

# Collective Bargaining Agreement

Between



Gardner Family Care Corporation

And



SEIU Local 521

Service Employees International Union, CTW, CLC

October 31, 2013 ~ October 31, 2016

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## **PREAMBLE**

This Memorandum of Agreement is entered into by Gardner Family Care Corporation (hereinafter referred to as "Gardner") and Service Employees International Union, Local 521, CTW-CLC (hereinafter referred to as the "Union"). This Memorandum of Agreement incorporates all attached appendices by this reference.

## **ARTICLE 1 – RECOGNITION**

Gardner and the Union agree to cooperate in promoting harmony and efficiency among Gardner workers and to meet the highest standards of behavioral health care delivery.

Gardner agrees to act at all times so as to assure dignity and respect for the workers in the bargaining unit.

The Union agrees to act at all times so as to assure respect for the rights of management.

Therefore, Gardner recognizes Service Employees International Union, Local 521, as the exclusive bargaining representative, for the purpose of collective bargaining, for all nonprofessional and professional regular full-time and regular part time workers employed in the classifications listed In Appendix A. Excluded are all other workers, including, but not limited to, other professional employees (Medical physicians, Psychiatrists, Licensed Psychologists, Nurse Practitioners, confidential, temporary, on-call, managerial, guards, and supervisors) as defined by the National Labor Relations Act.

## **ARTICLE 2 – NO DISCRIMINATION**

### **2.1 No Discrimination or Harassment**

Gardner and the Union are committed to providing a working environment that is free from all forms of unlawful harassment and discrimination, including sexual harassment and harassment or discrimination because of race, religion, national origin, physical or mental disability, marital status, age, sexual orientation, or other bases protected by federal, state, or local law. All such unlawful harassment or discrimination will not be tolerated.

### **2.2 Sexual Harassment Defined**

Sexual harassment includes any unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, which is made as the basis for employment decision, or which creates an intimidating, hostile, or offensive work environment. Gardner will notify all employees of their rights related to sexual harassment. Gardner shall be responsible for investigating all allegations of unlawful harassment and is responsible for taking all appropriate measures to ensure that employees are not sexually harassed at work. Gardner shall provide

sexual harassment training to new employees and current employees in accordance with state law. Employees with questions regarding this Section should contact Human Resources.

### **2.3 No Match Letters:**

Gardner will handle receipt of “no-match” notices from the Social Security Administration (SSA) in accordance with state and federal law.

No adverse action shall be taken against an employee because of immigration hearings or because of deportation hearings that are initiated or are pending except as allowed by contract and by law. If an employee directly indicates that he/she does not in fact have work authorization for the United States, the employee will be terminated.

## **ARTICLE 3 – UNION SECURITY**

### **3.1 Relationship Affirmation**

The Union recognizes its obligation to cooperate with Gardner to assure maximum service of the highest quality and efficiency, consonant with its obligations to the workers it represents. Gardner and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

### **3.2 Agency Shop**

#### **a. Maintenance**

Workers who are covered by this Agreement and who have signed a membership card on or before the effective date of this Agreement shall, as a condition of employment, maintain their Union membership for the term of this Agreement.

#### **b. New Workers**

Workers who are hired on or after the effective date of this Agreement and who are covered by this Agreement shall, within 30 days of hire, as a condition of employment (1) become a dues paying member of the Union, or (2) pay to the Union a monthly agency fee not to exceed monthly Union dues, or (3) if he/she qualifies, pay a charity fee equal to the agency fee to one of the negotiated funds which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

#### **c. Charity Fee**

To qualify for payment of the charity fee, the worker must certify to the parties that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations. Certification shall consist of a notarized letter signed by an official of the bona fide

religion, body or sect confirming the worker's membership. If a charity deduction is made, it shall not be forwarded to the charity until the union has approved of the exemption.

**d. Dues Check off**

Gardner shall deduct and pay to the Union or the appropriate charity, union dues, agency fee or charity fee of any worker who submits an appropriate payroll deduction authorization in writing. The check shall be forwarded to the Union within five (5) days of the pay date on which the deductions were taken. Along with the check, Gardner will provide corresponding information including the workers' names, social security numbers, base wage monthly on which the deductions were calculated, and the amount of the deduction.

**e. Termination for Non Payment of Dues**

Upon written notification from the Union that an employee has failed to pay his/her Union dues, Gardner will send a letter to the employee informing him/her of the issue of nonpayment with a copy of the authorization form. The employee will be given thirty (30) days to return the completed form to Human Resources. If the employee fails to return the completed form to Human Resources, and upon written request from the Union, Gardner shall terminate the employment of any worker who fails to comply with the requirements of this agency shop provision.

**f. Forfeiture of Deduction**

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues, agency fee or charity fee required by this Article, no such deduction shall be made for the current pay period.

**g. Reinstatement**

Upon the reinstatement of any worker, return from unpaid leave of absence or upon the recalling of any worker from layoff status, Gardner will resume or initiate dues, agency fee, or charity fee deduction for such unit member.

**h. No Fault**

The Union agrees to indemnify, defend, and hold Gardner harmless from any and all claims, demands, and suits, or any other action arising from the provisions of this Article.

**i. COPE Deduction**

Workers may voluntarily elect to have contributions deducted from their paychecks for Local 521 COPE Fund. Such deduction shall be made upon signed authorization from

worker and shall be continued until such authorization is revoked in writing. Gardner shall transmit to the Union such deductions once monthly on a check separate from regular dues deduction.

### **3.3 Union Notices and Activities:**

#### **a. Bulletin Boards**

The Union shall be provided reasonable space on six (6) bulletin boards designated by Gardner for posting of official Union materials that apply to the Gardner bargaining unit members. These shall be located in the break room, Proyecto Primavera, DDP, WIC Comprecare, WIC Gardner and Mental Health worksite.

The Union shall assume full responsibility for all material that it authorizes for posting and views promulgated in such materials. A copy of all posted material shall be given to the Human Resources Department prior to the time of posting. Should a problem arise regarding the content of the posted material, a union/management meeting will be held as soon as possible to discuss it. Gardner may remove postings pending the outcome of the meeting.

#### **b. Visits by Union Representatives**

A duly authorized representative of the Union shall be permitted to enter Gardner's facilities at reasonable times for representation purposes. The Union representative shall give the Department Manager, his/her designee, or if they are not available then the Human Resources Director reasonable advance notice prior to the anticipated visit.

The Union representative must advise the Department Manager or designee immediately upon entering the building. The premises used for the delivery of services to clients shall be made available to the Union upon request for the purpose of transacting Union business upon securing prior approval from management. The Union representative's visit shall not interfere with the operations of the facilities and may not interfere with or take an employee away from their work.

The Union shall give to the Human Resources Director or designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by the Union. Gardner agrees to deal only with duly authorized representatives of the Union.

#### **c. Names and Addresses of Covered Workers**

Gardner shall provide the Union with the names and addresses and classifications of work for all workers within the Bargaining unit on a quarterly basis. Such list shall be supplied without cost to the Union. Addresses shall not be supplied when a worker requests in writing not to provide such information. The Union may ask to see such a request.



**d. Notification of Union Coverage**

When a person is hired in any classification covered by a bargaining unit represented by the Union, including temporary workers or any workers whose status changes to a regular employee, Gardner shall notify that person that the Union is the recognized bargaining representative for the workers in the said unit, present that person with a copy of the present Agreement and provide the worker with a copy of the list of stewards as provided by the Union in Article 3.3(e).

A steward will be given up to thirty (30) minutes of paid release time at a mutually agreeable time to make a presentation to new workers and to answer any questions. The steward must receive written approval from his/her immediate supervisor prior to making the presentation. The steward's presentation shall be made only once per month and if no workers are hired in a given month, then the steward shall have no right to make a presentation.

For purposes of this section only, a worker may use their break time to make or attend the above-referenced presentation without a loss of pay.

**e. Union Representation**

The Union shall supply to Human Resources a written list of its Stewards and prompt written notification of any changes in the list. Gardner agrees to deal only with duly authorized representatives of the Union.

**f. Steward**

Gardner agrees to recognize a reasonable number of stewards and alternate stewards for the bargaining unit. The steward may receive complaints from bargaining unit members. Stewards and/or the Worksite Organizer may present the issues/grievances to management and see that terms and conditions of the agreement are observed, provided that such activity does not interfere with the work assignment of the steward(s) or other employees and shall not interfere with or be in the presence of any client or client family.

Gardner will provide paid release time to the union stewards for the purpose of conducting their duties when such duties are performed within the stewards regular work schedule if it does not interfere with regular work duties. The Union shall notify Gardner in writing of the names of all duly authorized stewards and Worksite Organizers within thirty (30) days of execution of this agreement or assignment changes as they are made. Meetings between stewards and management will be scheduled at mutually agreeable times.

**g. Personnel files**

Union representatives shall be allowed access to materials in personnel files that are an alleged contract violation if authorized in writing by the employee. Representatives must

request permission from the administrator or designee prior to accessing information from personnel files and must be reviewed in the presence of the Human Resources Director and/or designee. Copies of documents in the personnel file may be made by Gardner, in a reasonable time, upon written request and release by the worker. The originals will not be released from the Gardner facility.

**h. Representation in Meetings**

Employees have the right to have up to two (2) union steward(s) present at a meeting with supervisors or management representatives when the meeting is investigatory or disciplinary in nature, provided, however, that no meeting may be delayed in order to have a second steward present when one steward is available. Any worker who is called in to a disciplinary meeting will be notified in advance as to the nature of the meeting.

**i. Report of New Hires**

Within thirty (30) working days of a bargaining unit member being hired, Gardner will notify the Union of the name of the bargaining unit member, classification, shift, and the date of hire, the rate of pay, and the member's home address and phone number.

**j. Notice to Union**

Timely and effective notice of report of new hires or any other communication from Gardner to the Union is considered made when sent in writing (including email) to both the Union and designated stewards. Designated stewards will be identified by the Steward Council and supplied to the Human Resources Director.

**3.4 Printing of Agreement**

The Union will bear the cost of printing copies of this Agreement and will furnish Gardner copies for the new hires and ten (10) copies for management. In addition, the Union shall provide a version of the Agreement in electronic format to the Human Resources Director or designee within thirty (30) days of ratification of the Agreement.

**3.5 Release Time for Negotiations**

Gardner and the Union agree that some negotiations will take place during business hours, subject to the following conditions:

- a. Gardner will allow up to six (6) Union Members release time for contract negotiations with no loss of pay benefits.
- b. Negotiations will be scheduled at mutually agreeable times. However, negotiations will not begin before 4:00 p.m. on any work day, unless both parties agree that it is necessary to begin a negotiation session before 4:00 p.m. in order to complete contract negotiations.

## **ARTICLE 4 – LAYOFF**

### **4.1 Order of Layoff**

Gardner agrees to make reasonable efforts to avoid layoffs. When a layoff becomes necessary employees shall be laid off by seniority from the affected job classification in the following order:

1. Temporary employees
2. Probationary employees
3. All other part-time and full-time employees

When one or more workers in the same classification are to be laid off, the least senior worker in the affected classification shall be laid off.

### **4.2 Seniority Defined**

Seniority shall be defined as date of hire within a regular classification. The workers will be given credit for all time in any classifications, in which regular status had formerly been held. Date of hire shall be adjusted for all time on leave without pay which extends beyond one full pay period, but shall not be adjusted for all time on maternity leave, worker's compensation leave and military leave.

### **4.3 Notice of Layoff**

In the event that Gardner is notified of proposed funding cuts reasonably certain to be implemented, Gardner shall notify the Union of such proposed funding cuts as soon as possible, but no later than two weeks of its notification. The notice shall include the department/program to be affected, when available. Subsequently, Gardner will provide notice of the classification(s) to be affected, and the number of hours or workers to be reduced. Upon the Union's request and no later than ten (10) days after Gardner's notification, the Union and Gardner will enter Impact Bargaining, to discuss the effects of such proposed cuts on the bargaining unit and may propose alternatives to layoffs. Gardner retains the final say on layoffs or alternatives identified.

Workers who are to be laid off shall be given at least ten (10) working days notice prior to the effective date of the layoff with concurrent notice to the Union and Stewards. Gardner will comply with the WARN Act when applicable.

### **4.4 Transfer Due to Layoff**

Classifications within affected areas will be informed of the projected size of the layoff that will impact them.

A worker who is laid off may claim a vacancy (if available) or bump the least senior worker from a position in a classification formerly held by the laid off worker. If no such position exists, the worker may claim a vacancy in another classification, if available, or bump the least senior worker, for which the worker meets the minimum qualifications of the position, as

determined by Gardner. When more than one worker has been identified for layoff the most senior laid-off worker shall have preference in claiming vacancies in other classifications. If no such position exists, the worker will be laid off and subject to recall.

Any worker who is placed in a new position pursuant to this Article shall assume the pay rate of the new position.

#### **4.5 Re-employment List**

Names of laid off workers and workers who are demoted in lieu of layoff shall be placed on a re-employment list in seniority order for the classification from which they were laid off or demoted.

If a position in a classification for which there is a re-employment list is approved to be filled, the most senior worker on the list will be offered the position.

#### **4.6 Removal from Re-employment List**

A worker's name will be removed from the re-employment list if any one of the following occurs:

- a. She/he becomes employed at Gardner at the same or higher salary.
- b. She/he refuses employment at Gardner in the classification from which she/he was laid off.
- c. She/he fails to respond to a notice of re-employment within ten (10) calendar days of the postmark date of the notice.
- d. The worker's name has been on the re-employment list for twelve (12) consecutive months.

#### **4.7 Job Announcements**

For twelve (12) months following the effective date of a worker's layoff, Gardner will send such workers job announcements for other posted positions covered by this agreement.

#### **4.8 Worker's Responsibility for Address**

Laid off workers are responsible for keeping Gardner informed of their current address.

#### **4.9 COBRA Coverage**

Effective August 1, 2004, Regular and Part-Time workers covered by the bargaining unit shall receive COBRA coverage (equivalent to the coverage in effect at the time of the layoff) and shall be paid by Gardner in the following manner:

- a. Staff who have been employed by Gardner for 2 years or less will receive one (1) month of COBRA coverage;
- b. Staff who have been employed by Gardner for more than 2 years and less than 5 years will receive two (2) months of COBRA coverage;
- c. Staff who have been employed by Gardner for 5 years or more will receive three (3) months of COBRA coverage.

## **ARTICLE 5 – EMPLOYMENT STATUS**

### **5.1 Regular Worker Defined**

A regular worker is one who has successfully completed the probationary period for new workers.

### **5.2 Probation of New Workers**

Except in cases of transfer, the probationary period for each new worker shall be the first six (6) months in the classification to which the worker is hired.

If a worker is involuntarily transferred to a different classification during his/her probationary period, his/her probationary period shall be a total of six (6) months from date of initial hire.

If a worker voluntarily transfers to a different classification during his/her probationary period, he/she must serve a three (3) month probation in the new classification.

Leave without pay shall not be credited toward the probationary period. Probationary workers may not grieve suspensions, demotions, or dismissals with the exception of discrimination or harassment.

Probationary workers have all the rights of this contract unless otherwise specified.

### **5.3 Probation upon Promotion and Transfer**

When a regular worker is promoted or transferred to a new classification he/she shall be considered in probationary status for the first three (3) months in the new classification unless the transfer is due to a layoff. A promoted employee may be returned to his/her previous classification within three (3) months without resort to contract disciplinary or grievance procedures if performance in the new classification is inadequate. Such workers shall receive a ten (10) day working notice that he/she is being returned to the previous classification. All other reasons for removal from the new classification will be handled under contract disciplinary procedures.

Such probationary workers shall have all the rights of regular workers under this agreement.

#### **5.4 Position Vacancies**

A position vacancy shall be posted internally in each facility, including on a union bulletin board, for a period of five (5) working days before it is filled on a regular basis. A list of general duties, responsibilities, qualifications, and requirements shall appear on position postings. Gardner will provide one copy of a job posting to the Stewards within one day of its posting. The Stewards shall be responsible for forwarding a copy of the posting to the Union.

If, during the life of this agreement, Gardner considers converting to a system of electronically posting position vacancies, it will meet and confer with the Union as required by law.

#### **5.5 Filling Vacant Positions**

Gardner will consider the applications of and interview internal and external applicants simultaneously. Where Gardner determines that the qualifications of the applicants are equivalent, internal applicants will be given preference over external applicants.

### **ARTICLE 6 – DISCIPLINE**

#### **6.1 Progressive Discipline**

Counseling and supervision should precede progressive discipline. Specific suggestions and/or requirements for corrective action within a reasonable timeframe should be documented by the supervisor and/or Human Resources in writing and a copy provided to the employee at each step of the progressive discipline procedure. Distinct violations of Gardner policy or procedure will usually require distinct discipline processes.

The following procedure may be used as progressive discipline when appropriate within 45 days of the responsible manager having knowledge of the incident leading to the discipline, provided, however, that the Employer may extend the period of time upon written notice (including email) to the Union that it is conducting an investigation that requires additional time to complete, not to exceed an additional 15 days unless mutually agreed to by the parties:

- a. Verbal Warning
- b. Written Warning
- c. Suspension and/or probation (written)
- d. Termination

Gardner may amend the steps in cases of serious infractions of procedures and/or policy. Copies of written warnings will be placed in the worker's personnel file. Workers may attach a written response to the warning for inclusion in their personnel file. In the event of an employee's refusal to sign the warning, a note of worker's refusal to sign the document will be noted and placed in their personnel file.

Warnings and counselings are not grievable.

## **6.2 Suspension, Demotion, and Dismissal of Regular Workers**

Gardner may take disciplinary action for cause against any regular worker by suspension, demotion, or discharge by notifying the worker in writing. Notice of such disciplinary action must be served on the worker in person or by registered mail prior to the disciplinary action becoming effective, if circumstances allow. The notice shall advise the worker of the kind of discipline, the effective date of the discipline, and the reasons for the action. Workers may grieve such disciplinary action by filing an appeal at Step 2 of the grievance process and are entitled to union representation.

A copy of the notice shall be placed in the worker's personnel file and a copy sent to the Union.

## **6.3 Personnel Files**

No discipline, either warnings or suspensions, shall be used in a subsequent discipline or to deny a promotion if the discipline is over eighteen (18) months old as long as there has been no subsequent action for similar conduct. Any discipline, either a warning or suspension, that is over eighteen (18) months old where there has been no subsequent action for similar conduct will be removed from the worker's personnel file and only used for legal purposes.

## **6.4 Right to Representation**

A worker shall have the right to representation by a union representative of his/her choosing to be present while receiving any oral or written warnings, or notices of probation, suspension or dismissal. If a union representative is contacted, but is not available to be present for such warnings or notices, the communication of such disciplinary notices or warnings shall not be unreasonably delayed. Aside from warnings and disciplinary notices, a worker shall not be entitled to representation while conducting his/her normal work activities or while meeting with his/her supervisor to discuss and evaluate such work activities.

# **ARTICLE 7 – SALARIES**

## **7.1 Pay Practices**

- a. In the first year of the contract, steps are frozen. All employees will remain at their current step. Step increases due to education or licensing will be in effect throughout the first year of the contract. Effective November 1, 2013, Gardner will provide a 1.5% increase to the wage scale across the board and will realign Appendix A.
- b. During the second year of the contract, steps are resumed. Employees will remain at their current step until their anniversary date. All members will move up one step on their anniversary date unless the member is already at the highest step. Step increases due to education or licensing will be in effect throughout the second year of the contract.

On November 1, 2014, Gardner will provide all employees at or above Step 6 with a 3% increase to their individual pay rate.

- c. During the third year of the contract, steps are resumed. Employees will remain at their current step until their anniversary date. All members will move up one step on their anniversary date unless the member is already at the highest step. Step increases due to education or licensing will be in effect throughout the third year of the contract. On November 1, 2015, Gardner will provide all employees at or above Step 6 with a 3% increase to their individual pay rate.

## **7.2 Hourly Wage**

Workers shall be paid on an hourly basis except for Counselors, Mental Health Specialists, Nutrition Program Assistants, Mental Health Therapists, and Mental Health Rehabilitation Specialists. Paychecks shall be issued every other Friday.

## **7.3 Overtime**

When overtime work is required, workers, except for Counselors, Mental Health Specialists, Nutrition Program Assistants, Mental Health Therapists, and Mental Health Rehabilitation Specialists shall be paid at the rate of one and one-half (1½) times the regular hourly rate for all hours worked beyond eight (8) hours and up to ten (10) hours, depending on the number of hours in the worker's regularly scheduled worked day or beyond forty (40) hours worked in a work week. For purpose of this section, hours worked shall include any paid leave time.

For Counselors, Mental Health Specialists, Nutrition Program Assistants, Mental Health Therapists and Mental Health Rehabilitation Specialists, compensation for overtime work shall be flex time off computed on a standing hour-per-hour equivalent.

All overtime must be authorized by the supervisor or other person with authority to assign overtime. Overtime will first be offered to the person who normally does the work. If that person refuses, then the work will be offered to qualified workers in seniority order by rotation.

## **7.4 Tenure Recognition**

For recognition of service, Gardner shall pay 3% of the worker's annual salary as a lump sum payment effective the pay period following the anniversary date of hire of eight (8) years of continuous full-time service. Worker must be in paid status at the time of payment as a regular employee. This is a one-time payment, not a yearly benefit. For those employees formerly employed by Alviso, their tenure accrual will be effective at their original date of hire.

## **7.5 On Call**

In applicable programs, staff shall rotate on a weekly basis (7-day week) the responsibility for after-hour calls. Compensation for this activity shall be as follows:



- a. Twenty dollars (\$20) per day (6:00 p.m. – 8:00 a.m.) for telephone coverage

#### **7.6 Flex Time**

- a. Flextime for hours taken to intervene with a client in crisis (either by phone or in person) during non-business hours. The flex time to be taken with supervisor's approval and within the subsequent two (2) weeks.
- b. Flextime shall be computed on a standing hour-per-hour equivalent.

#### **7.7 Hours of Work/Workweek**

In the event Gardner proposes to be open evenings and/or weekends, Gardner will notify the Union and meet upon request to discuss options. This section shall not be construed to mean that the Union's consent to any proposed changes in schedule is required.

#### **7.8 Time Clock**

Except for Mental Health Therapists and Mental Health Rehabilitation Specialists, workers are required to record their starting time, beginning and ending of meal period, and ending time on Gardner's designated time clocks or forms selected by Gardner. In the event that a worker is unable to record his or her time, the worker shall notify his or her supervisor of that fact as soon as possible. Workers' time will be recorded in tenths (0.1) of an hour.

#### **7.9 Foreign Education Credentials**

For the purposes of determining the proper Classification and Salary Step for workers' with foreign education, Gardner agrees to accept educational credentials certified by a bona fide educational credentialing agency and that is recognized by either Santa Clara County or the appropriate funding/contracting source. The parties agree that it is the worker's responsibility to obtain the proper certification prior to commencing employment with Gardner and to bear all related costs.

At any time during a worker's employment with Gardner, the worker may present an educational credential certified by a bona fide educational credentialing agency to the Gardner Personnel Department. Once the credential is accepted by either Santa Clara County or the appropriate funding/contracting source, Gardner will make the necessary classification and Salary Step changes retroactive to the date that Gardner's Personnel Department received the educational credential certified by a bona fide educational credentialing agency.

#### **7.10 Lead Differential**

Gardner agrees to provide a worker is who assigned lead responsibilities on an ongoing basis a lead differential of \$3,000.00 per year, above their regular rate of pay. Workers who are assigned to lead responsibilities on a temporary basis shall receive the \$3,000.00 lead differential

on a prorated basis equivalent to the period of time he/she is assigned the lead responsibilities. The lead differential shall be a stipend and shall not be part of a worker's base rate of pay.

### **7.11 Temporary Employees**

Temporary employees are not covered by this agreement. A temporary employee is defined as an employee who is hired for a specific length of time, not to exceed six (6) months in a temporary full time or temporary part-time assignment for the purpose of:

1. replacing an employee on a leave of absence, in which case Gardner may specify an extended temporary assignment in excess of six (6) months for up to the duration of the anticipated leave; or
2. providing a replacement for employees during a concentrated period of vacation or sick leave, again in which case Gardner may specify an extended temporary assignment in excess of six (6) months as necessary to cover the duration of the absence; or
3. staffing a special limited term project not to exceed six (6) months in duration.

Gardner agrees not to use temporary employees to perform work that could be performed by regular full-time or regular part-time employees other than for the reasons above.

In the event that a temporary employee works 32-40 hours each week during a six (6) month period, in the case of a normal temporary assignment, or longer than the specified during in the case of an extended temporary assignment; he/she shall be converted to a regular employee and have his/her seniority date adjusted to the original date of hire as a temporary employee.

## **ARTICLE 8 – MEAL/REST PERIODS**

### **8.1 Meal Periods**

Gardner will provide meal periods according to state and federal law. Workers shall be granted a meal period of not less than thirty (30) minutes and not more than sixty (60) minutes for shifts of five (5) or more hours. Employees should take their first meal period before the end of the fifth hour of work. If an employee works more than ten (10) hours in a shift, the employee is entitled to a second thirty (30) minute meal period. Employees should take their second meal period before the end of the tenth hour of work. Meal periods cannot be taken at the beginning or end of shifts. Employees will be relieved of all of their duties during meal periods and are allowed to leave the premises.

### **8.2 Rest Periods**

Workers shall be granted a rest period of fifteen (15) minutes during each four (4) hours of work, or major fraction thereof, to be taken as close to the midpoint of those four hours as practicable,

given scheduling considerations. Rest periods shall be considered as time worked for pay purposes. Break time cannot be combined with lunch or accumulated in order to leave early.

### **8.3 Scheduling**

A shorter meal period may be provided in order to shorten the workday at the request of either the employee or the employer and subject to the approval of the employer, provided, however, that the meal period is not less than thirty (30) minutes.

## **ARTICLE 9 – ELIGIBILITY FOR BENEFITS AND LEAVES**

All benefits and leaves provided by this Agreement (health/life/dental, holidays, vacation, sick, mental health leave, jury duty/court leave, educational leave, bereavement leave) accrue or are earned on paid time only and may be received only by workers on paid status, unless otherwise specified in the Agreement.

Full-time workers who are normally regularly scheduled to work forty (40) hours in a work week are eligible for the full benefits and leaves of this agreement. Gardner shall pay fifty (50%) of the full-time benefit package for health, life and dental premiums for all part-time workers regularly working fifty percent (50%) to seventy five percent (75%) of full-time (40 hours a week). The part-time employee is responsible for paying the balance of the monthly premium. Gardner will pay the regular premiums specified under this agreement for all part-time workers working above seventy five (75%) of full-time.

Part time workers who are normally regularly scheduled to work at least twenty (20) hours in a work week are eligible for fringe benefits (health, life dental) and leaves (vacation, sick, bereavement, holidays, educational, mental health leave, jury duty/court leave) pro-rated according to the workers regularly scheduled work hours on a weekly basis. (Refer to Article 13.1)

Extra hours worked to complete tasks or to substitute on a temporary basis are not included in the term “regularly scheduled” for purposes of pro-rating benefits or leaves.

Gardner shall notify employees in writing upon their becoming eligible to receive the benefits identified within this agreement.

## **ARTICLE 10 – HOLIDAYS**

### **10.1 Holidays Observed**

The following shall be observed as legal holidays:

- a. January 1 (New Year's Day)
- b. Third Monday in January (Martin Luther King, Jr. Birthday)

- c. Cesar Chavez Birthday (March 31 or the day the State would declare as a holiday)
- d. Last Monday in May (Memorial Day)
- e. July 4 (Independence Day)
- f. First Monday in September (Labor Day)
- g. Fourth Thursday in November (Thanksgiving)
- h. Fourth Friday in November (Day after Thanksgiving)
- i. December 24 (Christmas Eve)
- j. December 25 (Christmas Day)
- k. December 31 (½ day)

Impact will be discussed in conjunction with Article 13.1: Medical Benefit Plan. Holidays that fall on Saturday will be observed on the preceding Friday. Holidays that fall on Sunday will be observed on the following Monday.

## **10.2 Holiday Pay**

If Gardner requires an employee to work during a holiday, he/she shall have the option of taking the holiday on another day which is mutually agreeable.

## **10.3 Eligibility for Holiday Pay**

To be eligible to receive pay for a holiday, a worker must have worked the last full workday prior to the holiday and the first scheduled full workday following the holiday. If a worker is on approved paid vacation or approved paid sick leave on the workday prior and/or the workday following the holiday, such worker shall receive holiday pay.

## **10.4 Holiday during Regularly Scheduled Day Off**

If a holiday occurs on an eligible worker's regularly scheduled day off, he/she will have eight (8) hours or the appropriate pro-rated amount added to his/her vacation balance.

## **10.5 Payment for Work on a Holiday**

If a non-exempt worker is assigned and works on a holiday (except floating holidays as designated in 10.1), the worker shall be paid at the regular rate for hours worked plus regular holiday pay.

**ARTICLE 11 – VACATIONS**

**11.1 Vacation Earnings**

Workers accrue vacation based upon the length of their employment and number of hours worked per week. Full-time workers accrue vacation as follows:

<b>Length of Employment</b>	<b>Vacation Accrual</b>
0-12 months*	2 weeks
13-24 months	2 weeks per year
25-48 months	3 weeks per year
49 months and more	4 weeks per year

For purposes of vacation calculation, one week is defined as forty (40) hours for full-time workers. Part-time eligible workers are entitled to earn a prorated amount of vacation based upon their hours worked per week. For instance, a worker who works 30 hours per week shall accrue seventy-five percent of the full-time vacation benefits per year.

\*Vacation is accrued during a new worker’s initial probationary period. Workers, however, cannot take vacation until the completion of the initial probation period. Following the completion of a worker's probationary period, he/she accrues vacation as set forth above.

Maximum accrual of vacation is 1.75 times the amount of vacation a worker may earn per year. Full-time workers may accrue a maximum amount of vacation based upon the following schedule.

<b>Length of Employment</b>	<b>Maximum Vacation Accrual</b>
0-12 months*	2 weeks due to only 1 year accrual period
13-24 months	3.5 weeks per year
25-48 months	5.25 weeks per year
49 months and more	7 weeks per year

Part-time eligible employees may accrue a prorated maximum amount of vacation based upon their hours worked per week. For instance, an employee who works 30 hours per week shall accrue a maximum of seventy-five percent of the full-time worker vacation maximum accrual.

Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation time is used. Workers will not be given retroactive credit for any period of time in which they did not accrue vacation because they were at the maximum. Gardner will provide workers with written notification one month prior to the date they are projected to reach their vacation accrual limit.

At year end, unused vacation at or below the maximum accrual amount will carry over to the subsequent year. Workers whose position is funded by a contract that contains provisions governing vacation carry-over will be covered by that funding contract provisions if more restrictive.

## **11.2 Vacation Scheduling**

Vacation leave requests must be submitted as much in advance as possible. Vacation requests will be considered on a first come, first served basis. Members' requests will normally be responded to within ten (10) working days of submission. Operational needs and then seniority shall be the governing factor when there is a conflict regarding vacation requests. Changes to the vacation schedule will not be unreasonably denied. Upon request, a worker shall receive his/her vacation pay on the payday prior to the start of his/her vacation, if requested two weeks prior to that payday.

Vacation must be taken in segments of at least one (1) hour.

Vacation cannot be taken beyond the amount that has been earned at the time the vacation is taken.

Employees may cash out one week's pay in lieu of one week's vacation time off per contract year, should Gardner's budget permit and as long as a two (2) week notice of employees request to cash out is received by the Accounting Manager. Gardner's determination of approval or denial shall be final and not subject to the grievance procedure.

## **11.3 Vacation Pay on Termination of Employment**

Upon termination of employment workers shall be paid for their accrued and unused vacation time. Payment shall be at the worker's regular rate as of the date of termination.

## **11.4 Replacement for Vacation or Time Off**

Gardner shall make every effort to accommodate the worker's request for time off.

The sole responsibility for replacement of such worker while he/she is taking time off shall be the Employer's.

# **ARTICLE 12 – LEAVES**

## **12.1 Sick Leave**

### **a. Use of Sick Leave**

Sick leave may be used to cover absences due to illness, injury or medical or dental appointments of the worker, the worker's spouse, the worker's dependent children, the worker's registered domestic partner, or the worker's aged parents.

Except in cases of emergencies, medical and dental appointments should be scheduled in advance so as to create the least possible conflict with staffing requirements. The worker

will give Gardner at least five (5) days advance notice of such appointments, except in an emergency or urgent care.

**b. Sick Leave Accrual**

After completion of the first sixty (60) days of employment, workers earn sick leave at the rate of eighty (80) hours per year for full time workers and pro-rated for part-time workers.

Unused sick leave may be accumulated up to a maximum amount of 20 working days or the appropriate pro-rated amount for part-time employees.

**c. Pay for Sick Leave**

Authorized sick leave shall be paid at the worker's regular pay for those regularly scheduled work days within the normal work week(s) that the worker would have worked had the illness or injury not occurred.

Workers receive no pay for accumulated sick leave upon termination of employment.

**d. Doctor's Notes**

A worker who is absent three (3) consecutive work days or more or the day before or the day after a holiday or before or after a vacation day may be required to present a doctor's certification of illness.

Such sick leave certification may be required for absences of less than three (3) consecutive working days when there is a reasonable cause of misuse.

All doctor's certifications of illness shall include the dates of the worker's illness, the date the worker is able to return to work, and a specific statement by the treating physician of restrictions, if any, on the worker's ability to perform his/her regular duties, and how long such restrictions should last.

**e. Return**

Workers shall be required to report absences as set forth in Article 12.9. Workers who have been absent due to illness for three (3) or more consecutive work days must notify Gardner at least twenty-four (24) hours prior to his/her return to work.

If the worker fails to give such notice and coverage of his/her position has been arranged, the worker will not be allowed to work and will not be paid.

**f. Exhaustion of Sick Leave**

If a worker uses up all of his/her accumulated sick leave, she/he must use all of his/her accumulated vacation prior to requesting leave without pay for the period of illness, except that the worker may elect to retain forty (40) hours (pro-rated for part-time) of vacation if he/she notifies management in advance.

**g. Sickness during Paid Vacation**

If a worker on paid vacation becomes ill or injured and received medical treatment, she/he may convert the period of illness or injury from paid vacation time to paid sick leave. Medical certification of the illness or injury is required for this conversion.

**h. Mental Health Leave**

In order to prevent emotional and/or physical exhaustion to the point where a worker cannot perform his/her duties at Gardner, a worker may take up to four (4) days annually of his/her accumulated sick leave allowance as mental health leave under the following conditions:

1. The worker has completed probation, and
2. The worker has requested the leave in writing and received prior approval from their supervisor.
3. This leave may not be used to extend vacations or other leaves and holidays.

**12.2 Health/Disability Leave**

**a. Conditions of the Leave**

When a worker is unable to work because of illness or injury (including causes related to pregnancy), she/he shall be granted a leave of absence for the period she/he is unable to work not to exceed six (6) months including paid and unpaid time. Commencing leave an employee may keep up to twenty-four (24) hours of accrued sick leave and up to forty (40) hours of accrued vacation before implementing leave without pay.

If the worker received payments from State Disability Insurance or Worker's Compensation, she/he shall be paid a portion of his/her sick leave and/or vacation time so that when it is added to the State Disability or Worker's Compensation payment, the total amount shall not exceed the worker's regular salary.

The leave request must be submitted as much in advance as possible with a written certification from the worker's treating physician stating that the worker is disabled from work.



**b. Effect on Benefits**

Only vacation and sick leave benefits will accrue during paid time.

Insurance benefits as set out in Article 13 will be continued for the first three (3) months of the leave. If the worker elects to continue his/her insurance benefits for the balance of his/her leave, she/he must pay the full premium(s) Gardner does not contribute for that period, remitting payments monthly by the fifth (5) working day of each month.

**c. Return from Leave**

Prior to returning from leave, the worker must provide a written certification from his/her treating physician that the worker is able to return to work and a statement of any work restrictions or limitations.

Failure to return from leave on the established date will be considered a resignation.

**12.3 Paternal Leave**

Gardner Family Care Corporation provides for family and medical leaves of absence from work in an effort to balance the demands of the workplace with the needs of the family. Employees are expected to comply with all requirements outlined in the Family Medical Leave Policy. (Appendix E).

**12.4 Personal Leave Without Pay**

**a. Conditions of the Leave**

Personal leaves of absence without pay may be granted at the discretion of the CEO or designee provided that all the following conditions have been met:

1. The requesting worker has completed six (6) months of employment with Gardner.
2. All of the worker's paid accrued time off must be used prior to the beginning of the leave.
3. Approval has been requested 30 days in advance. The leave request shall state the purpose for the leave, the facts supporting the purpose, and the duration of the leave.

No combination of leaves (paid and unpaid) shall be longer than six (6) months and no leave will be granted to accept other employment, provided, however, that employees may request up to twelve (12) months of educational leave for the purpose of obtaining a more advanced degree from an accredited institution that is relevant to the employee's

professional development at Gardner. Such leave must be approved by both the employee's supervisor and the CEO or designee, and such decision shall be final.

**b. Effect on Benefits**

While on leave without pay, the worker is not on payroll and does not earn benefits. A worker may continue his/her group health insurance by paying in advance the total amount of the premium, and this may be remitted by the fifth working day of each month.

**c. Return from Leave**

Workers must give two (2) weeks notice prior to their return from leave.

A worker may be allowed to return early from a leave at the discretion of the Executive Director.

Workers who do not return to work from leave on or before the expiration of the leave will be automatically terminated.

**12.5 Leave for Jury Duty and Court Appearance**

An employee who is required to serve on a jury of any court shall notify his/her manager as soon as possible after receiving notice thereof.

Such employees shall be granted a leave of absence without loss of seniority to perform jury duty. The employee shall receive from Gardner the difference between his/her regular salary and the jury duty fee.

If the employee is excused from jury duty or is released from jury duty at any time when it would be possible for the worker to perform at least two (2) hours of work during the employee's regular work hours, she/he shall return to work. The combination of jury duty and work shall not exceed eight (8) hours per day.

Gardner will grant the employee regular pay for jury duty (less juror fees) for a maximum period of five (5) work days.

Gardner will not pay for jury duty pay beyond the five (5) days, and the employee should request to be excused from any jury that would last beyond the five (5) days. Exceptions to this limit will be considered on a case-by-case basis.

In order to receive compensation for court time under this Article, the worker must provide the appropriate documentation to the Gardner fiscal officer.

A worker who is required to attend a mandated court appearance that is related to the worker's employment at Gardner shall be granted time off for such service and shall be paid his/her regular salary for time lost at work less any fee(s) that result from the court appearance.

## **12.6 Educational Leave**

Eligible workers shall be granted up to forty (40) hours annually at their regular pay to attend programs of education and training (this includes education and training for licensure and certification) that relate to the worker's job with Gardner and that benefit Gardner's operations.

Regular full time and eligible part time workers may receive this benefit after they have completed probation.

Eligible workers in the support staff unit may receive up to three hundred dollars (\$300) per year for tuition fees and travel expenses (to include lodging) directly related to the program of education and training that the worker will attend on the leave. Eligible workers in the professional unit may receive up to six hundred dollars (\$600) per year for tuition fees and travel expenses (to include lodging) directly related to the program of education and training that the worker will attend on the leave.

The Professional Unit shall be considered: Mental Health Rehabilitation Specialist, Mental Health Therapist, Counselors, Nutritionist, and Certified Childcare Coordinators.

Prior approval for the leave and tuition and travel expenditure must be obtained from Gardner management.

Proof of attendance at the educational event must be provided following attendance.

Educational leave and tuition/travel reimbursement may not be carried over into the following fiscal year.

Work assignments and outside activities for the purpose of collecting information which is necessary for Gardner's operations or County contracts, when assigned by Management, will not be charged to Education Leave.

## **12.7 Bereavement Leave**

Bereavement leave is provided to workers/employees so that they can discharge the customary obligations arising from the death of a member of the worker's immediate family. "Immediate family" shall mean the worker's parents, spouse or significant other, children, brothers/brothers-in-law, sisters/sisters-in-law, grandparents, domestic partner, mother/mother-in-law, father/father-in-law, aunts, uncles, grandchildren, first cousins, nieces or nephews, or any person living in the worker's household.

Full time workers may take up to forty (40) hours paid at his/her regular rate and eligible part time workers shall have the leave pro-rated.

## **12.8 Military Leave**

Gardner agrees to follow applicable state and federal laws relating to military leave.

## **12.9 Family and Medical Leave Policy**

Gardner will grant employees leaves of absence in accordance with the FMLA, CFRA, and any other applicable law. Employees with questions regarding this Section should contact Human Resources.

## **12.10 Reporting Absences**

Workers are required to notify their supervisor or the Personnel Department 30 minutes in advance of the scheduled shift each day for absences or tardiness over 30 minutes, unless extenuating circumstances prevent the worker from calling in. When there is an extenuating circumstance, the worker shall provide notice as soon as possible or make arrangements for someone to provide notice of the absence. Unless an extenuating circumstance exists, the worker must provide them notice him/herself. Workers when reporting their absence shall give the general reason for the absence or tardiness over 30 minutes. Workers are responsible to call in for each day absent or tardiness over 30 minutes, unless the worker provides notice to their supervisor or the Personnel Department of the duration of the extended leave (as prescribed by a physician). Failure to call in on any day absent will be considered a no-call, no show. A worker who is a no call no show shall be subject to the following corrective action:

- a. 1st no-call, no-show – Written Warning;
- b. 2 days in a row or 2nd no-call, no-show in a 12 month period – Final Warning;
- c. 3 days in a row or 3rd no-call, no-show in a 12 month period – voluntary resignation.

## **12.11 Revocation of Leaves**

Leaves may be revoked by the Executive Director if it is found that the reason for the leave was misrepresented, the reason for the leave no longer exists, or if the revocation is warranted by the operational needs of Gardner.

## **12.12 Union Leave**

Gardner and Local 521 agree that union leave shall be available to no more than one (1) employee at any time for a maximum of six months. During that time the union assumes all the base costs including benefits of employment for said employee. Six month leave grants shall require two week notice to the employer.

Union leave shall also be available to all employees in one day and/or a half day increments. One day and half day leaves shall require one week notice to the employer. Union Leaves shall be granted provided that they do not significantly affect patient care as determined by the Department Director. The actual number of employees to be granted union leave is subject to management's approval.

## ARTICLE 13 – BENEFIT PROGRAMS

### 13.1 Medical Insurance Plan

Effective October 31, 2013, Gardner agrees to the following employee contributions for the medical insurance plan:

	Percentage
Employee Only	10%
Employee + Spouse	16%
Employee + Child	16%
Employee + Family	17%

Gardner contributes an amount equal to the total cost of the Carnival Plan offered less 10% per Singles, 16% Employee + Spouse, 16% Employee + Child, and 17% Employee + Family. The Worker will pay the difference of the total plan cost less Gardner's contribution.

Gardner proposes not to raise health insurance premiums through December 2014 and, during that time, to meet and confer with the Union regarding changes in the health insurance benefits beginning in 2015. The Union will not have the right to strike through December 2014. The Union's right to strike is limited solely to issues pertaining to the health insurance plan. Gardner maintains the unilateral right to implement changes to health insurance premiums after December 2014 after informing the Union and, if the Union requests, meeting and conferring prior to implementation of the changes.

### 13.2 Dental Plan

Gardner agrees to provide a dental plan (Lincoln National or a substantial equivalent) for workers and dependents. Gardner will pay for one hundred percent (100%) of the premium, and the maximum cap per year shall be two thousand dollars (\$2,000) for dental. Gardner agrees to meet and confer with Local 521 prior to changing dental plans.

### 13.3 Vision Plan

Gardner will extend to workers (and their dependents) a fifty percent (50%) discount off of GFHN regular charges for optometry services performed at GFHN facilities. Eligible services include supplies, lenses, and frames.

Eye examinations are covered by the health insurance plans being offered by GFCC.

### 13.4 Life Insurance

For the term of this contract, Gardner agrees to pay for 1.5 times of their annual salary (with a cap of \$150,000) for all regular workers.

### **13.5 Retirement Savings Plan**

Gardner and the Union agree to establish a retirement savings plan for all workers in the bargaining unit. Gardner's monthly contribution will be governed by the following formula:

Gardner's monthly contribution shall be 2.16% of a worker's monthly wage effective October 31, 2007. Gardner will forward by the twentieth (20) of each month all employee deductions applicable to the earnings of the prior month. Employees will be allowed to deduct up to allowable IRS maximum, per pay period, to the 401K plan.

Gardner agrees that effective after a worker's third year of consecutive service, that it will match a worker's contribution to his/her 401k plan up to an amount equal to .75% of a worker's gross monthly wage. Gardner also agrees that effective after a worker's sixth year of consecutive service, that it will match a worker's contribution to his/her 401k plan up to an amount equal to 1.5% of a worker's gross monthly wage.

Within 120 days from the start of this Agreement, Gardner agrees to meet with up to three representatives from the Union and its retirement plan representative to review the present 401k plan and options and consider possible changes thereto. Gardner and the Union agree that Gardner maintains full, unilateral decision-making rights regarding the plan.

### **13.6 Licensure or Registration**

Gardner agrees to reimburse any, registration, or certification applicable to his or her job at Gardner up to a limit of three hundred dollars (\$300.00). This section shall also apply to workers in the Mental Health Unit.

### **13.7 Benefits Coverage**

Gardner agrees that prior to making changes to health benefit plans, it agrees to inform the Union and, if the Union requests, to meet and confer prior to implementation of the changes. Gardner agrees that its intent is to maintain comparable medical, dental, and vision coverage. Gardner further agrees that should a change to the health benefits plans be proposed it will work with the Union to identify potential comparable plans.

Gardner agrees to provide the Union with reasonable notice of any substantive change being implemented by the insurance provider or that is required by law or other regulation.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

Gardner and the Union recognize early settlement of grievances is essential to sound worker-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances.

## **14.1 General Provisions**

### **a. Definition**

A “grievance” is an alleged violation, misinterpretation, or misapplication of any specific provision(s) of this Agreement or appeal of disciplinary action of a demotion, suspension or discharge of a regular worker, or violation of Gardner Personnel Policies and Procedures.

### **b. Time Limits**

The time limits contained herein may be extended by mutual written agreement of the parties. In the event Gardner fails to respond as required, the grievance shall be automatically advanced to the next step. This will not apply in case of advancement to arbitration. In the event the Union fails to respond as required, the grievance shall be dismissed.

## **14.2 Process**

**Step I:** Within fourteen (14) working days after the occurrence which was the basis for the grievance or within fourteen (14) working days of the time when the grievant discovered the grievance, the grievant shall first discuss the matter with his/her supervisor. The grievant(s) shall state that his/her concern is a grievance, and the objective of this discussion shall be to resolve the matter informally.

**Step II:** If the matter is not resolved informally, the grievant, within fourteen (14) working days of the Step I meeting, shall submit a written statement of the grievance to the Executive Director or his/her designee. The statement shall include a clear, concise statement of the grievance, the circumstances involved, the specific remedy sought, the date of the alleged act or omission and the section of the contract alleged to be violated. The Director or his/her designee shall render a decision in writing within fourteen (14) working days of receipt of the written grievance. A copy of the written decision will be sent to the Union.

Grievances of disciplinary actions may begin at this Step and shall be filed within (14) fourteen working days of receipt of the notice of disciplinary action.

**Step III:** If the grievance is not resolved in Step II, the grievant shall have seven (7) work days after receipt of the Executive Director's Step II response in which to notify the Employer in writing that it intends to take the grievance to arbitration.

The following procedure shall apply if a grievance is taken to arbitration:

a. If the parties are unable to agree on an impartial arbitrator, the Union shall, within seven (7) calendar days of giving notice of its intent to take the grievance to arbitration, submit to the Federal Mediation and

Conciliation Service a request for a list of seven (7) arbitrators. A copy of said request shall be served concurrently on the Employer.

- b. The parties, or their respective representatives, shall meet or communicate as soon as possible but not later than seven (7) calendar days after receipt of said list for the purpose of attempting to select one (1) of the individuals named on such list. The parties shall determine by a coin toss which should strike the first name, and thereafter, the parties shall strike names alternately until one name remains. The individual whose name remains shall be the arbitrator.
- c. A hearing on the grievance shall be held at a time and place agreed upon by the parties, at which both parties shall be allowed to present their respective positions, evidence and arguments. If the parties cannot agree on a submission of issues, the arbitrator shall determine the issues.
- d. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommended award. The arbitrator's decision shall be final and binding on all the parties and on any affected bargaining unit worker/employee.
- e. Gardner and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provisions or provision of this Agreement at issue between the parties. The arbitrator shall have no authority to: (1) add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement; and (2) to render an award on any grievance occurring before the effective date, or after the termination date of this Agreement. The arbitrator also shall be without power or authority to make any decision that requires Gardner to do an act prohibited by law.
- f. Either party may elect to have representation by legal counsel for the arbitration hearing.
- g. All expenses for the arbitration shall be paid equally by Gardner and the Union, except that each party shall be responsible for the expenses of its own attorney, witnesses, and transcripts.

Grievants and witnesses who are employees and are on duty at the time of a scheduled appearance before the arbitrator shall be given paid release time to testify or appear at the arbitration.



## **ARTICLE 15 – STRIKES AND LOCKOUTS**

During the term of this Agreement, Gardner agrees that it will not lock out workers and the Union agrees that it will not engage in any strike or other concerted work action. In the event that workers engage in a concerted work action, the Union will make a timely good faith effort to end such activity.

## **ARTICLE 16 – HEALTH AND SAFETY**

### **16.1 Whistles**

The Employer shall make whistles available to staff upon request to the Human Resources Department. During annual safety trainings, the Employer will ensure that each staff member is in possession of a whistle and will provide whistles to those employees who do not have a whistle at that time. Employees who need a replacement whistle during the course of the year will be charged a replacement fee.

### **16.2 Training**

The Employer will provide regular, ongoing training to workers with the goal of improving employee's safety at least once a year.

Union and Management will meet within 90 days of the signing of this contract to discuss how to improve safety for employees who may work alone. Any agreements reached will be included as a side letter to this agreement.

### **16.3 Safety Standards**

The Employer shall provide reasonable and safe working conditions consistent with accepted standards provided by Federal and State law of the nature and the process of the work performed. The Union may appoint five (5) bargaining unit members to serve on the GFCC's Safety Committee. If any legal standard provided by Federal, State and local laws/regulations are not implemented in a reasonable amount of time, the Union shall have the right to file a grievance as stated in Article 14 of this contract.

The Gardner Safety Committee shall address the installation and location of panic buttons in any new rooms or facilities. Gardner will perform regular inspection of panic buttons twice a year in order to ensure functionality. When Gardner is made aware of a non-functioning panic button, Gardner shall repair that panic button within ten (10) working days, or as soon as practicable.

## **ARTICLE 17 – SAVINGS CLAUSE**

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be

restrained by any tribunal, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of an invalidation of any Article or Section thereof by the highest appellate court, the parties agree to meet and confer, upon the request of either party, for the sole purpose of bargaining concerning the subject that was invalidated.

## **ARTICLE 18 – USE OF PERSONAL VEHICLE**

### **18.1 Mileage Reimbursement**

Gardner shall provide the Internal Revenue Service (IRS) maximum allowable rate per mile reimbursement to workers required to use their own vehicle while performing their duties. Employees requesting mileage reimbursement shall submit reimbursement claims at a minimum of every three (3) months, and no later than at the end of the month following the end of each calendar quarter. Employees shall also have the option of submitting mileage reimbursement claims every two (2) weeks in two (2) week increments.

Gardner will normally reimburse employees mileage reimbursement claims within 30 days following the end of the month in which the reimbursement claim is submitted, provided, however, that in the event Gardner's cash flow does not allow for reimbursement, as determined solely by Gardner, Gardner will notify the Union of such situation and the thirty (30) day timeframe for reimbursements will not be enforced.

### **18.2 Automobile Insurance**

Gardner carries excess auto liability insurance coverage. This insurance covers Gardner in the event an employee is involved in an accident while driving a personal vehicle on Gardner business. The employee's personal auto insurance is primary and the Corporation's Non-Owned Auto coverage is secondary after the Employee's policy limits are exhausted.

The Driver must have his/her own auto liability policy with state minimum limits of \$15,000 per person/\$30,000 per accident and \$5,000 per property damage (these coverages are needed for a driver's license in the State of California). The Non-Owned Auto Liability provides aggregate coverage of \$1,000,000 per policy period. This policy provides liability coverage only, does not provide coverage for damage to an employee's vehicle.

### **18.3 Business Expenses**

Gardner will reimburse employees for authorized expenses incurred in the performance of the employees' job duties as required by law, upon submission of receipts or other appropriate documentation in accordance with Gardner procedures.

## **ARTICLE 19 - LABOR MANAGEMENT COMMITTEE**

Gardner and the Union recognize a mutual interest in maintaining harmonious labor relations and a safe work environment. In order to address issues of concern regarding working conditions, Gardner and the Union agree to create a quarterly, or more frequently if necessary, meeting of Union and Management representatives. The committee will meet on a mutually agreed upon date and time, unless the parties agree to cancel the meeting. The parties agree that these meetings will be used to maintain open and respectful communication, to identify areas of inadequacies, and to make recommendations regarding potential resolutions. Specific agenda items shall be provided by Union and Management representatives to each other seven (7) calendar days prior to the scheduled meeting. If no agendas are provided, then the meeting shall be canceled. The committee's activities are advisory.

As needed, the Labor-Management committee may discuss advocacy, program strategies that would potentially benefit the clients and employees of the organization. The committee's activities are advisory.

## **ARTICLE 20 – CLIENT CARE COMMITTEE**

Gardner management and staff recognize a mutual interest in providing quality client services. In order to address issues of client care, Gardner and staff agree to create a quarterly, or more frequently if necessary, meeting of staff and Management representatives. The committee will meet on a mutually agreed upon date and time, unless the parties agree to cancel the meeting. The committee will be comprised of four staff representatives, elected by Union members on an annual basis, and an equal number of Gardner managers, including the mental health director and medical director or their designees. The parties agree that these meetings will be used to discuss issues relating to client care and to make recommendations for resolving issues related to the provision of such services. Specific agenda items shall be provided by Staff and Management representatives to each other seven (7) calendar days prior to the scheduled meeting. If no agendas are provided, then the meeting shall be canceled. The committee's activities are advisory.

## **ARTICLE 21 – WORKLOAD**

The parties agree that it is in the clients' best interest to assure and maintain quality of service. To that end, Gardner will attempt to fill vacant positions lasting for more than thirty (30) calendar days.

In order to provide improved client care, Gardner agrees to maintain billable services productivity (when units of service are applicable) to a required minimum of six (6) billable hours per working day. For the programs that do not require billable hours, productivity is measured by the County contract guidelines and caseload determined by acuity in order to optimize client care.

In an effort to address workload issues and concerns, the client care committee will review solutions to workload problems proposed by specific programs, by direct service providers in collaboration with coordinators while meeting the terms of the contract.

## **ARTICLE 22 – JOB DESCRIPTIONS**

Gardner shall maintain job descriptions setting forth job duties in accordance with duties necessary to perform the job.

At the time a worker commences work or is assigned a new position, he/she will be provided with a job description outlining the duties and assignment of that position as an aide to the understanding the requirements of the new job. Job descriptions shall be made available to the Union upon the request.

Gardner agrees to provide the Union and affected workers with any change in the job description for work within the bargaining unit. Changes to the job descriptions shall not be implemented until after notification to the Union and affected worker. Upon the Union's timely request (within 10 working days of Gardner's written notification), Gardner agrees to meet with the Union and shall take the Union's suggestions into consideration.

## **ARTICLE 23 - FULL AGREEMENT**

This contract represents complete collective bargaining and full and final agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this contract. Any matters or subjects not covered by this contract have been satisfactorily adjusted, compromised, or waived by the parties for the life of this contract.

In the event any new matter arises during the term of this Agreement regarding wages, hours of employment or working conditions and an action is proposed by Gardner, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, Gardner reserves the right to take necessary action by management direction.

## **ARTICLE 24 – MANAGEMENT RIGHTS**

Except as specifically limited by the express terms of this Agreement, Gardner exclusively reserves and retains all rights it had prior to this Agreement, including but not limited to the right to:

1. Hire, promote, demote, transfer, discipline, discharge, and lay off workers. Establish, modify, and eliminate job classifications and positions.

2. Determine the size, composition, organization of the work force as a whole, as well as to particular functions and services.
3. To direct the work force, maintain order and efficiency, and to establish and enforce work rules and rules on conduct.
4. Establish and enforce standards of quality and quantity and methods of operation of the clinics.
5. To schedule work and adjust schedules to provide the most effective and appropriate delivery of services.

#### **ARTICLE 25 – COUNTY CONTRACT PARTICIPATION**

For those contracts where reimbursement is negotiated, rolled over, or renewed with the county, up to two (2) union representatives who are not staff of SEIU Local 521 shall be notified and invited to participate in the proceedings as part of their duties. Nothing herein abridges Article 24.

#### **ARTICLE 26 – TERM OF AGREEMENT**

This Agreement shall become effective only upon approval by the Board of Directors and upon the ratification of the Union membership and shall remain in full force and effect to and including October 31, 2013 – October 31, 2016, from year to year thereafter; provided, however, that either party may serve written notice on the other at least 90 days prior to October 30, 2016, of its desire to terminate this Agreement or amend any provision thereof.

**APPENDIX A – UNION SALARY SCHEDULE**

<b>HOURLY RATE</b>						
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
ACCOUNTS PAYABLE CLERK	17.96	18.49	19.05	19.62	20.21	20.82
BILLING CLERK I	17.17	17.69	18.22	18.76	19.32	19.90
BILLING CLERK II	20.48	21.10	21.73	22.38	23.05	23.75
CLERK/CASHIER/RECEPTIONIST I	15.93	16.40	16.90	17.40	17.92	18.46
CLERK/CASHIER/RECEPTIONIST II	18.98	19.55	20.14	20.74	21.36	22.00
DRIVER	15.65	16.12	16.60	17.10	17.62	18.14
RECEPTIONIST WIC	16.53	17.03	17.54	18.06	18.60	19.16
UTILITY WORKER	15.54	16.01	16.49	16.98	17.49	18.01
<b>ANNUAL RATE</b>						
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
COUNSELOR LEVEL I ADULT OUTPATIENT	32,514.51	33,489.95	34,494.64	35,529.48	36,595.37	37,693.23
COUNSELOR LEVEL I DDP/DRUG DIVERSION	37,204.83	38,320.97	39,470.60	40,654.72	41,874.36	43,130.59
COUNSELOR LEVEL II ADULT OUTPATIENT/DRUG DIV/DDP	47,009.73	48,420.02	49,872.62	51,368.80	52,909.86	54,497.16
MENTAL HEALTH SPECIALIST/MENTAL HEALTH REHABILITATION SPECIALIST	47,471.55	48,895.70	50,362.57	51,873.44	53,429.65	55,032.54
MENTAL HEALTH THERAPIST I	55,538.77	57,204.93	58,921.08	60,688.71	62,509.37	64,384.66
MENTAL HEALTH THERAPIST II	67,606.11	69,634.29	71,723.32	73,875.02	76,091.27	78,374.00
MENTAL HEALTH THERAPIST III	64,995.53					
NUTRITION PROGRAM ASSISTANT	37,366.21	38,487.20	39,641.81	40,831.07	42,056.00	43,317.68

## APPENDIX B – SALARIED CLASSIFICATIONS

The following is a description of the requirements for salaried classifications at Gardner Family Care Corporation. Gardner, in its sole discretion, may hire new employees into a Step other than Step one based on their prior experience and other qualifications. Such determinations of Step will be final and not subject to the grievance procedure by the Union or any employee. All employees move up one step on their anniversary date except when the employee does not meet the criteria listed below for his/her classification/Step.

**Mental Health Therapist:** Must be registered with the CA Board of Behavioral Sciences (BBS) with proper proof of registration, and have obtained an effective Waiver of Licensure from the Santa Clara County Department of Mental Health.

### **Mental Health Therapist I**

- Step 1: Master's Degree plus registered with the California Board of Behavioral Science (BBS) as MFTI or ASW and have obtained an effective Waiver of Licensure from the Santa Clara County Department of Mental health.
- Step 2: MA plus registered with the California Board of Behavioral Science (BBS) as MFTI or ASW and have obtained an effective Waiver of Licensure from the Santa Clara County Department of Mental Health plus 1 year experience.
- Step 3: MA plus registered with the California Board of Behavioral Science (BBS) as MFTI or ASW and have obtained an effective Waiver of Licensure from the Santa Clara County Department of Mental Health plus 2 year experience.
- Step 4: MA plus registered with the California Board of Behavioral Science (BBS) as MFTI or ASW and have obtained an effective Waiver of Licensure from the Santa Clara County Department of Mental Health plus 3 year experience.
- Step 5: MA plus registered with the California Board of Behavioral Science (BBS) as MFTI or ASW and have obtained an effective Waiver of Licensure from the Santa Clara County Department of Mental Health plus 4 year experience.
- Step 6: Master's Degree plus the number of hours supervised as required and approved by the California Board of Behavioral Science (BBS).

### **Mental Health Therapist II**

- Step 1: Master's Degree, licensed
- Step 2: Master's Degree, licensed and up to 1 year post licensure experience\*
- Step 3: Master's Degree, licensed and up to 2 year post licensure experience\*
- Step 4: Master's Degree, licensed and up to 3 year post licensure experience\*
- Step 5: Master's Degree, licensed and up to 4 year post licensure experience\*
- Step 6: Master's Degree, licensed and up to 5 year post licensure experience\*

\* These individuals may be required to supervise unlicensed personnel at the Mental Health Director's or designee's discretion.

### **Mental Health Therapist III**

License-waivered (pre-licensed) doctorate degree

### **Mental Health Specialist/Mental Health Rehabilitation Specialist**

#### **Mental Health Specialist**

Step 1: BA degree and up to three (3) years of experience and/or AA degree plus five (5) years of relevant experience

Step 2: BA degree and up to four (4) years of experience and/or AA plus six (6) years of relevant experience

#### **Mental Health Rehabilitation Specialist**

Step 3: BA degree plus four (4) years relevant experience and/or AA degree plus six (6) years experience and obtain a mental health rehabilitation specialist counselor certification from the County of Santa Clara

Step 4: BA degree plus five (5) years relevant experience and/or AA degree plus seven (7) years experience and obtain a mental health rehabilitation specialist counselor certification from the County of Santa Clara

Step 5: BA degree plus six (6) years relevant experience and/or AA degree plus eight (8) years experience and obtain a mental health rehabilitation specialist counselor certification from the County of Santa Clara

Step 6: BA degree plus seven (7) years relevant experience and/or AA degree plus nine (9) years experience and obtain a mental health rehabilitation specialist counselor certification from the County of Santa Clara

### **Counselors – Proyecto Primavera**

#### **Counselor I – DDP/Drug Diversion and Adult Outpatient**

Step 1: H.S./G.E.D. and no certificate

Step 2: H.S./G.E.D. and Certificate

Step 3: H.S./G.E.D. and Certificate + 1 year experience

Step 4: H.S./G.E.D. and Certificate + 2 years experience



- Step 5: H.S./G.E.D. and Certificate + 3 years experience
- Step 6: H.S./G.E.D. and Certificate + 4 years experience

**Counselor II – DDP/Drug Diversion/Adult Outpatient**

- Step 1: BA and/or CAADAC intern
- Step 2: BA and/or CAADAC + 2 years
- Step 3: BA and/or CAADAC + 3 years
- Step 4: BA and/or CAADAC + 4 years
- Step 5: BA and/or CAADAC + 5 years
- Step 6: BA and/or CAADAC + 6 years

**Nutrition Program Assistant**

- Step 1: New Hire
- Step 2: One year of experience
- Step 3: State Certification
- Step 4: State Certification with one (1) year experience
- Step 5: State Certification with two (2) years experience
- Step 6: State Certification with three (3) years experience

**APPENDIX C – NON SALARIED EMPLOYEES**

Each Step represents one year of service except that newly hired employees start at Step one and after one year of service move up to Step two on their anniversary date. All employees move up one Step on their anniversary date.

**APPENDIX D – SIDELETTER SERIES PAY ISSUES**

No Worker in a series one top step position shall earn more than a worker at the bottom step in the next series. If such situation occurs, all employees in the series two shall be adjusted upwardly a minimum of five cents per hour above the lower category. This provision is applicable retroactively to September 1, 2003. Upon discovery of such pay discrepancy, this remedy shall be granted within sixty calendar days.

**APPENDIX E – POLICY OPERATION**

**1. Request for Leave**

Employee must schedule an appointment with Human Resources Department to initiate the leave of absence. A work sheet will be prepared to indicate the actual commencement date of the leave, the use of sick leave, amount of health premiums due, if any, and projected return date. Employee's core scheduled hours per day/per week will be used to calculate the use of sick leave.

Employees are required to complete a request for Family and Medical Leave, and provided medical certification for the leave prior to commencement of the leave.

**2. Return to Work:**

- a. Employees on leave for three days or more due to their own serious health condition are required to present a fitness-for-duty certification form his/her physician to the Human Resources Department before returning to active employment. Extensions to agreed upon return date must be requested in writing and supported by a healthcare provider certification no later than one week prior to the original return to work date. All employees must be able to return to work without presenting an immediate and substantial risk to themselves or other.
- b. Employees able to return to work earlier than anticipated must provide the Employer with two business days notice when feasible.
- c. Employees who use intermittent leave for continuing treatment of a serious health condition must provide the employer a schedule of treatments, so as, not to disrupt the operation of the department. A fitness-for-duty certification is not required for ongoing treatments unless treatment causes absence in excess of 3 days.
- d. Employees who fail to return to work at the end of the approved leave of absence shall be considered to have voluntarily resigned employment.

**Recordkeeping:**

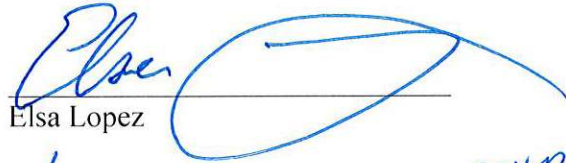
- a. Supervisors will maintain daily attendance forms for all employees. Attendance forms for employees taking a continuous family and medical leave will be maintained by Human Resources for recording of days and hours of leave taken and integration of paid time off.
- b. Supervisors will maintain daily attendance forms for employees using intermittent or reduced work schedule leaves. Days and hours taken for leave will be recorded on daily attendance forms and reported to Human Resources on the Wednesday before the end of each payroll period.

For SEIU Local 521:

  
Isabel Olazcoaga, Internal Organizer

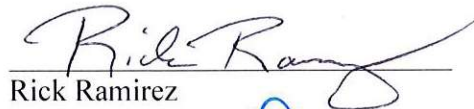
  
Joaquin Aguirre


  
Ilana Harmon

  
Elsa Lopez

 MRS  
Henrietta Morales


  
Michael Mann Stock

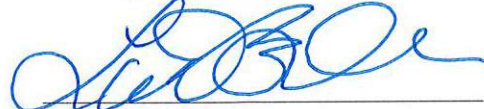
  
Rick Ramirez

  
Rob Valentine

For Gardner Family Care Corporation:

  
Reymundo Espinoza, CEO

  
Efrain Coria, COO

  
Laurie Halsey,  
Director of Human Resources