**

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

**Section III. Union Membership**

A. All employees who are subject to this Agreement and who are employed on the effective date of this Agreement, shall, not later than the thirty-first (31st) calendar day following the effective date of this Agreement, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.

B. All employees who are subject to this Agreement and who are hired on or after the effective date of this Agreement shall, not later than the thirty-first (31) calendar day following their date of hire, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.

C. Occasional relief staff who work an average of 4 hours or less per week and part time staff who work an average of 8 hours or less per week shall not be covered by this agreement. When either of the foregoing exceed said weekly average for three (3) consecutive months, the employee shall then be covered by this Agreement and will then be subject to the provisions requiring dues payment and tendering of initiation fees where applicable. ***THIS SECTION TO BE FURTHER DISCUSSED AND REVISED DURING THE 2001/2002 CONTRACT YEAR PER MUTUAL AGREEMENT BY BOTH PARTIES.***

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

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

F. The Employer will distribute and collect membership cards at the orientation meeting when other necessary pre-employment documents are completed. The original copy of the form shall be sent to the Union Headquarters.

G. The Employer agrees to collect dues, assessments, initiation charges and any other contribution from each unit member's wages as specified by the Union. The Employer agrees to transfer all funds collected to the Union as soon as possible, but not later than ten days from the final pay period of each month.

H. Not less frequently than once each month, the Employer shall supply the Union with the name, classification, mailing address and date of hire of any newly hired employee and the names of any employees terminated or laid off during the previous month.

#### **Section IV. Union Business**

A. A duly authorized representative of the Union shall be permitted to talk with bargaining unit employees away from clients with a minimum disturbance of work for the purpose of seeing that the terms of this contract are being observed, provided admission to the site on each occasion is effected through the usual front entrance and that notice of the visit is given in advance to the Executive Director or Program Manager of the site. The Union shall notify the Employer in writing of the name of the assigned Union Representative. Because of the nature of the work of the Employer, the Union Representative shall give, unless it is an emergency situation, 2 hours advance notice of a visit to a work site.

B. For the purpose of representation, the Union shall be entitled to one (1) Steward on the job at each site who shall restrict work time Union activities to the handling of grievances. The Union will notify the Employer in writing when a Steward is designated. A Steward may assist an employee in the presentation of a grievance if an employee requests such assistance. In no case will the Steward leave the place of work during work time without requesting approval from the site Manager or Supervisor. The Steward's activities shall not interfere with the work of any employee or the Steward's work.

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

#### **Section V. Discrimination and Affirmative Action**

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

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

#### **Section VI. Sexual Harassment**

A. The Employer, the Union and the employees agree that an employee or applicant for employment shall not be the subject of sexual harassment. The Fair Employment and Housing regulations define sexual harassment as unwanted sexual advances, or visual, verbal or physical contact of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis of employment decisions, or has the effect of interfering with work performance or creating an otherwise offensive working environment.

B. Employees who feel they have been discriminated against on the basis of sex, or sexuality or in any other manner harassed, should immediately report such incidents following the procedure described below without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.

C. Complaints of sexual harassment of any type should be reported to the employee's immediate supervisor and/or the Human Resources Director. In the event the complaint is against the supervisor, the employee should contact the Human Resources Director.

#### **Section VII. Employee Classification and Probationary Period**

A. Job descriptions for all employees in Appendix A state whether the position is "exempt" or "non-exempt."

1. An exempt employee is one who is paid at least the minimum specified by applicable law for an exempt employee and is employed in executive, management or professional capacities. Exempt employees do not receive overtime compensation. Such positions include Health Educator II's, Bachelor-level Case Managers, Masters-level Case Managers/Therapists and Licensed Clinicians.
2. Non-exempt employees are those not employed in executive, managerial or professional capacities. They are entitled to be paid overtime at the rate of time and one-half after 40 hours in one week. If, during the term of this Agreement, legislation is enacted in California mandating overtime pay after eight (8) hours in one day for employees subject to this Agreement, and if said legislation includes provisions for alternative work schedules, the Employer and the Union will, at the request of either party, negotiate the implementation of alternative work schedules.

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

B. A regular employee works at least 20 hours per week for an indefinite period of time and is eligible for agency benefits, as described in Section 6 of the personnel policies. A regular full-time employee is one who works 40 hours or more per week. A regular part-time employee is one who works less than 40 hours per week but a minimum of 20 hours per week.

C. Contract/Temporary Employees Contract/temporary employees are hired on a non-benefited hourly, per diem, or salaried basis for a three (3) month period of time for completion of a specific project or on a specific grant and are not covered by the bargaining unit. Should the three (3) month period of time need to be extended, the parties will meet to discuss and determine an agreed upon extension.

D. Probation: Employees shall be on probation for the first six months of employment. Thereafter, employees other than contract employees shall be considered regular employees. During this period, the agency may terminate an employee without recourse to the grievance procedure. As warranted, the probationary period may be extended by mutual agreement of the parties for up to an additional six months, provided such is done in writing. During this period, employees shall be evaluated in writing by their immediate supervisor at the end of three months of employment and at the end of six months.

### **Section VIII. Discipline and Discharge**

A. Employees who have completed their initial probation period with the Employer shall not be discharged or otherwise disciplined except for just cause which includes, but is not limited to: (1) unsatisfactory attendance, (2) physical violence, (3) failure to perform job tasks, (4) intoxication during work hours, (5) unethical relationships with clients.

B. Notice of discharge or suspension shall be served in person or by registered mail to the employee within twenty-four (24) hours of the disciplinary action and a copy of such notice shall be sent to the Union. The notice shall include the following information: (1) statement of the nature of the disciplinary action; (2) the effective date of the disciplinary action; (3) statement of the facts behind the disciplinary action (including date, time, place, etc.); (4) description in ordinary and concise language of the policies on which causes are based.

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

### **Section IX. Grievance Procedure**

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

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

Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing by the employee or his/her representative and submitted to the Associate Director in Marin County, or the Director of San Francisco Programs in San Francisco County. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Section(s) of the Agreement on which the

grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward and/or Union Representative. In order to be valid, the grievance must be submitted within fifteen (15) calendar days, except that in cases involving written discipline, discharge or suspension, there shall be a seven (7) calendar day time limit, of the date that the alleged violation occurred or could be reasonably known to have occurred. The Employer and/or the Shop Steward and/or the Union Representative will meet within seven (7) calendar days of such submission.

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

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

Step 4. Provided a request is made in writing within fourteen (14) calendar days of the Executive Director's or designee's response, if the grievance still remains unresolved, it may be directly referred by the Union to binding arbitration. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) calendar days after receipt of the written request for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement. All expenses of arbitration, excluding costs of representation and witnesses, shall be paid equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) calendar days of the arbitration hearing. Time limits may be extended or waived only by mutual agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall proceed through the Steps. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method for determining settlements between the parties of any and all grievances herein defined.

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

### **Section X. Job Posting and Promotion**

A. All positions which become open at Huckleberry Youth Programs, either due to the departure of staff or due to the creation of new jobs, shall be made known to staff through memos posted on the agency bulletin boards and announced at staff meetings. Such memos shall be posted at least seven (7) calendar days before information about these openings is distributed publicly.

B. Current employees who apply for the posted position, by completing a Job Posting Form, within the seven (7) calendar day posting period and who meet the qualifications in a posted job description shall be given consideration over outside applicants to fill posted vacancies in the bargaining unit, so long as said employees

have satisfactory performance histories as reflected in their employee's performance evaluations. Both parties recognize, however, the Employer's necessity to comply with Affirmative Action goals and obligations, to which the Employer may also give consideration in hiring. If more than one qualified current employee applies for the position, selection shall be based on order of seniority, provided that merit, skills and ability are equal. Management will present a written explanation when a less senior employee is awarded a preferred assignment.

C. At the time of the promotion, a new employment probation period may be specified. If promoted, the employee continues to accrue vacation and personal necessity leave during the new employment probation period.

#### **Section XI. Seniority and Layoffs**

A. A layoff shall be defined as a non-disciplinary separation of an employee based upon legitimate business needs as determined by the employer. The Employer recognizes its obligation to bargain with the Union over the effects of any layoff on bargaining unit employees and in that regard it agrees to review its determination by the contract and/or funding source financially reduced, or eliminated, thereby causing the necessity for layoffs.

B. The parties agree to abide by the principle of classification and site seniority for layoffs except when the principle is in direct conflict with the goals of the Employer's Affirmative Action Policy. Seniority, for the purposes of layoff, is defined as the length of service in the affected classification.

C. Employee rights to authorized leaves of absence shall not constitute a break in their seniority rights based upon length of service; however, employees shall not accrue seniority during leaves granted by the Employer that are longer than thirty (30) calendar days.

D. The Employer shall endeavor to give the Union and the employees fifteen (15) calendar days notice prior to the effective day of layoff, unless the Employer is given less notice during funding negotiations or in the event of an unforeseen emergency or catastrophe.

E. Voluntary terminations include resignation, an absence of one or more consecutive working days without notice, or failure to return from a leave of absence or layoff for a period of six months or more.

F. Involuntary terminations include release during the probation period or discharge whether pursuant to Section VIII or not.

G. In case of termination or layoff, employees shall receive accrued vacation leave and holiday leave and be advised of any extended coverage and conversion privileges of the health and disability benefit plans.

#### **Section XII. Hours of Work and Pay Period**

A. Ordinarily, all employees work an eight-hour day, including a 30-minute paid lunch break. Residential Counselors' shifts may be longer depending on the shelter coverage needs. Hours shall be determined by the immediate supervisor according to the requirements of the position as documented in the job description.

B. Residential programs are in operation at all times. Non-residential programs' hours of operation may vary to accommodate clients and projects.

C. Due to the nature of the agency, it may be necessary for employees to work additional hours beyond regularly scheduled shifts. Overtime for non-exempt staff must be approved by the immediate supervisor prior to the work being done and must be documented on the time sheet. If an employee must work overtime and is unable to notify the immediate supervisor in advance (e.g., the next shift person is late), the supervisor must be notified within 24 hours. Non-exempt support staff who work in excess of 40 hours in one week will be paid at the rate of time and one-half for excess hours worked.

D. All employees shall be paid twice monthly. The Fiscal Director shall issue a payment schedule periodically which shall be posted for all employees. Time sheets must be submitted, as scheduled, in order for the employee to be accurately compensated. Time sheets must be signed in ink by the employee and the employee's supervisor.

### **Section XIII. Criminal Record Clearance**

California law requires that all employees of a community care facility and other adults having regular and routine contact with the clients of the facility have criminal record clearance. All Huckleberry Youth Programs' employees, prior to employment or on the first day of employment, are required to be fingerprinted and to sign a statement regarding prior criminal convictions. If this requirement is not met within four days of the date of hire, the staff member may not return to work until s/he has fulfilled this condition of employment. If this condition of employment is not fulfilled within fourteen calendar days of the date of hire, his/her employment is terminated. These fingerprints and the Child Abuse Index Check are submitted to the Department of Justice.

### **Section XIV. Reimbursement of Expenses**

A. Mileage/bridge tolls logged for the use of an employee's vehicle for job related functions during the course of an employee's workday, is reimbursable per federal guidelines. HYP will continue to reimburse employees for this type of mileage and bridge tolls in the course of a work- day related to job related functions (this does not include commuting to and from work). To receive payments, employees must complete, sign and submit a Mileage Claim Form to their supervisor that is then submitted to the Finance department.

B. Other work-related expenses incurred by employees may be reimbursed, if approved in advance by the Executive Director. Such expenses could include attendance at community functions or conferences (local or out of the Bay Area).

C. Automobile Business Use - Regular full-time/part-time (20hrs or more) Residential Counselors who have ownership of an automobile and use it for transportation to and from Nine Grove Lane will be paid \$125/per month for an auto allowance (the allowance for part-time employees will be pro-rated based on their status). This payment is considered compensation and will be taxed per Federal and State tax guidelines. Reasonable evidence of ownership and use will be required. In case of vacation/leave of absence of three (3) or more weeks, the allowance will be pro-rated.

D. Employees who are required to have a vehicle for the performance of their job duties per their job description (commuting to/from work is not considered "required for the performance of their job") will be reimbursed for the cost of bridge tolls as part of their compensation (by law this is treated as compensation and must be taxed). Management shall identify those employees who are required to have vehicles for the performance of their job duties. This will be discussed with Local 790 and a formal list will be provided. In addition, regular full-time/part-time Residential Counselors at Nine Grove Lane will be reimbursed for the cost of bridge tolls as part of their compensation.

Bridge tolls will be reimbursed monthly based on days worked documented on an employee's timesheet.

## **Section XV. Education and License Adjustments**

With the approval of the Employer, if an employee obtains an advanced degree in an area of specialization relevant to the employee's job at Huckleberry Youth Programs or obtains a California clinical license, the employee shall receive a \$1,000 increase to the employee's base annual salary (or hourly equivalent) (or an equivalent pro-rata increase for all part-time employees).

## **Section XVI. Vacation and Holiday Leave**

### **Vacation**

A. Beginning July 1, 2001, all employees accrue paid vacation leave at an accrual rate of 10.66 hours per month (16.00 days /year) based on a 40-hour week, for their first year of employment and thereafter at the rate of 14.66 hours per month (22 days/year) based on a 40-hour week. This accrual is pro-rated based on an employee's regular full or part time schedule (most commonly 40, 32 or 20 hrs per week). Vacation will not accrue based on actual hours worked e.g. 39 hrs one week and 42 hrs another week. Vacation will continue to accrue during vacation paid time off. It will not accrue, however, during unpaid leave of absences. Vacation accrual during other leave of absences will be determined based on the reason for the leave.

B. During the probationary period, new employees may use accrued vacation time with the approval of their supervisor.

C. After five years' employment at Huckleberry Youth Programs, employees accrue an additional forty hours of vacation time annually. Part-time (minimum 20 hours per week) employees accrue at a pro-rated basis based on their part-time status. Increased accrual begins on the anniversary of employment.

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

### **Holidays**

A. The following days are designated as holidays by HYP and the offices will be closed: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas.

Employees at residential programs who are required to work on Thanksgiving, Christmas and New Years Day are compensated at a rate equal to double time for hours worked from Thanksgiving at 12:00 midnight Wednesday through 12:00 noon on Friday; noon on Christmas Eve through Christmas at midnight and from noon on New Years Eve through New Years day at midnight. Employees at the CARC who are required to work from 12:00 noon to 2:00 a.m. on Christmas Eve and New Year's Eve will receive a bonus equal to double time for those hours.

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

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

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

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

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

July 1  
November 1  
March 1

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

## **Section XVII. Insurance Benefits**

A. **Insurance:** Insurance plans are offered to all regular employees working at least twenty (20) hours per week, to cover their life, medical, dental and disability insurance needs. Thorough details of these benefits are provided in plan booklets and documents provided by the Administrative Office. These benefits are subject to change, based on changes in the financial condition of the agency and the availability and cost of insurance.

B. **Medical and Dental:** Medical and dental coverage for full/part-time employees, their spouses/domestic partners and their eligible dependents residing in and maintaining the same household is provided by the Agency. For medical coverage, the agency will contribute up to 110% of the Preferred Kaiser premium cost for full-time employees and up to 50% of the Preferred Kaiser premium cost for eligible dependents/domestic partners of employees hired prior to July 1, 2001. For part-time employees, the same contribution is applicable, however, pro-rated based on their part-time status, i.e., if an employee works 50% time, they are responsible for 50% of the employee premium cost for both medical and dental. For employees hired after July 1, 2001, the Agency will contribute up to 100% of the Preferred Kaiser premium cost for full-time employees (part-time employee contributions pro-rated as described above) and up to 50% of the Preferred Kaiser premium cost for eligible dependents/domestic partners of employees (part-time employee contributions pro-rated as described above).

C. **Life Insurance:** Huckleberry Youth Programs provides a basic life insurance policy for all regular employees at no cost to employees. No dependent coverage is available. The amount of each employee's life insurance is equal to the employee's annual salary.

D. **Short-term Disability Policy:** Huckleberry Youth Programs provides a short-term disability policy to assist disabled employees during the first three months of disability, prior to being eligible for the agency's long-term disability insurance. All employees who work at the agency at least twenty (20) hours per week, with at least one full year of employment with HYP, are eligible. Eligibility shall also include, as a pre-condition of receiving benefits, the employee's application to and acceptance from California State Disability. HYP will pay 60% of the employees current weekly compensation, less any monies received or to be received from California State disability or Workers' Compensation, for 1-8 weeks, depending on the employee's length of service in the agency. Each year of an employee's service entitles that employee to 1 week of this benefit, up to 8 weeks.

E. **Long-term Disability Insurance:** Huckleberry Youth Programs provides long-term disability insurance to employees. Payroll will report the cost of said premium on employee's W-2 statement. Coverage begins after a period of three months of more than 20% disability and pays up to 60% of the basic monthly salary. The plan booklet and plan documents provide the details of this benefit and are available in the Administrative Office. Disabled employees may also be eligible for benefits under the State Disability Insurance Plan or Worker's Compensation. HYP's Long Term Disability insurance may, in some cases, be combined with SDI or Worker's Compensation so that up to 70% of the basic monthly salary is provided.

F. **Tax Sheltered Annuity:** The Employer will continue to provide a Salary Deductions Tax Sheltered Annuity Program.

G. **Flexible Spending Account:** Huckleberry Youth Programs has a Flexible Spending Account (FSA) which allows regular full/part-time employees to have a cost-effective way to pay for expenses not covered by their

medical/dental plan and dependent care expenses. This plan allows employees to pay for eligible expenses (per IRS guidelines) on a pre-tax salary reduction basis.

H. Workers' Compensation Benefits. A work-related injury or illness is one that occurs while an employee is performing his/her job duties or other activities within the scope of his/her employment. Employees are responsible for immediately notifying the supervisor or manager of any on-the-job injury or illness, in order to be eligible for workers' compensation benefits.

### **Section XVIII. Personal Necessity Leave**

A. Personal necessity time is provided for all full/part time employees to cover absences from work for illness, mental health, and personal or family needs; medical/ dental appointments; funeral attendance or family medical leave of absences (FMLA).

B. All regular full-time employees accrue eight hours of personal necessity time per month. Regular part-time employees accrue personal necessity time based on their part-time status. Employees will not accrue personal necessity time beyond a cap of 176 hours.

C. Employees do not receive any monetary compensation for any accrued personal necessity time at termination.

D. Employees must request personal necessity time from their manager/supervisor prior to the day requested off. In the case of illness, notification must be provided to the manager/supervisor prior to the start of the employees shift. Finally, if an employee is out of the office for three days or more, a medical statement may be required.

E. Personal necessity leave may not be used with or added to vacation or holiday time off

F. Finally, an employee is not allowed a negative balance in their personal necessity accrual.

### **Section XIX. Leave of Absence**

A. A leave of absence without pay may be granted by the Human Resources Director and/or Executive Director for the following reasons: Military service, Medical disability, Family Care, Bereavement, Personal Necessity. The decision to grant a leave is based on the urgency of the request, the length of the leave requested and the affect on the agency's work requirements and staffing needs.

B. To apply for a leave of absence, an employee must make a written request addressed to the supervisor, who forwards the request to the Human Resources Director, specifying the reason for the leave, the length of time needed and the expected date of return. For medical leaves, a doctor's statement will be requested. Extensions of leaves are ordinarily not granted unless there are critical circumstances, such as extended medical disability. The employee needs to notify the supervisor two weeks before the end of a leave of the employee's intention to return. Upon expiration of an approved leave, employees will be re-employed in the same or a comparable position and rate of compensation as that which s/he occupied when the leave commenced. If an employee fails to report for work immediately after the period of the approved leave expires or if an employee obtains a leave based on false representations regarding the need for a leave, the employee will be considered to have voluntarily resigned.

C. Employees participating in benefit programs prior to an approved leave of absence may receive coverage under those programs depending on the terms of the specific program. Costs for such coverage are paid by the agency or employee, according to the terms of the specific benefit program. In addition, the employee may be eligible for state or long-term disability benefits.

#### **Section XX. Family Care Leave**

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

#### **Section XXI. Military Leave**

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

#### **Section XXII. Jury Duty**

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

#### **Section XXIII. Education**

Employees are always encouraged to further their knowledge base at HYP. Employees can do this by furthering their education levels, participating in work-related conferences and attending training events. Based on this, Huckleberry Youth Programs agrees to annually allocate a maximum of \$10,000 for tuition, supplies and payment of certain licensing fees (see Appendix B for acceptable fees) for full/part-time union employees.

In addition, HYP encourages an environment that supports the health and well-being of its employees. This fund can also be used for reimbursement of exercise programs, e.g. gym memberships, yoga classes or similar activities.

The fund will be offered in two period increments of \$5,000. The first increment will be from July 1, 2001 through December 31, 2001. The second increment will be from January 1, 2002 through June 30, 2002. The maximum allocation per employee for each period will be \$250. NOTE: reimbursement for exercise programs, e.g. gym memberships, yoga classes or similar activities may not exceed \$250 for the full 12-month period.

Peer Health Educators (non-benefited employees) will be eligible to participate in the above program with a maximum reimbursement amount of \$250 for the full fiscal year.

Members are required to apply to the Human Resources Director for approval of funds. NOTE: Management retains the discretion to determine which exercise activities are appropriate for this fund. The following steps outline this process:

1. Employee must submit a Request for Reimbursement form to their Supervisor stating the need for the reimbursement.
2. The HR Director in coordination with the employee's Supervisor and the Fiscal Director will approve/disapprove the request for reimbursement.
3. After completion of the course, the employee is required to provide proof of successful completion (passing grade) of the coursework at which time reimbursement will be made.

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

**As a final note, in addition to the above-mentioned fund, employees of HYP receive additional training benefits provided by The Agency.**

#### **Section XXIV. Wages and Classifications (See Appendix A)**

#### **Section XXV. Complete Agreement & Beneficial Practice**

A. In order to afford the Union and the bargaining unit an opportunity to determine unapprised beneficial practices, it is agreed by the parties that beneficial practices that the Employer may have offered to employees covered by this Agreement, but were not addressed in bargaining for this Agreement will be continued through July 1, 2000. Thereafter, it is agreed that the provisions of paragraph B below shall be operative.

- B. This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agents or representatives of either party has the authority to make, and none of the parties shall be bound by or liable for statements, representations, promises, or agreements not set forth herein, unless agreed to, in writing, by the parties signatory to this Agreement.

#### **Section XXVI. Notice of Changes**

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

**Section XXVII. Separability**

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

**Section XXVIII. Labor-Management Committee**

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

**Section XXIX. Term of Agreement**

A. The Employer and the Union agree that as long as this Agreement is in full force and effect, there shall be no lockout by the Employer and no strike by the Union. The parties recognize that the grievance procedure in this Agreement is the appropriate means for resolving disputes involving contractual interpretation.

B. The Agreement shall be effective July 1, 2001 and shall remain in full force and effect until and through June 30, 2002 and shall terminate that date unless notice to amend, modify or terminate is served by either party upon the other at least ninety (90) calendar days prior to the expiration date of this Agreement.

HUCKLEBERRY YOUTH PROGRAMS, INC.

SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 790

\_\_\_\_\_  
Bruce Fisher, Executive Director

\_\_\_\_\_  
Pattie Tamura, Local 790

\_\_\_\_\_  
Bernard Nebenzahl, President of the Board

\_\_\_\_\_  
Hernan Luduena Segre

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX A-WAGES & CLASSIFICATIONS**

Effective July 1, 2001, all regular full/part time current union employees of HYP, except for Masters Level Therapists/Case Managers, Peer Health Educators and the Office Manager at Montecito (due to separate agreements), will receive a \$1,000 increase to their base pay. Effective January 1, 2002, all current union employees, with the exception of Masters Level Therapists/Case Managers, Peer Health Educators and the Office Manager at Montecito, will receive an additional increase to their base pay of \$500. In addition where the \$1,500 increase is less than 5.6% over the employee's June 30, 2001 base pay, a supplemental amount equal to the difference between the 5.6% increase and \$1,500, will be given to the employee effective July 1, 2001.

**ADJUSTED WAGE CATEGORIES**

Increase adjustments to wage categories listed below for employees hired after July 1, 2001 (except for Masters Level Therapists/Case Managers, Peer Health Educators and the Office Manager at Montecito) will be adjusted based on the following:

1. Non-exempt hourly wages were increased by \$.50/hr effective 7/1/01
2. Exempt wages were increased by \$1,000/yr effective 7/1/01.
3. Non-exempt hourly wages will be increased by \$.25/hr effective 1/1/02 (*this increase reflected below*).
4. Exempt wages were increased by \$500/yr effective 1/1/02. (*this increase reflected below*).
5. The step schedule has not changed.

<u>Residential Counselor I</u>	Non-Exempt	\$10.75/hr w/min 1yr college & 1-3 yrs exp*
		\$11.75/hr w/BA & no exp OR min 1yr college & 3+yrs exp*
		\$12.75/hr w/BA & 1-3yrs exp**
		\$13.75/hr w/BA & 3+yrs exp**

6 months:	\$.50 increase after probation
18 months:	\$1.00 increase
30 months:	\$1.00 increase
42 months:	\$1.00 (Cap at \$14.75 w/out any kind of Premium Pay)



<u>Case Manager-BA Level</u>	Exempt	\$28,500 w/BA & 0 yrs exp OR 4yrs combined rel. exp** and college (min 1yr & working towards degree) \$30,000 w/BA & 1 yr exp** \$31,500 w/BA & 2yrs. exp** \$33,000 w/BA & 3+yrs. exp**
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\$.50 increase after successful completion of probation with  
\$1.00 increase every 12 months thereafter capping at \$35,280

Therapist/Case Manager-MA Level (wages effective through 6/30/02)

Exempt	\$38,000 w/MA & 0 yrs exp \$39,500 w/MA & 1 yr post MA experience** \$41,000 w/MA & 2 yrs post MA experience** \$42,500 w/MA & 3 yrs post MA experience**
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\$.50 increase after successful completion of probation with  
\$1.00 increase every 12 months thereafter capping at \$42,000

Licensed Clinician (MFT, LCSW, or Licensed Phd Psychologist)

<i>(not included in increase schedule mentioned above)</i>	Exempt	\$43,000 w/license and no post license exp \$44,500 w/license and 1 yr post license exp \$46,000 w/license and 2 yr post license exp \$47,500 w/license and 3+ yrs post license exp
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\$.50 increase after successful completion of probation with  
\$1.00 increase every 12 months thereafter capping at **\$(TBD)**

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

*\*\* Experience defined as full-time paid relevant experience only. This does not include volunteer, part-time or internships.*

*\*\*\* Salary ranges listed are as of July 1, 2001. Salary increases scheduled to be paid upon successful completion of Probation will not be given when the employee's Probation period is extended by management. The increase will begin only when that employee completes the extended period of Probation. Subsequent increases are one year from the date of completion of the extended period of Probation. For employees who have completed Probation successfully, wage increases resulting from completion of 12-month intervals will not be given if the employee is, at that time, on disciplinary Probation. The increase will begin on the date the employee is taken off disciplinary Probation.*

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

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

1. The employee's non-English language could be used in the course of employment.
2. A premium will be paid for the following languages: Spanish, Cantonese, Japanese, Portuguese, Mandarin, Tagalog, Russian, Vietnamese, Kamir, Mein, American Sign, and Guatemalan indigenous languages. If an employee is proficient in more than one of the above- mentioned languages, they will receive a bi-lingual premium for each language.
3. The employee is proficient in the non-English language (Management will perform a proficiency test to determine proficiency). The employee must be able to use the language proficiently based on their job classification, e.g. a therapist must be able to conduct therapy in the language competently.

Lead Premium - At the Employer's sole discretion, Employees will be paid Lead Premium pay on their hourly wage of \$0.50 per hour, \$1.00 per hour, \$1.50 per hour or \$2.00 per hour based upon the following:

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

***THIS SECTION TO BE FURTHER DISCUSSED AND REVISED DURING THE 2001/2002 CONTRACT YEAR PER MUTUAL AGREEMENT BY BOTH PARTIES.***

## APPENDIX B - FEES

### FEES PAID FOR BY HUCKLEBERRY YOUTH PROGRAMS

#### **MARRIAGE & FAMILY THERAPISTS**

\$ 75.00	IMF Registration Application
\$ 75.00	IMF Annual Registration Renewal
\$ 200.00	MFT License Examination Application
	\$100 Application
	\$100 written exam
\$ 200.00	MFT Oral Exam
\$ 10.00	Rescoring MFT Written Examination
\$ 100.00	MFT Written Re-Examination
\$ 200.00	MFT Oral Re-Examination
\$ 100.00	Appeal of MFT Oral Examination
Max of \$130	MFT Initial License (prorated) On or after 7/1/98
\$ 130.00	MFT Biennial License Renewal
\$ 65.00	MFT Inactive License Renewal

#### **LICENSED CLINICAL SOCIAL WORKERS**

\$ 75.00	ASW Registration Application
\$ 75.00	ASW Annual Registration Renewal
\$ 50.00	ASW Extension Application
\$ 200.00	LCSW License Examination Application
	\$100 Application
	\$100 written exam
\$ 200.00	LCSW Oral Exam
\$ 20.00	Rescoring LCSW Written Examination
\$ 100.00	LCSW Written Re-Examination
\$ 200.00	LCSW Oral Re-Examination
\$ 100.00	Appeal of LCSW Oral Examination
Max of \$100	LCSW Initial License (prorate) on or after 7/1/98
\$ 100.00	LCSW Biennial License Renewal
\$ 50.00	LCSW Inactive License Renewal

#### **PSYCHOLOGISTS**

\$ 40.00	Registered Psychologist Registration Fee
\$ 40.00	License Application Fee
\$ 432.00	Written Examination Fee
\$ 129.00	Oral Exam Fee
\$ 425.00	Licensed Psychologist Biennial Renewal Fee

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

\$	42.00	Dept of Justice Fingerprint Check
\$	24.00	FBI Fingerprint Check
Est.	\$650	ASW's are required to take 4 courses in order to be eligible to take licensure exam (Human Sexuality, Chemical Dependency, Domestic Violence, & Child Abuse)
Est.	\$250	LSCW's are required to take 2 mandated re-licensure course on HIV/AIDS & Chemical Dep
Est.	\$200	Licensed Psychologists must take a class on Legal & Ethical issues every 2 yrs to renew license.
Est.	\$200	LSCW & MFT are required to take CE to qualify for license renewal. If you are renewing initial license, 18 hrs of CE are required & 36 hrs will be required for all subsequent renewals. All other renewals are required to have 36 hrs of CE to renew. (Note that renewal period is 2 yrs & runs from license expiration date to license expiration date)
\$	250.00	LCSW Written Exam Study Guide from AATBS
\$	250.00	LCSW Oral Exam Workshop w/Berkeley Training Associates
\$	125.00	LCSW Oral Exam Study Material from Berkeley Training Associates
\$	450.00	Psychologists Written Exam Study Guide from AATBS
\$	450.00	Psychologists Written Exam Workshop from AATBS
\$	350.00	Psychologists Oral Exam Study Guide from AATBS
\$	880.00	Psychologists Oral Exam Workshop with AATBS

Side Letter One:

The parties agree that it is their intent to use time and a half after 40 hours in a week (per Section XII) for purposes of computing overtime for non-exempt employees. However, if pending legislation does not recognize collective bargaining agreed upon scheduling, the parties would meet to appropriately modify the Agreement to be in compliance with applicable law.