

FSA

Family Service Agency
of San Francisco

FELTON INSTITUTE/FAMILY SERVICE AGENCY OF SAN FRANCISCO AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021-AFL-CIO

FAMILY DEVELOPMENTAL CENTER (FDC)

UNION CONTRACT

JULY 1ST, 2016-JUNE 30, 2019



**Felton Institute/Felton Institute/FSA and Service Employees International Union, Local 1021,
AFL-CIO**

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Felton Institute/FSA and Service Employees International Union, Local 1021

AGREEMENT

This Agreement is entered into between Felton Institute/FSA (hereinafter referred to as the "Employer" and/ or FSA) and Service Employees International Union, Local 1021, AFL-CIO (hereinafter referred to as the "Union")

This Agreement defines the relationship between SEIU1021 and the following FSA bargaining units, which shall be considered individual bargaining units, included in this master agreement:

Family Developmental Center (FDC)

Section 1: 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 2: 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. 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 thirty (30) calendar days after receipt of such written notice unless thereafter the employee complies with the above requirements within said time period.

D. 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.

E. 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.

F. 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.

G. 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 lay off during the previous month.

Section 3: 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 a usual entrance. Discussions will not entail withdrawal of any employee from the classroom at any time when children are present.

B. For the purpose of representation, the Union shall be entitled to three (3) Stewards and one (1) Chief 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. Shop Stewards shall receive timely notice of and shall be permitted to make appearances at New Employee Orientation sessions, held at Bryant Street, in order to distribute Union materials, to make presentation about the Union, and to discuss Employee rights and obligations under the CBA. The Employer shall allow the Shop Steward up to thirty (30) minutes to do the presentation. During such time, the Employer personnel present and other non-represented Employee(s) shall leave the orientation room. The Union Field Representative shall notify Human Resources at least ten (10) business days in advance as to which Union representative will be conducting the Union orientation at a particular new hire session.

D. FSA agrees to provide space on an existing bulletin board at each work location covered by this Agreement or if not available, wall space which the Union may use to post notices of official Union business as it pertains to the employees of FSA. The Union bulletin board or space shall be located in a staff-oriented area. The space provided will be maintained by the Union. The Union assumes all responsibility for the material contained in its notices and the postings shall be official correspondence from the Union. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to clients. FSA may remove any material that is not an official notice of the Union.

E. All designated Shop Stewards shall be allowed eight (8) hours paid release time quarterly to attend Union Shop Steward training and Union contract seminars conducted by SEIU. The eight (8) hours paid release time may be taken in part or in full, however, should a Shop Steward attend a whole day training for eight (8) hours, the Employer will only pay that Steward what they were scheduled to work on the date of the training. The Parties understand and agree that Steward Training time does not count as an hour worked for purposes of computing overtime. The Employer must be notified at least fifteen (15) business days in advance of any release time. Shop Stewards must get prior approval to be released for training, which shall not be unreasonably withheld. In the event of a staffing hardship or unforeseen crises, Felton Institute/Family Service Agency administration reserves the right to cancel the training and ask staff to remain performing their classroom duties in order to meet the needs of the program and be in compliance with title 22 CCL teacher to child ratios. The Union Field Representative will provide training calendar listing all training days, 15 days in advance.

Section 4: 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.

Section 5: 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, sexuality, and sexual orientation 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 6: Employee Classification and Probationary Period

Upon hire, employees shall be in a "probationary period" for a period of 4 months. If the employee has experienced any performance issues during this time, the probation period could be extended with a "performance plan of correction" submitted for an additional 2 months (total of 6 months maximum). If the employee has successfully completed the probation period, they will be moved to "regular" employment status. If the employee fails to successfully complete the extended probation period, they could be subject to further disciplinary action, up to and including termination.

A. Job descriptions for all employees covered by this agreement shall be included in Appendix A and shall 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.
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 37.5 hours in one week or after seven and one-half (7.5) hours in one day for employees subject to this Agreement. Where permitted by law the Employer and the Union will, at the request of either party, negotiate the implementation of alternative work schedules.

B. A regular employee is either fulltime or part time and works for an indefinite period of time. A regular full-time employee is one who works 37.5 hours or more per week. A regular part-time employee is one who works less than 37.5 hours per week.

C. A Temporary employee is hired for the sole purpose to work in place of a regular employee (a) during periods of prolonged absence of up to thirteen (13) consecutive weeks; (b) where excessive workloads exist in a work unit for a limited duration of less than four (4) months; or (c) when the completion of a specific job is desired which shall take one week or less. If any of these time limits are violated by one employee or more than one employee successively performing the same basic job

functions, any and all negatively impacted employees shall be awarded regular status and their loss shall be subject to the grievance procedure.

D. Substitute or on-call employees are individuals who are hired to be available on an as needed basis to fill-in for regular employees during brief absences or staff vacancies or to assist from time to time in work units with excessive workloads. It is the intent of the Employer to minimize the use of substitute or on-call employees.

E. Probation: Employees shall be on probation for the first four (4) months of employment. After successful completion of this probationary period, 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 7: Discipline and Discharge

A. Employees who have successfully completed their 4-month initial probation period with the Employer shall be moved to "regular" status. After that time, employees may 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, A (6) Inappropriate release of client information or other confidential or sensitive materials. (7) Dishonesty and or theft. (8) Unethical relationship between and employee and a client.

B. Notice of discharge or suspension shall be served in person or by certified 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.

D. Employees holding positions requiring certification, licensure, permits, or continuing education units, as specified in the employee's job description, shall be required to maintain all standards for continued licensure. A loss of licensure or a permit may result in immediate termination. If the loss of licensure or permit is of short duration or through no fault of the employee FSA shall make a good faith effort to place the employee in an alternative assignment until the license or permit can be retained.

E. Background

Over the past six months FDC has experienced an increased number of incidents resulting in Type A violations as defined by Community Care Licensing. Continued Type A violations put FSA at risk for legal action including revocation of License unless FSA demonstrates that we have taken appropriate action that result in more serious consequences for employees who do not follow Health & Safety procedures as trained and instructed. At this point, every employee has been met with and has also have been informed of the seriousness of these violations. Everyone understands that it is CRITICAL that we ensure that the health and safety of children under our care is covered 100% of the time.

On October 18th, 2013, FSA and SEIU 1021 agreed that any employee who is found responsible and who's gross misconduct results in a ***Type A violation for failure to provide proper supervision to children under his/ her care 100% of the time will be result in a SUSPENSION and/or IMMEDIATE TERMINATION.***

DISCIPLINE- SUSPENSION	
What is a suspension?	A suspension is a cease of work mandated for a specific period of time on a without pay basis. It is considered an economic sanction.
When will a suspension be used?	A suspension will be used as an appropriate step to take after an employee has failed to provide 100% supervision to children under their care and who are found responsible in incidents that lead to a * Type A violation which pose an immediate risk to the health and safety of children in our care. This disciplinary action is considered when an employee's behavior is so egregious (addressing behavioral and/or judgment deficiencies) that a lesser action is not appropriate.
Who will issue a suspension?	A suspension letter will be written by Human Resources in coordination with Program Director.
How will the suspension be communicated to employee?	The written notice will be given to the employee personally by the supervisor or manager.
How long will the suspension be?	The suspension will be for 20 work days without pay, effective immediately after investigation of facts has been completed? An employee's record will be considered when making a decision as to whether or not to consider a 20 day suspension or if the consequence is termination. Question that will be considered: <ul style="list-style-type: none"> Does the employee have a prior record of similar offenses, or is this a first offense?
What happens if the employee fails to provide 100% supervision to children under their care 100% a second time?	If an employee is found responsible and fails to provide 100% supervision under his/her care during a three year period from the last incident, it will be grounds for immediate termination.

Section 8: 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 Division Director. 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, of the date that the alleged violation occurred or could be reasonably known to have occurred, 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 9: Job Posting and Promotion

A. All positions, which become open at Felton Institute/FSA, 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 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, ability, permit level and ECE units are equal. Management will present a written explanation when a less senior employee is awarded a preferred assignment.

C. Reclassification of a position to a higher level may be initiated by the employee or the Department Head. An employee who believes his or her job and duties are classified at an inappropriately low level may submit documentation to his or her supervisor of record justifying the reason for reclassification. The justification may include a comparison of similar jobs and salary scales in similar agencies. If the supervisor of record and Department Head concur, the documentation shall be forwarded to the Executive Director who has final approval authority. Denial of a reclassification is subject to the grievance procedure. Reclassified employees shall retain their same anniversary date, and will not be placed in orientation status.

Section 10: 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 thirty (30) 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 an absence of three (3) 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 the Grievance Procedure 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 dental benefit plans.

H. If an employee is laid off, the agency will continue to pay the employee's medical and dental benefits for an additional month. After that time, the employee will be eligible to extend their benefits through COBRA. Information on how to extend their benefits will be mailed directly to their home address prior to the termination of their agency benefits.

Section 11: Hours of Work, Overtime, and Pay Period

A. HOURS OF WORK.

- a. In general: FSA's regular business hours are established by contract obligations, bearing requirements and needs of the program. Employees may be required to work the hours specified by the contractor.
- b. Full-time employees: Employees hired to work at least 37-1/2 hours weekly.
- c. Part-time employees: Employees hired to work less than 37-1/2 hours weekly.
- d. Timekeeping Requirements. For FSA contract compliance purposes, all employees are required to record time worked on a semi-monthly time and attendance form. Employees must call in prior to 7:30 a.m. on a daily basis when they are not able to come to work, unless they are hospitalized. Verification is required for all absences.

B. FSA will compensate all employees for approved overtime worked in the following manner:

- a. One and one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of seven and one-half (7-1/2) hours on any regular working day; and
- b. One and one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of thirty-seven and one-half (37-1/2) hours during any period of five (5) consecutive days; and
- c. Two (2) times their hourly rate of pay for all hours worked in excess of twelve (12) hours on any one (1) day, and for all hours worked in excess of seven and one-half (7-1/2) hours on the seventh consecutive day of work.

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 Division Director 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 Division Director in advance (e.g., the next shift person is late), the supervisor must be notified within 24 hours.

D. Paydays are on the 15th and the last day of the month, or the last workday before the 15th and the last day of the month. If a regular payday falls on a weekend or holiday, the employees will be paid on the preceding weekday.

Section 12: Reimbursement of Expenses

Work-related expenses incurred by employees may be reimbursed, if approved in advance by the Executive Director.

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 receive a mileage allowance at the rate established by the Internal Revenue Service as part of their compensation. Management shall identify those employees who are required to have vehicles for the performance of their job duties. This will be discussed with Local 1021 and a formal list will be provided.

Section 13: Annual Leave, Sick Leave and Holidays

A. ANNUAL LEAVE.

- a. Annual leave of 13.13 hours per month, which shall be pro-rated for eligible part-time employees, shall accrue to all regular employees up to a maximum of twenty-one (21) days. Once twenty-one (21) days are accrued by an employee, no more shall accrue until a portion are used, after which annual leave shall again begin to accrue up to twenty-one (21) days maximum. No annual leave shall be granted retroactively for the period during which the leave ceased accruing. Exceptions to this section may be made at the sole discretion of the Executive Director.
- b. Regular employees accrue annual leave from the date of their original employment, but no employee may use any accrued annual leave until the first day of the seventh month of employment, except with the advance approval of the employee's Department Head. Upon termination, employees are paid for any accrued but unused annual leave.
- c. Employees in orientation status who terminate prior to completion of six (6) months will be paid for accrued annual leave. However, during the orientation period, an employee will not be entitled to take any annual leave unless approved in advance by his or her immediate supervisor and Department Head.
- d. Employees who were formerly regular employees but who are in orientation status due to a promotion or transfer will be eligible to take annual leave during their orientation status with the approval of their immediate supervisor. However, the orientation period will be extended by the number of annual leave days taken, unless the extension is waived at the discretion of the immediate supervisor.
- e. Employees must submit a written request to the immediate supervisor in advance before taking annual leave. Each employee's staffing supervisor and Division Director must approve in advance his or her annual leave schedule. Annual leave shall be scheduled to adequately meet job responsibilities and staffing requirements. Employees who take annual leave without advance notice and approval may be subject to disciplinary action and may not be paid for such time.

B. SICK LEAVE: Sick leave may be used in the manner described below. Abuse or misuse of sick leave will not be tolerated by FSA and may be subject to disciplinary action.

- a. Sick leave of one and one-quarter (1-1/4) working days per month, or fifteen (15) working days per year, shall accrue to eligible employees, and may accumulate up to a maximum of sixty (60) working days. Terminating employees, regardless of the reason, are not entitled to payment for unused sick leave or for special merit days.
- b. A regular employee may use accrued sick leave for the purpose of securing medical care or for attending to a family member, including domestic partners. Sick leave to care for ill family member(s), parent, domestic partner, or spouse is subject to all policies that apply to employee sick leave, including providing medical documentation.
- c. Under exceptional circumstances, typically involving life-threatening or terminal illness, the HR Director may authorize an employee to accept and use sick leave donated to him or her by another FSA employee or employees. However, if an employee's request is denied, they may appeal to the CEO for a final decision. If the donation qualifies and is approved by HR, employees may request donations through their managers to cover the life threatening or terminal illness of the employee. Employees who leave the agency may not donate unused sick hours.

- C. PERSONAL BUSINESS LEAVE. Commencing on the first day of employment, each employee shall begin accruing personal business leave ("PBL") days at the rate of one-fourth (1/4) day per month, or three (3) PBL days per year. Once three (3) PBL days are accrued by an employee, no more shall accrue until a portion are used, at which time an employee may again accrue PBL days up to the three (3) day maximum. No PBL day shall be granted retroactively for the period during which they ceased accruing. Upon termination, employees are paid for any accrued but unused PBL days.
- D. SPECIAL MERIT DAYS. Regular employees (full-time or part-time) who accrue over twenty-four (24) days of sick leave may convert accrued days in excess of twenty-four (24) days to one special merit days per year on the following basis: one (1) special merit day may be exchanged for three (3) sick leave days; provided, however, that special merit days must be used within the pay period during which they are exchanged by the employee and recorded on the employee's time and attendance form and if not, are forfeited. Exceptions to this policy may be made at the sole discretion of the Executive Director. The Department Head is responsible for approving and determining when the special merit day may be taken
- E. RECOGNIZED HOLIDAYS
 - a. Twelve (12) holidays shall be observed annually, during which times FSA staff will, where practical, receive time off with pay for the full day. Actual holidays will vary based upon program needs and the feasibility of closing the program for the day. Each year, a schedule of holidays will be circulated to all FSA staff. These holidays will typically include:

New Year's day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Washington' Birthday	Friday following Thanksgiving
Memorial Day	Christmas Eve
Independent Day	Christmas Day
Labor Day	New Year's Eve

- b. For those programs, which must remain open on selected holidays, alternative holidays will be individually arranged for affected staff with the Department Head.
- c. A holiday falling on Saturday will be observed on the preceding Friday, except when that Friday is one of the holidays listed, in which case the holiday will be observed on the following Monday. A holiday falling on a Sunday will be observed on the following Monday, except when that Monday is one of the holidays listed, in which case the holiday will be observed on the preceding Friday.

Section 14: Insurance Benefits

A. Insurance: Insurance plans are offered to all regular employees working at least twenty (20) hours per week except where eligibility is determined at sixteen hours by the San Francisco Healthcare Accountability Ordinance, to cover their life, medical and dental. Thorough details of these benefits are provided in plan booklets and documents provided by the Administrative Office. These benefits shall not be changed during the life of this agreement.

B. Medical and Dental: Medical and dental coverage for full-time coverage shall be provided by the Agency. For medical and dental coverage, the agency will contribute the cost for full-time employees.

- C. Part-time Employees: The employer shall adhere to the provisions of the San Francisco Health Care Accountability Ordinance for employees working less than full-time.
- D. Life Insurance: Felton Institute/FSA 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.
- E. Tax Sheltered Annuity: The Employer will continue the current Tax Sheltered Annuity Program.
- F. Flexible Spending Account: Felton Institute/FSA 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.
- G. 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.
- H. Pre-Tax Benefit Program: The employer will continue the procedure to permit employees covered by this agreement to reduce their taxable income to pay for certain permitted expenses. Of special importance is the purchase of MUNI fast passes with pre-tax income.

Section 15: 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: FMLA, Military service, Pregnancy Disability, or 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 Division 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 staffing 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 for paid leaves or by the employee for unpaid leaves. In addition, the employee may be eligible for state or long-term disability benefits.

Section 16: Family Care Leave/Paid Leave

- A. 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 medical 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.

B. Paid Family Leave (PFL)

For California employees covered by State Disability Insurance and have earned at least \$300 from which deductions were withheld, Paid Family Leave Insurance provides up to six weeks of benefits for individuals who must take time off to care for a seriously ill child, spouse, parent, or domestic partner, or to bond with a new minor child. Employees are not required to use their vacation time for this leave if they do not choose to. Employees on Paid Family Leave will also, if they have not exhausted their FMLA time, be considered to be on FMLA.

Section 17: Leave for Organ Donation

An employee who is donating an organ may be granted paid leave for up to 30 days in any one-year period. The employee may be required to use up to two weeks of accrued sick, vacation or personal leave pay. The employee must present medical certification confirming that the employee is an organ donor and needs time off for organ donation related purposes.

An employee is donating bone marrow may be granted paid leave for five working days in any one-year period. The employee may be required to use up to five days of accrued sick, vacation or personal leave pay. The employee must provide medical certification confirming that the employee's leave is related to the donation of bone marrow of the employee.

Section 18: 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 19: Jury Duty

Felton Institute/FSA 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, up to ten (10) days, at their regular rate of pay 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 20: Bereavement Leave

Leave up to three (3) working days may be granted to a regular employee if his or absence from work is caused by a death in the employee's family. Family shall include spouse, domestic partner, children, parents, grandparents, grandchildren, siblings, or any person who has served in the capacity of parents, brothers, and sisters, or other relatives living in the immediate household of the employee.

Where the funeral in connection with the death necessitates travel, additional time, not to exceed two (2) days may be granted.

Section 21: Return to Work After Medical Leave

Upon presentation of a doctor's statement verifying the need for leave, the Employer shall grant medical leave without pay to employees who have completed their probationary period and who have exhausted accrued paid sick leave benefits. Medical leave shall not be for more than three (3) months or 12 weeks maximum per the FMLA leave laws (must meet FMLA requirements).

In exceptional cases, the employee's medical leave time could be extended for a total of six (6) months at the discretion of the HR Director (and with appropriate medical certification of the need for extended leave).

Employees who return from medical and/or FMLA will be placed in the first available equivalent position (if returning after 12 weeks). Employees who return to work at the conclusion of the 12 weeks will be placed back into their former position held prior to their leave. Employees who return after the maximum six (6) months will be placed in a position that may or may not be the equivalent of their former position. This is based on the availability of a current job opening at the time the employee returns, and the current budget. Every effort will be made to secure a position in the department for these employees working with all managers in the Division.

The employee's medical and dental benefits will continue during the 3-month/12 week FMLA leave time. In exceptional cases, the medical and dental benefits of the employees who fall under the six (6) month leave exception may be able to continue their benefits. Otherwise, the employee's medical and dental benefits will continue for employees on leave for a maximum of 4 months, depending on the leave type.

Section 22: Education and Literacy Assistance Leave

A. Education:

Employees are always encouraged to further their knowledge base at FSA. Employees can do this by furthering their education levels, participating in work-related conferences and attending training events. Based on this, Felton Institute/FSA agrees to annually allocate a maximum of \$250 per year per person to cover pre-approved courses not covered by CARES. Employees must pass the course with a grade of C or better, and must submit a receipt as proof of payment.

1. Employee must submit a Request for Reimbursement form to their Supervisor stating the need for the reimbursement.
2. The Controller 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.

B. Literacy Assistance Leave:

If an employee reveals to the Agency that he or she has a problem with reading and writing, and request assistance in enrolling in an adult literacy program, the Agency will attempt to assist that employee. This assistance may, depending on the circumstances, include providing an employee with the locations of local literacy education programs or arranging for a literacy education provider to visit at work. The Agency does not, however, provide paid time off for participation in an adult literacy education program. Accrued vacation time must be used, or the leave will be unpaid. Any employee

who reveals a problem with illiteracy and who satisfactorily performs his or her work will not be subject to termination of employment because of the disclosure.

Section 23: Leave Pursuant to the Domestic Violence Employment Leave

If an employee is a victim of domestic violence and needs to take time off from work, he or she may take an unpaid leave of absence. Accrued, but unused paid time off benefits (vacation, sick and personal business leave) may be used for this type of leave. Reasons for leave include:

- to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order or other injunctive order
- to help ensure the health, safety or welfare of a domestic violence victim or his or her child
- to seek medical attention for injuries caused by domestic violence
- to obtain psychological counseling related to an experience of domestic violence
- to participate in safety planning and to take other actions to increase safety from future domestic violence.

As a condition of taking time off, an employee must, prior to his or her planned absence, provide reasonable advance notice to his or her supervisor. If an employee needs to take an unscheduled leave for one of the above reasons, he or she must, within a reasonable time, provide certification of the need for the absence to his or her supervisor.

Section 24: Wages and Classifications

Effective July 1, 2016 through June 30th, 2017, all members in this bargaining unit will receive a 5% wage increase.

Per the San Francisco Wage Ordinance, all employees earning less than the minimum wage will have a salary adjustment and a new hourly rate of \$14.00 an hour effective January 1, 2017, \$15.00 an hour effective January 1, 2018 and COLA increase effective January 1, 2019.

Salary adjustments will continue to be processed as per FY CWAGES Salary Matrix for FDC Teaching Staff who continue to attain higher permit levels or complete their educational degrees. This increase will be effective on the date of any of these changes.

Effective July 1, 2016 through June 30th, 2017, tenured employees who have been part of Felton Institute/FSA, FDC a minimum of 10 years, will receive a minimum wage of \$15.05 or an additional 2% increase.

All items in this section shall be considered wages and therefore negotiable items for the wage and benefit re-opener at the end of the first year (no later than November 1, 2017) and the wage and benefit opener at the end of the second year (no later than November 1, 2018).

Section 25: Beneficial Practices

1. Exclusivity: The employer and the Union agree that any practice, policy or working condition in existence prior to the negotiation of this Agreement, that is beneficial to employees but not addressed in this Agreement, shall continue in force; unless or until the parties mutually agree otherwise. No employee shall suffer a loss in benefits as a result of the negotiation of this contract. This Agreement supersedes any prior agreement, whether oral, written or implied, concerning wages, hours or working conditions of employees covered by this Agreement.

2. Amendment: Subject to the provisions of this Section, the parties may, by mutual agreement, agree to amend or add to any provision of this Agreement. However, any such amendment or modification must be in writing, executed by the duly authorized representative(s) of each party, and any oral modification shall be null force or effect

Section 26: Personnel Policies

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. No changes in personnel policies shall be requested that violate the Beneficial Practices section of this agreement.

Section 27: 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 meet and negotiate replacement language for any provision, which may be found to be in conflict with applicable law.

Section 28: 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.

The Employer and the Union agree to convene one or more special meetings of the Labor-Management Committee beginning no later than January 31, 2016 to discuss and consider the possibility of health insurance coverage for member dependents, spouses, and domestic partners.

Section 29: Written Communications

All written communications concerning the application and interpretation of this Agreement shall be sent to the Union addressed to the Union Field Representative, SEIU Local 1021, 447 29th Street, Oakland, CA 94609-3510, with copies to the designated chair of the Union Steward Council, and to FSA addressed to the Executive Director and HR Director at Felton Institute/FSA, 1500 Franklin Street, San Francisco, CA 94109 via certified USPS mail without otherwise changing the contract.

Section 30: 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.

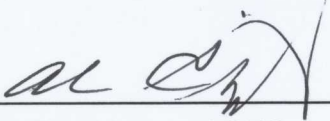
B. The Agreement shall be effective July 1, 2016 and shall remain in full force and effect until and through June 30, 2019 and shall extend year to year unless notice to amend or modify is served by either party upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement via certified USPS mail to the Executive Director and HR Director of the Felton Institute/FSA.

There shall be a wage and health benefits re-opener no later than November 1, 2017.

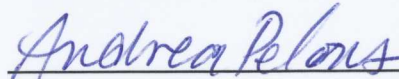
There shall be an additional wage and health benefits reopener no later than November 1, 2018.

FELTON INSTITUTE/FSA

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021



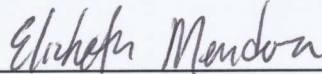
Al Gilbert, President and CEO



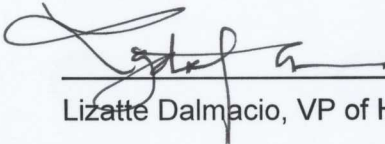
Andrea Pelous, Field Representative



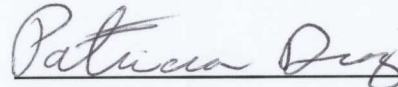
Marvin Davis, CFO



Elizabeth Mendoza, Bargaining Team



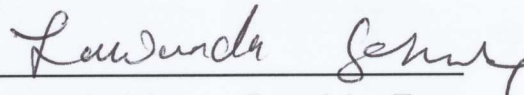
Lizatte Dalmacio, VP of Human Resources



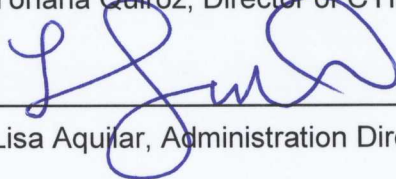
Patricia Diaz, Bargaining Team



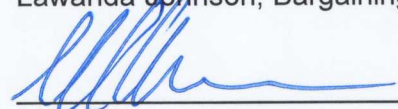
Yohana Quiroz, Director of CYF



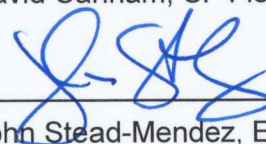
Lawanda Johnson, Bargaining Team



Lisa Aquilar, Administration Director



David Canham, SF Field Director



John Stead-Mendez, Executive Director

Date: _____

Date: _____

Side Letter I
Felton Institute/ Family Service Agency, FDC
And
SEIU 1021

Gift Card

A holiday gift card, not less than \$150.00, shall be issued to each bargaining unit employee with their December 15, 2016 paycheck.

This side letter shall be revisited and discussed at the same time as the annual wage and benefits re-opener.

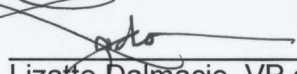
FELTON INSTITUTE/FSA



Al Gilbert, President and CEO



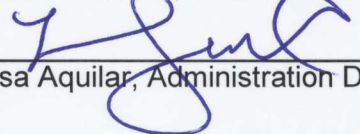
Marvin Davis, CFO



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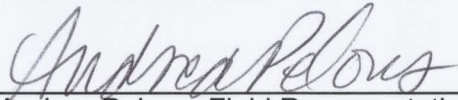
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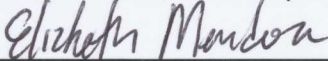
Lisa Aquilar, Administration Director

Date: _____

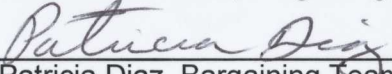
SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021



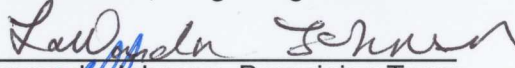
Andrea Pelous, Field Representative




Elizabeth Mendoza, Bargaining Team



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Lawanda Johnson, Bargaining Team



David Canham, SF Field Director



John Stead-Mendez, Executive Director

Date: _____