

Agreement Between

LOCAL 1021

**HYDE STREET
COMMUNITY SERVICES, INC.**

and the

**LOCAL 1021
SERVICE EMPLOYEES INTERNATIONAL UNION, CTW**

Stronger Together

July 1, 2017 through June 30, 2021

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This Agreement is entered into this 1st day of July, 2017 by and between the Hyde Street Community Services (hereafter called the “Employer”) and Service Employees International Union, Local 1021 (hereafter called the “Union”).

ARTICLE 1. RECOGNITION

Effective July 1, 2003 Hyde Street Community Services, Incorporated recognized Service Employees International Union, Local 1021 as the collective bargaining representative for employees in the classifications referenced in National Labor Relations Board Case No. 20 RC 17196. The Union was recognized following the assumption, by Hyde Street Community Services, of all duties, responsibilities, contractual relationships, and the hiring of a majority of the employees in the bargaining unit at the Tenderloin Outpatient Clinic and the Tenderloin Community Clubhouse.

Definition of Work Status:

- a. Regular Full-Time: A regular full-time employee is one who is regularly scheduled to work thirty (30) to forty (40) hours per week.
- b. Regular Part-Time: A regular part-time employee is one who is regularly scheduled to work thirty (30) hours or less per week.
- c. Regular Limited Part-Time: A regular part-time employee is one who is regularly scheduled to work less than twenty (20) hours per week.

ARTICLE 2. UNION SECURITY

Section 1.

It shall be a condition of employment for employees hired by the Employer after the execution of this Agreement and who are covered by this Agreement, to either a) become and remain, members of the Union in good standing, or b) commence and continue payment to the Union of an equivalent service fee. This requirement must be satisfied not later than the thirty-first (31st) day following commencement of employment.

Section 2. Conscientious Objections:

Notwithstanding any provision of this Article, any employee hired subsequent to the effective date of this Agreement who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting Unions shall be exempt from the Union membership and/or equivalent service fee requirements of this Article provided however, that such an employee shall be required, in lieu of compliance with this Article, to pay sums equal to the regular Union dues to any of the three charitable funds listed below that are exempt from taxation under Section 501 c (3) of the Internal Revenue Code:

1. St. Anthony’s Dining Room

- 2. NAACP
- 3. Legal Services for Children, Inc.

Proof of such payment shall be made by the employee to the Union on a monthly basis.

Members in good standing shall be defined as employed members of the Union who tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership. Service fee payment shall not exceed the standard initiation fee and periodic dues uniformly required of Union members for representation on matter of wages, hours, and other terms and conditions of employment.

Section 3. Dues Deductions Other Deductions

The periodic Union dues, fees, and other assessments will be deducted from the employee’s paycheck upon submission to the Employer of a proper written authorization by the employee.

Section 4. Dues Delinquency:

The Employer, upon written request by certified mail of the Union, shall discharge any employee within seven (7) calendar days after receipt of such notice who fails to comply with the terms of this Article.

Section 5. Hold Harmless:

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

Section 6. Notification:

The Employer shall supply the Union with names, addresses, classifications and work program of employees hired or terminated within fifteen (15) work days of their hiring or termination. Upon written request from the Union and at least once a calendar year, the Employer will provide a hard copy to the Union with names, addresses, telephone numbers, social security numbers, classifications, and work program of employees covered under this Agreement.

The Union may request additional reports as needed but no more frequently than six times per year. Such reports will be supplied on paper and electronically to the Union Field Representative or his/her designee.

ARTICLE 3. DISCRIMINATION

Section 1. Equal Opportunity

The Employer, the Union, and the employees agree that all employees and applicants for employment are entitled to fair and equitable treatment and employment opportunities in aspects of employer-

employee relationships, discipline, pregnancy, promotion, transfer, layoff, recall, and veteran’s status, without regard to race, ancestry, color, religion, sex, national origin, age, sexual orientation, gender identity, marital status, physical or mental impairment, Union activity, or political affiliation.

Section 2. Sexual Harassment

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.

Employees who are aware of any violation of either law or this policy should immediately report the circumstances to the Hyde Street Community Services’ Personnel Manager or to the Executive Director. If an investigation confirms the offense, immediate disciplinary action, up to suspension without pay and including termination of employment, will be taken.

ARTICLE 4. GRIEVANCE PROCEDURE

Section 1. Discipline and Contract Interpretation

In the event a dispute arises with reference to the interpretation or enforcement of this agreement, the following procedure shall be followed, provided that the matter be presented to grievance within seven (7) calendar days for discipline and fourteen (14) calendar days for issues involving interpretation or application of this Agreement, otherwise the right of grievance is lost. The purpose of the procedure set forth below is to provide Hyde Street Community Services, the employees, and the Union an orderly means of resolving disputes which may arise between them. NOTE: Special Expedited Procedure Applies to Terminations.

Section 2.

A grievance is a claim by an employee or the Union or the Employer concerning the interpretation or application of this Agreement. The written, formal grievance shall contain a clear, brief statement of the problem, the date of the violation, the section(s) of the Agreement allegedly violated, the proposed remedy, and shall be signed by the aggrieved party. The aggrieved party shall have the right to representation by a Union Shop Steward and/or Union Field Representative at each step of the grievance procedure.

Section 3.

When an employee has a problem s/he informs his/her supervisor and attempts to resolve the problem informally by discussing the issue.

Step 1. If there has been no informal resolution of the dispute by the employee and the employee's supervisor, the next step to address the grievance is for the employee to submit a written statement of the grievance to his/her supervisor. The supervisor will respond in writing within fourteen (14) calendar days.

Step 2. If the grievance is not satisfactorily resolved in Step 1, or if no answer is given within the time specified, the next level supervisor or his/her designee shall schedule a meeting to hear the grievance within seven (7) calendar days of receipt of the grievance. The next level supervisor or his/her designee shall reply to the grievance within fourteen (14) days following such.

Step 3. If the grievance is not satisfactorily resolved in Step 2, or if no answer is given within the time specified, the Union may, by written notice to the Executive Director within seven (7) calendar days for discipline or discharge and in fourteen (14) calendar days for issues involving interpretation or application of the Agreement after the Step 2 response, or on the last day which the answer was due if none was given, request that the grievance be submitted to the Personnel Committee of the Board. The Personnel Committee shall furnish the Union a written response within fourteen (14) calendar days of the meeting with the aggrieved party. If the matter is not resolved and if the Union so requests in writing within fourteen (14) calendar days of the Step 3 written response or, if no response is given, the date the response was due.

Step 4. If there is a timely request for arbitration, the parties will attempt to agree upon an impartial arbitrator. In the event the parties are unable to agree upon an impartial arbitrator, then either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within twenty-one (21) calendar days of the notice requesting arbitration to select an arbitrator to hear and resolve the grievance. The parties shall flip a coin to determine which party will strike the first name from the panel, and then shall proceed. The arbitrator selected shall hear the grievance as soon as possible.

The Parties may agree to utilize Federal Mediation Conciliation Service for mediation prior to, or as an alternative to, arbitration.

The expenses of the arbitrator shall be shared by the parties. Each party shall bear the cost of its own representatives and witnesses. The arbitrator selected shall not have the authority or jurisdiction to add to, subtract from, change, alter or modify any of the terms of this contract. The decision of the Arbitrator shall be final and binding upon the parties.

The time limits listed in the grievance procedure may be extended by mutual written agreement between the parties.

Section 4. Expedited Arbitration

By mutual agreement the Union and the Employer may agree to utilize the following expedited arbitration procedure. The arbitrator shall be selected in the regular manner or may be a mediator from the Federal Mediation Conciliation Service sitting as a mediator.

- 1) All efforts shall be made prior to the hearing to stipulate to the facts and the evidence to the record;
- 2) No attorneys shall 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 shall be used; no briefs will be permitted to be filed;
- 5) Only a bend decision shall be required. The arbitrator may write a one page decision if mutually requested by the parties.

ARTICLE 5. WORK SCHEDULE

Section 1. Work Week

The workweek is from 12:01 a.m. Monday to 12:00 p.m. Sunday.

Section 2. Work Day

The workday is a 24-hour period beginning at 12:01 a.m. and ending at 12:00 midnight each calendar day. The normal workday is an 8-hour period with a one hour paid lunch break.

Section 3. Breaks

Employees are permitted a paid fifteen minute break every two hours to be taken as nearly as possible after two hours of work and after six hours of work.

Section 4. Payday

All non-exempt employees will be paid on the 10th and 25th day of each month. If the payday falls on a Saturday or Sunday, paychecks will be issued on the previous business day. The Employer will make every effort to issue all checks no later than 1:00 p.m. on payday. All check stubs will exhibit up to date accrued vacation and sick hours.

ARTICLE 6. SELECTION AND HIRING

Section 1. Job Posting

- A. The employer shall post vacancies or other positions covered by this Agreement internally for seven (7) calendar days before these openings are announced publicly. The positions will first be posted internally at all sites. Postings will include title, duties, salary, qualifications required and location of position.
- B. Job announcements for vacant bargaining unit positions to be filled will be posted in house within seven (7) calendar days after the position is vacated or the employee submits a letter or resignation to the Program Director and the Director of Human

Resources. If a position is being held for some period before posting an internal notice will be posted to that effect giving the probable date for posting.

Section 2. Selection and Hiring Criteria

- A. Former employees who have been laid off or employees who have had their hours reduced will first be notified, following internal postings, and offered reinstatement to the position with the program from which such layoff or reduction occurred.
- B. Current employees hired into vacant positions will be placed in the position without a break in Hyde Street Community Services seniority relative to benefits, and shall start to accrue seniority for layoff and recall purposes in the new classification at the site/program.
- C. If former employees who were laid off refuse an offered position at their previous Full-Time-Equivalency (F.T.E.) and salary, they shall have exhausted their recall rights and their seniority shall be broken.
- D. Employees who have had their hours reduced and subsequently refuse a restoration to their same Full-Time-Equivalency (F.T.E.) when offered must follow the normal process of bidding for vacant positions as they become available.

Section 3. Advertising for Vacant Positions

- A. Advertising for vacant bargaining unit positions will begin within seven (7) calendar days after internal job postings expire if no internal applicant qualifies for the position.
- B. Advertisements for vacant bargaining unit positions will run according to a schedule that will be based on applicant response and budgetary resources.
- C. Resumes from applicants will be forwarded directly to Directors and Coordinators of programs for review.

Section 4. Orientation of New Employees

- A. Upon hire, each new employee will be informed which Supervisor and/or Administrator they should work with in order to complete necessary paperwork and review orientation materials. Employees will be given a copy of an Orientation Checklist and will be expected to work actively with their assigned Supervisor and/or Administrator to complete the Orientation Checklist within the expected timeframes.
- B. The last Tuesday of each month, a SEIU1021 Field Representative, and/or steward shall be allotted 3pm to 3:30pm to explain the union contract and union procedures to new members.

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

In the event a new member is unable to attend the orientation meeting he/she will be oriented the following month.

ARTICLE 7. SENIORITY AND LAY-OFF

Section 1. Seniority

- A. Seniority for regular full-time and regular part-time employees is defined as the length of continuous employment based on the most recent date of hire with the Hyde Street Community Services. In those cases the employee has continuous unbroken service in the same position beginning with Bayview Hunters Point, that earlier date shall apply for the purposes of establishing seniority.
- B. The parties agree to abide by the principle of classification and site seniority for purposes of layoffs and recall provided qualifications, merit, and ability are approximately equal except when these principles are in direct conflict with the goals of Affirmative Action considering ethnicity, culture and language to the extent permitted or required by law.
- C. Employees' seniority rights shall be discontinued for any of the following reasons: Resignation, discharge for just cause, termination during the probationary period, layoff in excess of one (1) year without recall or failure to return to work within three (3) days of receipt of a proper notice from the Employer by certified mail. This three (3) day requirement can be extended by mutual agreement between the employee and the Employer.

Section 2. Layoff and Recall

- A. A layoff shall be defined as a non-disciplinary separation of an employee base upon legitimate business needs as determined by the Employer. In reviewing the necessity for layoffs, the Employer agrees to make the determination based upon financial necessity. The Employer recognizes its obligation to bargain with the Union over the effects of any layoff of 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. Only employees hired and working under said affected contract and program will be impacted.
- B. The employer shall give employees forty-five (45) calendar day notice (*unless the employer is given less notice during funding negotiations or in the event of an unforeseen emergency or catastrophe*), prior to the effective day of layoff. Except in the case of emergency, there shall be at least forty-five (45) calendar day notice given to the Union prior to the layoff of any bargaining unit employees.
- C. COBRA Continuation: If an employee is laid off and opts for COBRA, management agrees to continue to pay one (1) month of the employee's COBRA premium and

management's portion of COBRA health premium for dependents, subsequent to the month in which the employee's Hyde health benefits terminate.

- D. Voluntary Layoff: In the event of a layoff, volunteers may be accepted prior to the imposition of involuntary layoff or reduction in hours. Voluntary layoffs are position and program specific.
- E. Employees shall not accrue seniority while on layoff, but shall not forfeit previously accrued seniority and benefits as defined in the terms of this Agreement. In the event of recall within one (1) year of layoff, or rehire, an employee's years of service shall continue from the date of return to service or rehire.
- F. Employees on layoff shall be responsible for informing the Employer of their current address and telephone number while on layoff.
- G. Unit, Program, and Clinical Coordinator. The filling of any vacant Unit, Program and Clinical Coordinator positions will be at the sole and exclusive discretion of the Employer. Any demotion, reassignment discharge or removal of employees in this classification will follow progressive discipline guidelines and will be subject to the grievance procedure. Unit, Program and Clinical Coordinators shall have access to contracts and projected Units of Service (U.O.S.) pertaining to their unit, and may offer feedback based thereon.

ARTICLE 8. UNION STEWARDS & REPRESENTATION

A. Official Representatives

- 1. The Union will notify the Employer in writing of the duly authorized Union Representative. The duly authorized representative of the Union will be permitted reasonable access for the purpose of seeing that the terms and conditions of the Agreement are being observed. The Union Representative will exercise this right in a reasonable manner and will not disrupt the operation of the Employer. The Union Representative shall be permitted to meet with bargaining unit employees away from clients in a non-work area during breaks and other non-work time.
- 2. The Parties recognize that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level. The Stewards may advise employees of their rights, responsibilities, and options under this Agreement, but shall not assume the role of supervisor.
- 3. Upon notification of an appropriate management person, stewards and designated officers of the Union subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and represent fellow employees in investigatory interviews conducted by the Employer.

4. Shop stewards shall not interfere with the work of any employee.
5. Any meeting of shop steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.
6. Bulletin Boards. The Employer agrees to provide space on an existing bulletin board at each work location covered by this Agreement or if not available, all space which the Union may use to post notices of official Union business as it pertains to the employees of Hyde Street Community Services. 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.
7. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to clients.

ARTICLE 9. WAGES/SALARIES

Any CODBA that the Employer receives for each fiscal year will be passed through as an equivalent COLA to all Employees.

For any year that there is no COLA/CODBA increase, Hyde agrees to provide 3 additional floating holidays on the calendar year.

- A. A 3% across the board wage increase will be considered a full COLA and will not result in any additional floating holidays.
- B. A 2% across the board wage increase will result in 1 additional floating holiday.
- C. A 1% across the board wage increase will result in 2 additional floating holidays.
- D. In the event of an increase less than a full percent, the figure will be rounded to the nearest percent for the purposes of floating holidays.
- E. All represented employees of SEIU 1021 shall receive a 2.5% wage increase on July 1, 2017 and on July 1, 2018. Employees shall receive an additional 1% wage increase on January 1, 2019.

ARTICLE 10. OVERTIME/COMPENSATORY TIME

Each position with Hyde Street Community Services will be classified as non-exempt or exempt and this designation will be made clear to employees at the time of hiring.

Section 1. Non-Exempt Employees

- A. All employees covered by this Agreement who are employed in a non-exempt capacity (as defined in the requirements of the Federal Fair Labor Standards Act and the California Labor Code) will be paid overtime at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of forty (40)

hours in any one work week (Monday through Sunday) and for the first four (4) hours in excess of eight (8) hours in any one work day.

- B. Overtime at two (2) times the regular wage is paid for all hours worked in excess of twelve (12) in one workday.
- C. Part-time employees shall not be required to work beyond their normal weekly schedule with no threat of negative consequences from their supervisor for not accepting additional hours.
- D. Employees must have prior approval from their immediate supervisor before working any overtime.

Section 2. Exempt Employees

- A. All employees covered by this Agreement who are employed in an exempt capacity (as defined in the requirements of the Federal Fair Labor Standards Act and the California Labor Code) are not eligible for overtime pay as described in Section 1 above. Such exempt employees will earn compensatory time off in an amount equivalent to the actual number of hours worked in excess of eight (8) in a workday and/or forty (40) in any one workweek (Monday through Sunday). Compensatory time must be used by the end of the second pay period following the pay period in which the compensatory time off was earned.
- B. Accrued compensatory time can be used to leave work early, attend mid-day personal appointments, as a day off, or to arrive late to work as long as such alterations in work schedule do not hinder the performance of work-related duties.
- C. Unused compensatory time is not paid upon separation from employment.

Section 3. Out of Pocket Expenses

The employer agrees to reimburse employees for all business related out of pocket expenses no later than one month from the date of the incurring of said expense.

ARTICLE 11. BENEFITS

Section 1. Group Health Insurance

Regular full-time and regular part-time employees who work at least twenty (20) hours per week are eligible for group medical and dental insurance. Employees will be given a choice of two comparable plans, currently through Kaiser and Blue Cross. Coverage will begin within 30 days (or as soon as application is processed) following completion of initial paperwork. Employees working twenty (20) hours or more per week shall be eligible to have coverage for their spouse, registered domestic partner, and eligible dependents. Such coverage shall be paid for by the Employer.

Regular part-time employees who work a regular schedule of more than fifteen (15) hours per week but less than twenty (20) hours per week shall be eligible for group medical insurance only as required by the San Francisco Healthcare Accountability Ordinance. Effective July 1 2013, when possible the Employer will negotiate with group health insurance providers to ensure that healthcare coverage includes transgender healthcare needs, including transitional related services, such as therapy (including voice therapy), hormones, surgical procedures and electrolysis.

The Employers' existing medical and dental programs or comparable benefits will be maintained for the term of this Agreement.

Members who themselves or their dependents are covered by another medical insurance plan shall be asked to reject that specific level of coverage by Hyde Street Clinic. The Employer will make an adjustment to the pay of each of these Employees in the amount of 80% of the cost to the Employer of individual coverage. Bargaining unit members who then lose that alternative coverage will again be covered by Hyde Street within 30 days (or as soon as application is processed) following receipt of proof of loss of coverage and completion of necessary paperwork. Employees will no longer receive the 80% adjustment if they return to coverage under this Employer.

Members who, because of a change in the prescription drug deductible, suffer an increased cost in the use of the health insurance plan shall be reimbursed up to one hundred and fifty (150) dollars or the actual increased cost of the out of pocket whichever is less.

Management agrees to announce the upcoming Open Enrollment Window annually and educate Employees regarding healthcare options. This will happen as close as possible to one month prior to the opening of the Open Enrollment Window.

To propose any future changes the Employer is seeking as it relates to any healthcare changes/coverages, the Employer shall meet with Union representatives at least one month prior to the date that a change in coverage is desired to discuss proposed changes. In order for any changes or modifications to occur, both the Union membership and the Employer must reach mutual agreement on changes/coverages.

Section 2. Life Insurance

Regular full-time and regular part-time employees working at least twenty (20) hours per week will be covered by a group life insurance policy. The benefit will be two (2) times the annual salary upon the death of the eligible employee to a maximum of \$50,000. The Employer will pay all premiums required to maintain such coverage.

Section 3. Retirement Plan

The Employer will maintain the existing Retirement Plan for the life of this Agreement.

Section 4. Workers Compensation

When an employee has suffered a work-related injury, the difference between workers' compensation benefits and the employee's gross salary will, at the discretion of the employee, be made up by utilizing unused accrued sick and/or vacation leave. The Payroll Unit of the Hyde Street Community Services shall compute the number of hours needed and will make the necessary adjustments. Employees shall be required to mail to the Payroll Unit biweekly verification of workers' compensation payments received. Failure to provide such verification will result in the discontinuance of integration of sick and/or vacation leave with workers' compensation benefits.

Section 5. COBRA Benefits

Any employee, upon separation of service from Hyde Street Community Services, shall be given the option of continuing his/her medical and dental benefits, according to COBRA guidelines.

Section 6. Longevity Pay

Effective January 1, 2001, employees shall receive an increase of one thousand (1000) dollars to their annual base pay beginning on the employees' third anniversary of their date of hire. The Longevity Pay Adjustment shall be prorated for employees working less than full time.

Section 7. Licensure Adjustment

Staff who secure one of the licenses below shall receive an addition to their base salary in the listed amounts. Amounts listed are for a full-time equivalent employee. The Licensure Adjustment shall be prorated for employees working less than full time.

LCSW	\$1000.00
MFT	\$1000.00
PhD	\$1000.00

Section 8. Education & Licensing Fees

- A. Employees are always encouraged to further their knowledge base at HSCS. Employees can do this by furthering their education levels, participating in work-related conferences and attending training events. Based on this, Hyde Street Community Services agrees to allocate \$400 per employee annually for any combination of education, training and licensing fees.
- B. The employer agrees any amount that is left over from the one year (\$400) allocated fund shall be carried over to the following year. Accrued education, training and or licensing reimbursement shall not exceed \$800.
- C. Management retains the discretion to determine which exercise activities are appropriated 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.

Section 9. Flexible Spending Account

The parties agree that a Flexible Spending Account can be a valuable benefit for employees. At the same time the plan, in order to be cost effective for the Employer, must have sufficient enrollment. The Union and Management agree to educate all staff about the Flexible Spending Account. This will occur annually, coinciding with the announcement about each upcoming open enrollment period, and will include an assessment of Employee interest. The intent of this assessment is to secure a sufficient number of staff to enroll to make the plan cost effective. If cost effective, Hyde Street Community Services shall establish 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. If enrollment subsequently declines below a reasonable level the employer may elect not to renew the program.

Section 10. Commuter Check Program

Hyde Street Community Services shall maintain a Commuter Check Program which is an effective way for employees to pay for mass transit expenses. This plan shall allow employees to pay for eligible expenses (per IRS guidelines) on a pre-tax salary reduction basis.

ARTICLE 12. HOLIDAYS, VACATIONS, SICK LEAVE

A. Holidays

Section 1. Holidays

1. New Year's Day (January 1st)
2. Dr. Martin Luther King, Jr's Birthday (3rd Monday in January)
3. Presidents' Day (3rd Monday in February)
4. Cesar Chavez Holiday (1st Monday in April)
5. Memorial Day (Last Monday in May)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Indigenous Peoples Day (celebrated as an alternative to Columbus Day)
9. Veteran's Day (celebrated the same day as San Francisco public schools)
10. Thanksgiving Day (Last Thursday in November)
11. Friday after Thanksgiving Day
12. Christmas Day (December 25th)
13. Floating Holiday*

14. Floating Holiday*

*Employees accrue up to two (2) floating holidays per year which they may take for any reason with prior approval from their supervisor.

Section 2. Holidays for Part-time Employees

All paid holiday time off shall be pro-rated by percentage of Full-Time Equivalent (F.T.E.) schedule for employees with regular schedules of less than thirty (30) hours per week if the holiday is celebrated on a regular day off.

If the holiday is celebrated on a work day the employee will be paid for all hours normally scheduled to work.

Section 3. Holidays During Vacation

If a holiday falls within an employee’s vacation, the day will not be counted as a vacation day.

Section 4. In Lieu Day Off

If a Hyde Street Community Services–observed holiday falls on a regular day off, that employee shall receive an in lieu day (an additional day off prorated for the employee’s percent of full-time equivalency). An employee can choose to take the In Lieu day on the next regularly scheduled work day without prior approval of Management. If the employee plans to use the In Lieu Day on a day other than the next regularly schedule work day, the employee must inform Management of this intention within the same payroll cycle and designate the date on which the In Lieu Day will be taken. The In Lieu Day must be taken within 30 days of the holiday.

Section 5. Saturday or Sunday Holidays

When a holiday falls on a Saturday or Sunday, respectively, the preceding Friday or the following Monday shall be observed consistent with the day of celebration determined by the San Francisco Public Schools.

B. Vacation

Section 1. Vacation Accrual

Employees will accumulate vacation credits from the date of hire (pro-rated by percentage of Full-Time Equivalent (F.T.E.) scheduled) as follows. Employees will graduate to the next schedule based on their anniversary date of hire.

Years of Employment	Accrual Rate, days per year	Maximum Accrual Hours
1 st year	12	100
2 nd year	15	125
3 rd year	17	140
4 th year	19	160

5 th year	21	170
6 th year	23	190
7 th year	25	200
8 th year	27	220
9 th year	29	240
10 years & thereafter	31	300

C. Sick Leave

Section 1. Eligibility

After employees complete probation, they will accumulate Sick Leave credits from that date (pro-rated by percentage of Full-Time Equivalent (F.T.E.) scheduled) at the rate of one (1) day per month.

Employees will accumulate Sick Leave credits from their date of hire at the rate of one (1) day per month. Employees working less than a full-time schedule shall have the accrual of sick leave credits pro-rated (.0462 per hour) by their Full Time Equivalency (F.T.E.). Except as provided below, Sick Leave credits cannot be used until the completion of probation.

If an employee, during his or her probationary period, requests sick leave with pay s/he shall receive sick leave pay up to his/er accrued sick leave credits. If the employee then leaves employment at Hyde Street Community Services prior to completing probation, the employer shall deduct the amount of sick leave paid from the employee’s final paycheck.

Section 2. Maximum Accrual

Employees shall be allowed to accumulate sick leave to a maximum of fifty (50) days; however, any days accrued in excess of thirty (30) days can only be used in the event of catastrophic illness.

Section 3. Utilization

Sick leave pay is available only if the employee or a member of the employee’s immediate family (parents, children, and/or spouse, and/or domestic partner) are in fact ill, disabled, or injured. The Employer may request as proof of illness a note from a health care provider, before paying sick leave if there has, within the previous twelve (12) month period, been a pattern of sick leave use or the use of an excessive number of sick leave days. The employer must previously have informed the employee if a note shall be required for a future illness.

Section 4. Medical, Dental, Eye Care Appointments

Except in case of emergency doctor, eye care, or dentist appointments which are scheduled during office hours will be considered sick leave and are to be approved one (1) week in advance by the supervisor.

Section 5. Holidays and Sick Leave

If an employee is on paid sick leave when a Hyde Street Community Services-observed holiday occurs, holiday hours will be used instead of sick leave hours.

Section 6. Reporting Requirements

Employees who are unable to report to work due to an illness or injury of their own or to care for a seriously ill or injured family member (parents, children, and/or spouse, and/or domestic partner) must contact their supervisor as soon as possible and should, if possible, do so prior to the start of the shift being missed. If an employee becomes sick during the day, the supervisor must be notified before the employee leaves work.

Section 7. Integration With State Disability Insurance

When an employee is eligible to receive disability benefit payments, he/she may receive full disability benefit payments plus such portion of accrued sick leave pay as shall aggregate to an amount equal to, but not exceeding, the employee's regular rate of pay. At the employee's request, sick leave and/or vacation pay shall be integrated with disability benefits, Unemployment Compensation Disability (SDI), Workers' Compensation, or any other disability income an employee may be eligible for, so that the sum of the daily sick leave allowance benefit and/or vacation pay shall not exceed one hundred (100) percent of the employee's regular wages or salary. In cases of industrial injury where the employee is entitled to Workers Compensation Insurance payments, the same method of integration of accrued sick leave shall apply.

Section 8. Catastrophic Leave

Donations:

Donations shall be made in full day increments. Employees may donate unlimited amounts of sick time, as long as a five (5) sick day balance is maintained.

Eligibility:

- a. An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work and if she/he has passed the probationary period. Catastrophic illness or injury is defined as a critical medical condition or a long term major physical impairment or disability.
- b. The recipient employee, the family of the recipient employee, or another person designated in writing by the employee must submit a request to the Human Resources Department.

- c. The recipient is not eligible as long she/he has paid leave available; however, the request made be made prior to the anticipated date leave balances will be exhausted.
- d. The recipient employee is eligible to receive up to one hundred eighty (180) days per major illness.
- e. Time donated can be used in the current and future pay periods. No retroactive donations will be permitted unless there is mutual agreement from the Union and the employer.
- f. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.

ARTICLE 13. LEAVES OF ABSENCE

Section 1. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The Employer agrees to comply with the Federal Family Medical Leave Act and the California Family Rights Act, both of which require the Employer to permit each eligible employee to take up to twelve (12) work weeks of FMLA and/or CFRA leave in any twelve month period. To be eligible for FMLA and/or CFRA leave, the employee must have been employed by the Employer for at least 12 months, must have worked at least 1250 hours during the 12-month period immediately preceding commencement of the leave, and must be employed at a worksite where the employer has 50 or more employees within 75 miles. Events which may entitle employee to FMLA and/or CFRA leave are set forth in the Employer's Personnel Policies Manual. FMLA can be taken for contiguous days or weeks or intermittent leave down to one hour in length. Further extensions of time off may be approved at the discretion of the Program Director with approval of the Executive Director.

Section 2. Personal Leaves of Absence

Upon the Employee's request they shall be granted up to five (5) working days per event with pay when absent because of the death of an immediate family member. The immediate family includes spouse, domestic partner, child, parent, grandparent, aunt, uncle, grandchild, in-laws, brother, sister, significant other, or any member of the employee's immediate household.

When the death or service occurs outside the State of California the employee may request, and shall be granted, up to three (3) additional days which shall be without pay unless the employee elects to utilize accrued vacation days. The employer may require verification.

Section 3. Bereavement Leave

Upon the Employee's request they shall be granted up to five (5) working days per event with pay when absent because of the death of an immediate family member. The immediate family includes spouse, domestic partner, child, parent, grandparent, aunt, uncle, grandchild, in-laws, brother, sister, significant other, or any member of the employee's immediate household.

When the death or service occurs outside the State of California the employee may request, and shall be granted, up to three (3) additional days which shall be without pay unless the employee elects to utilize accrued vacation days. The employer may require verification.

Section 4. Jury Duty/Witness Leave

A leave will be granted to employees who are called to serve on a jury or as a witness in a trial. Employees will receive full pay while on jury/witness duty and are expected to reimburse the Hyde Street Community Services the full amount received for payment of jury/witness duty.

Section 5. Military Leave

The employer will provide leave in accordance with all Federal laws relative to military leave of absence.

Section 6. Pregnancy Leave, Adoption, Foster Placement

Employees shall be entitled to a leave of up to six (6) months with no restriction based on length of employment in the case of the birth of a child. Other leaves shall be handled in accordance with the FMLA and/or CFRA where applicable.

In the case of Adoption or Foster Placement in the employee's home, employees shall be entitled to a leave of up to four (4) months. This provision shall apply to one foster placement per year.

Section 7. Education Leave

- A. The Employer may allow employees to attend, during normal working hours, workshops, seminars, conferences and training sessions, which are work-related. The fees for workshops, seminars, conferences, home study courses and training sessions, public transportation costs and/or mileage at the current IRS rate, parking costs and toll charges, may be paid by the Employer if the program budget has allowances for such activities.
- B. In accordance with the current practice, any employee who is approved for education leave will continue to receive his/her regular salary.

Section 8. Training

The Employer may provide in-service training for employees that is relevant to program needs. Required attendance at an in-service training should be considered a duty assignment for the purposes of payment of salary.

Section 9. California Paid Family Leave

Employees may be eligible for California Paid Family Leave when taking care of some family members who are ill. The Leave is paid using the State Disability Insurance schedules and is limited to a maximum of six weeks.

Section 10. Leaves and Probation

An employee’s probationary period will automatically be extended by the duration of any leave of absence.

Section 11. Parental Leave

- a. As mandated by the Paid Parental Leave Ordinance of San Francisco, upon an employee’s six (6) month or 180 (days) anniversary, as a supplement to California Paid Family Leave benefits to bond with a new child, the Employer shall pay up to 40% of employees’ weekly wages for a duration of six (6) weeks.
- b. Any extension under the California and/or federal parental leave laws shall be compensated at 100% for the duration of the leave for both the primary and/or the secondary parent.

ARTICLE 14. 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) to four (4) management representatives of the Employer and two (2) to four (4) employee representatives of the Bargaining Unit – all employees of the Employer. Upon the request of either party the Committee shall meet on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including, but not limited to, health and safety, policies and procedures. The activities of the Committee are advisory and not subject to the Agreement’s grievance procedure.

A. Non-toxic Policy for Cleaning Supplies

Staff making cleaning supply purchases should look for hypoallergenic alternatives to existing cleaning supplies. When alternatives are identified, and the cost is not prohibitive, the alternative product should be used.

B. Annual Retreat

There shall be at least one retreat per year on paid time.

C. Technology

The Employer will allow at least one (1) volunteer Information Technology Consultant to access the set-up of Hyde Street Community Services, Inc. computer system. Employer shall also be available for consultation in order to complete assessment of the system. This IT Consultant will then be allowed to discuss their assessment with Union membership, Board membership and Employer.

ARTICLE 15. DISCIPLINE & DISCHARGE

Section 1.

An employee who has successfully completed the probationary period of six (6) months will not be disciplined or discharged without just cause. All cases of discipline beyond the probationary period shall be subject to the grievance and arbitration procedures of this Agreement. In the case of discharge the procedure outlined in section 3 of this article will be followed.

Section 2.

Termination of an employee during the probationary period shall not constitute discharge or lay-off under this Agreement and shall not be subject to the grievance and arbitration procedure in this contract.

Section 3.

1. An employee subject to termination shall be entitled, prior to termination, to a hearing if requested and the following:
 - A. A notice of the proposed action
 - B. The reasons for the proposed action
 - C. A copy of the charges and the materials upon which the action is based; and
 - D. The right to respond, either orally or in writing, to the authority imposing the discipline

If the employee requests, a shop steward, other Union officer, or union representative can be present at any and all meetings between the employee and the Employer.

2. Upon the request of the Union or the employee, within five (5) days after the notice of termination, a meeting will be held between representatives of the Employer, the employee, and his/her representatives to discuss the termination including, but not limited to, the allegation(s), if the allegation(s) constitute just cause for the termination, and alternatives to termination.
3. If, following the meeting in subparagraph 2, the Employer still intends to terminate, such notice will be presented to the employee and the Union within forty-eight (48) hours unless there is mutual agreement to extend.
4. If, following the notice in subparagraph 3, the Union elects, the Union has three (3) workdays to request mediation through the Federal Mediation and Conciliation Service. This meeting will be held at the earliest possible opportunity.
5. If, following mediation, the Employer still intends to terminate, the Union may request arbitration under the Grievance section of this agreement. In selecting an arbitrator, the parties agree that if the first selection is unavailable for a lengthy period then the last struck arbitrator

shall be consulted for availability. The parties agree that haste in reaching resolution is valuable to all.

ARTICLE 16. COMPLETE AGREEMENT

This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agents or representative of either party have 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.

ARTICLE 17. PERSONNEL POLICIES

The Employer agrees to notify the Union in writing at least thirty (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 the implementation of any changes.

ARTICLE 18. MANAGEMENT RIGHTS

It is mutually agreed that 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 job content, reclassify, lay off, discipline, or discharge employees, and to contract out work, subject to the conditions provided herein or mandatory subjects of bargaining.

ARTICLE 19. RIGHT TO PRIVACY IN THE WORKPLACE

Employees subject to this Agreement shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures on their person and their work area to the extent provided by law.

Inspections and searches may be conducted if, in the opinion of the Program Manager, reasonable suspicion exists that one or more persons is engaged in unlawful substance abuse or unauthorized use of Hyde Street Community Services’ property.

ARTICLE 20. NO STRIKE AND NO-LOCKOUT

The Employer and the Union agree that so long as this Agreement is in effect, there shall be no lockout, strike, or work slowdown.

ARTICLE 21. HEALTH AND SAFETY

- A. The Employer will make every reasonable provision for the health and safety of employees. The Employer and the Union recognize the applicability of Federal and State laws surrounding the conditions of employment.
- B. To prevent infestation, no less than twice a month, the Employer shall provide janitorial services including but not limited to vacuuming and mopping.
- C. The Employer agrees to work with the Union in the monitoring of infestation including but not limited to bedbugs and other pest. The Employer further agrees resources will be made available whenever necessary to ensure employees are working in an environment free of pest, bedbug and/or other infestations.

ARTICLE 22. AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act of 1990 (ADA) and the corresponding California Law prohibit discrimination against persons with disabilities. It is the policy of the Hyde Street Community Services Incorporated to comply with the provisions of these Acts when applicable.

ARTICLE 23. PERSONNEL RECORDS

- a. The information in an employee's personnel file is permanent and confidential, and must be kept up to date. The *employee* should inform the Personnel Director immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of an emergency.
- b. An employee has the right to inspect his or her personnel file at reasonable times, at a reasonable place, and on reasonable notice. The employee shall have the right to respond to any material filed. This response will be attached to the file copy and will remain in the file. No anonymous material shall be placed into the file of any employee. In addition, employees have the right to request copies of all employment-related documents. An employee may inspect only his or her own personnel file and only in the presence of the Personnel Director. With the written permission of the employee, a Shop Steward or Field Representative may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
- c. Personnel files are the property of the Employer and may not be removed from the Employer's premises without written authorization from the Personnel Director. Before a personnel file is removed from the Employer's premises a copy of the entire file shall be created and presented to the employee with a written explanation of why the file is being removed from the premises and to whom the file is being presented.

- d. Materials relating to disciplinary actions in the employee’s personnel file which have been in the file three (3) years shall be removed from the file provided there has been no re-occurrence of the conduct on which the discipline was based. Reference to disciplinary actions which were based on violations of law, such as for sexual harassment, are exempt from this provision.

ARTICLE 24. PROGRAM CHANGES

In the event of a cancellation of a contract, a relocation of a program, an addition of a new contract and/or program, and/or a decrease or increase in program funding that affects bargaining unit positions, the Union shall be given notice of such action(s) in advance, which shall not be less than thirty (30) days, unless the Employer is given less notice or in the event of an unforeseen emergency or catastrophe.

ARTICLE 25. SAVINGS CLAUSE

If any provision of the Agreement or the application of such provision to any person or circumstances be ruled contrary to law by any federal or state court or duly authorized agency, the remainder shall not be affected.

ARTICLE 26. TERM OF THIS AGREEMENT

This agreement shall be effective July 1, 2017 to June 30, 2021 and shall extend year to year unless notice to amend or modify is served by either party to the other at least sixty (60) calendar days prior to the expiration date of this agreement via certified USPS mail to the Executive Director of Hyde Street Community Services, Inc. or the Union Representative.

On June 30th of each year, there shall be a wage re-opener during the life of this agreement. First re-opener shall be no later than June 30, 2019.

Side Letter One – Ventilation System

The parties agree that, although the ventilation system in the building is technically adequate meeting Code, the effect is inadequate. In addition the parties agree that improvements to sound proof the counseling spaces is necessary.

The parties have also separately been led to expect that additional funding will very likely be available for the build-out and opening of the proposed basement multi-service center.

Therefore the parties agree that the build-out of the basement will include enhancing the ventilation system be either increasing the size of the apparatus or other means necessary to increase the flow of fresh air. At the same time sound proofing shall be enhanced to make counseling spaces truly safe from eavesdropping.

NOTES