

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**



**SALUD PARA LA GENTE**

**And**



**SEIU LOCAL 521  
Service Employees International Union, CTW, CLC**

**July 1, 2011 - June 30, 2013**

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## THE RIGHT TO REPRESENTATION

You have the right to have a Union representative with you during any interview with a supervisor or manager, which may result in discipline.

1. It is your responsibility to request to have a Union representative present.
2. You must have a reasonable belief that discipline may result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative before the meeting to get advice.
4. Do not refuse to attend a meeting if a steward is requested but denied. Attend the meeting, but continue to insist upon your right to have a Union representative present. If this fails, do not answer any questions. Take notes of what is said in the meeting and contact your steward immediately following the meeting.

## EL DERECHO A LA REPRESENTACIÓN

Usted tiene el derecho de tener presente a un representante de la Unión en cualquier junta/interrogatorio con un supervisor o gerente que pueda resultar en alguna acción disciplinaria.

1. Es su responsabilidad pedir que le asista un representante de la Unión.
2. Usted tiene que creer que la discusión puede resultar en una acción disciplinaria.
3. Usted tiene el derecho de saber de antemano de que se trata la junta y el derecho de hablar con su representante de la Unión para consultar antes de la junta.
4. No rehúse a asistir a una junta aunque no le sea permitida la ayuda de un delegado de la Unión. Asista a la junta y siga insistiendo en su derecho de tener presente a un representante de la Unión. Si no le permiten tener a su representante, no conteste las preguntas. Escriba todo lo que le digan en la junta y comuníquese con su delegado inmediatamente después de la junta.

## **ARTICLE 1. PREAMBLE**

This collective bargaining agreement is entered into by Salud Para La Gent (hereinafter referred to as the Employer) and Service Employees International Union, Local 521 CTW-CLC (hereinafter referred to as the Union). The Employer and the Union recognizes the value of working collaboratively to assure maximum service of the highest quality and efficiency to the clients consistent with its obligations to the workers it represents.

## **ARTICLE 2. RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all employees; excluding managerial employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

## **ARTICLE 3. UNION SECURITY**

### **3.1 Union Membership**

- a. It shall be a condition of employment that all workers of the Employer covered by this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall, within thirty-one (31) calendar days following the effective date of this Agreement, become and remain members in good standing in the Union. All workers covered by this Agreement and hired on or after its effective date shall, within thirty-one (31) calendar days following the beginning of such employment, become and remain members in good standing in the Union.
- b. Workers who are required hereunder to maintain membership and fail to do so and workers who are required hereunder to join the Union and fail to do so shall be terminated by the Employer upon notice in writing from the Union.

### **3.2 Notification to Union**

The Employer will supply the Union with the name, address, telephone number and job classification of workers hired or terminated within fifteen (15) days of their hiring or termination. The Employer will allow a Union representative and a steward to provide a thirty minute orientation every other month at clinic locations (not including school site locations) during the employee's non-working hours. The union steward shall be on paid time.

### **3.3 Payroll Deductions**

- a. The Employer shall deduct the amount of Union dues as specified by the Union, from the pay of all workers covered by this Agreement who have voluntarily provided the Employer with a written assignment authorizing such deductions. The written assignment shall be on a Payroll Deduction Authorization form provided by the Union. Such sums shall be remitted to the Union, together with a list of names of members from whom deductions have been made. The Union shall indemnify the Employer and hold it harmless against any and all suits claims, demands, or liabilities that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this article.

- b. The Employer's Controller or designee, upon request from either the field representative or shop steward, will answer questions on monies deducted through payroll deductions.
- c. COPE Deductions - Workers may voluntarily elect to have contributions deducted from their paychecks for the Local 521 COPE fund. Such deduction shall be made upon signed authorization from the worker and shall be continued until such authorization is revoked in writing. The Employer shall transmit to the Union such deductions on a check separate from regular dues deduction.

## **ARTICLE 4. NO DISCRIMINATION**

### **4.1 No Discrimination**

No person shall on the grounds of race, color, national origin, age, religion, gender, sexual orientation, ancestry, physical or mental disability, political affiliation, status as a disabled veteran or veteran of the Vietnam War or Persian Gulf War era, or any other non-job related factor, or for Union activity, be denied the full benefits of, be subjected to discrimination under, or be denied employment with any programs or activities of the Employer. This includes, but is not limited to, recruitment, hiring, promotion, discipline, transfer, compensation, assignment, benefits, training, layoff, and recall practices.

### **4.2 No Harassment**

The Employer, and all agency employees, will maintain an employment environment free from harassment which has the effect, either directly or indirectly, of discriminating against individuals on the basis of race, color, national origin, age, religion, gender, sexual orientation, ancestry, physical or mental disability, political affiliation, status as a disabled veteran or veteran of the Vietnam War or Persian Gulf War era, or any other non-job related factor, or for Union activity.

### **4.3 Equal Employment Opportunity**

The Employer is an Equal Opportunity Employer. An Equal Opportunity Employer statement will be included in all job announcements.

## **ARTICLE 5. UNION REPRESENTATIVES**

### **5.1 Union Stewards**

The Employer agrees to recognize Union Stewards designated by the Union to receive and independently investigate complaints, assist in the resolution of potential problems and see that the terms and conditions of this contract are observed. The Union may appoint up to a maximum of five (5) union stewards; two (2) for the Watsonville Clinic (204 E. Beach Street site) and one (1) Steward at each of the following worksites: Clinica Del Valle, Beach Flats, and Elderday. The Union will notify the Employer, in writing, of the names of designated Union Stewards. In the event that a steward assigned to represent a certain work location is not available, an employee may contact any other steward to assist them. If a represented employee has a reasonable belief that he/she may be called into a meeting with his/her supervisor for disciplinary reasons, the employee has the right to contact a steward to attend the meeting with them.

## 5.2 Union Steward Activities

Union business shall be conducted at mutually agreed upon times and locations between the management and the Union. If the Union states the issue is urgent, management will respond as quickly as possible, but no later than within (2) working days.

Union Stewards will be allowed to use such reasonable time as necessary, during work hours, without reduction of pay or other benefits to perform the following duties:

- a. To act as a representative of a worker for any step of the grievance procedure, including formal arbitrations and informal meetings with supervisors or other managers to discuss concerns which may potentially become grievances.
- b. To act as a representative of a worker during an investigatory interview or other meeting conducted by the Employer where the worker has reason to believe that disciplinary action may potentially result from the interview or meeting.
- c. To meet with a worker to investigate a potential grievance. The Steward will coordinate any such release time with his or her supervisor or designee, but will not be asked to inform the supervisor of the specific nature of the meeting.

## 5.3 Union Field Representatives

Upon prior approval by the Employer, Union Field Representatives will be admitted to the facility for the purpose of conducting Union business. This right will be exercised reasonably and will not interfere with clients or interrupt workers in the performance of their duties and is subject to the following limitations: (1) Union business shall not be conducted in program areas. (2) Union business shall be conducted during employees break time.

## 5.4 Bulletin Board

The Employer will provide or designate a bulletin board in the lunchroom, which the Union may use to post notices regarding Union business. The Union will maintain the bulletin board.

## 5.5 Use of Facilities

Upon prior approval by the Employers CEO, or designee, the Employer will allow the Union to use the Employers' facilities, without charge, for Union meetings, provided such meetings do not interfere with the Employer's normal operations and are not previously scheduled by another client/customer group.

## 5.6 Negotiations

The Employer may designate up to five (5) employees to represent Salud management and SEIU may designate up to five employees to conduct negotiations. For SEIU, up to five employees will be granted reasonable periods of release time, without loss of pay or benefits when negotiations are scheduled during employees regular work hours, for the purpose of taking part in negotiations with the Employer. Whenever possible, the Union's negotiating team shall consist of employees from different classifications and departments. The amount and scheduling of such release time will be by mutual agreement.



## 5.7 Printing of Agreement

The Union will bear the cost of printing copies of this Agreement for the current workers and will furnish the Employer copies for new hires and fifty (50) copies for management.

## 5.8 Labor-Management Committee

The Employer and the Union shall appoint an equal number of representatives, but not to exceed three (3), to the labor-management committee. The Employer and the Union recognize a mutual interest in providing quality services. In order to address issues of concern, the Employer and the Union agree to a meeting with Union and Management representatives every other month. Upon mutual agreement, this meeting may be waived if there are no pending issues. The committee will meet on a mutually agreed upon date and time. Members of this Committee shall be granted release time without loss of pay or benefits. The Union and Management representatives will make every effort to provide specific agenda items to each other seven (7) days prior to the scheduled meeting. The parties agree that these meetings will be used to maintain open and respectful communication, to identify areas of inadequacies, to determine appropriate resolutions and the following:

- a. Elderday Productivity - The Committee shall receive input and make recommendations to the CEO or his or her designee, regarding productivity and average daily attendance improvements, as well as other concerns related to morale and teamwork and the assignment of union job classifications to Elderday. The Committee shall further make recommendations regarding the utilization of conflict resolution services or productivity training to address any teamwork or productivity issues, which may arise as a result of this program. The Employer shall provide the Committee with productivity reports as requested, not to exceed quarterly.
- b. Medical Benefits
  - 1) Agency and Union will form a medical insurance selection process committee with two (2) union members serving on the committee who will provide input to the process of potential changes in insurance providers beginning 2013.
  - 2) Reopener during the term of the contract regarding employee use of SPLG services depending upon provider coverage under medical plan redesign.
  - 3) Agency will continue to pay 100% of Employee-Only Premium.
- c. Parking - The Committee will have the responsibility to make recommendations to the CEO regarding parking;
- d. Safety - The Committee shall explore workers' concerns and develop recommendations regarding the safety of workers at its clinics when traveling to their vehicles after dark due to having worked a late shift.

## **ARTICLE 6. EMPLOYMENT**

### 6.1 Employment Designations

- a. Regular Full-time - A regular full-time worker is a worker who is normally scheduled to work forty (40) hours per week, exclusive of overtime or similar unusual circumstances.
- b. Regular Part-time - A regular part-time worker is a worker who is normally scheduled to work fewer than forty (40) hours per week. Regular part-time workers who work a minimum of twenty-four (24) hours per week are entitled to all rights and benefits provided for in this agreement, with vacation, sick leave and holiday pay given on a prorated basis. Regular part-time workers who work less than twenty-four (24) hours per week are entitled to all rights and benefits provided for in this agreement, with the exception of employer-paid health insurance, with vacation, sick leave and holiday pay given on a prorated basis.
- c. Regular On Call - Regular On Call workers are to be used only for vacation or sick leave relief or for increased workload on a limited basis, or to provide specialized services not available among regular full-time and regular part-time workers, where the need for such services is limited. Such positions will usually be found in occupational areas such as Physicians, Physician Assistants and Receptionists, where services must be continued on a regular basis. Regular on-call workers are not eligible for vacation, sick leave, holiday pay, or employer-paid health insurance. The following guidelines are to be followed by supervisors responsible for scheduling On Call workers:
  - 1) On Call workers shall be notified as far in advance as possible of when they will be needed to work.
  - 2) In scheduling On Call workers, supervisors shall distribute as evenly as possible the total number of on-call hours available to on-call workers.
  - 3) On Call workers shall not accrue seniority.
- d. Limited-Term - A limited-term worker is a worker filling a full-time or part-time position for a specific duration, generally not to exceed one-hundred and fifty (150) days from the original date of hire, with the option of one thirty (30) day extension. Positions of this type may be used due to:
  - 1) Increased workload for a defined period of time because of a seasonal program or completion of a short-term contract;
  - 2) Anticipated coverage's for a regular full-time or part-time position due to an approved leave of absence.
  - 3) Workers classified as limited-term are eligible for sick leave and holiday pay on a prorated basis, according to their hours worked. Limited-term workers are not eligible for vacation pay or health insurance benefits.
- e. Temporary - A temporary worker is a worker filling a full-time or part-time position of an emergency nature, not to exceed twenty (20) workdays. If the vacancy is likely to be of longer duration, a limited-term position will be used. Workers classified as temporary shall not be eligible for paid time off or benefits. No worker shall exceed sixty (60) total days of appointment to temporary positions in any one-year period.

Notwithstanding the provisions above, no one worker shall be appointed to a combination of limited-term or temporary positions for a period exceeding one hundred and eighty (180) days in any one (1) year period.

- f. Trainees - The “trainee” job classification includes individuals lacking the skills, experience or job qualifications required for another job classification that who are working to gain such skills, experience or job qualifications and are paid by the Employer. Such trainees would be members of the bargaining unit, unless labor law or this Agreement indicates otherwise. Unless otherwise indicated by law, students and interns shall not be members of the bargaining unit.

## 6.2 Termination of Employment – Temporary, Limited-Term Workers, and Regular On Call Workers

- a. Workers classified as limited-term may be terminated prior to their predetermined termination date with ten (10)-calendar days notice. Limited term workers may be terminated without prior notice for just cause or because of funding cuts.
- b. Temporary workers may be terminated without prior notice when the assignment has been completed or when the predetermined termination point of employment has been reached. Temporary workers may also be terminated for just cause or because of funding cuts.
- c. Regular On Call workers may be terminated without prior notice when the assignment has been completed or when the predetermined termination point of employment has been reached. Regular On Call workers may also be terminated for just cause or because of funding cuts.

## 6.3 Initial Probationary Period

- a. A regular full-time or regular part-time worker will be considered probationary for six (6) months from the worker’s initial date of hire.
- b. Workers in regular on-call positions will be considered probationary until they have worked two hundred sixty (260) hours, but not before six (6) months of continuous employment have been completed.
- c. Probationary workers shall receive a written evaluation of performance by the immediate supervisor after ninety (90) and one hundred eighty (180) days during the probationary period.
- d. Workers on the initial probationary period may be dismissed upon approval of the CEO at any time during the probationary period without the right to appeal through the grievance procedure.
- e. When regular on-call workers are hired for regular full-time or part-time positions, the probationary period shall end upon the completion of two hundred sixty (260) hours of work but not before the completion of six (6) months of continuous employment, including time worked as an on-call worker.

- f. When a person is in a regular full-time or regular part-time position, and the person has been employed as a limited-term or temporary worker in the same classification at any time within the past two (2) months, the person shall receive credit toward completion of their initial probationary period for all previous service in the classification as limited-term and/or temporary worker. The effect of this provision shall be to reduce the length of the person's initial probationary period. For the purposes of rights and benefits provided for in this agreement, the person's date of hire shall be the date the person is hired to the regular full-time or regular part-time position.

#### 6.4 Probation on Promotion

Workers who have been assigned to a new job classification shall begin a probationary period of six (6) months. The worker shall retain all rights and benefits of permanent employment, including the worker's initial seniority date, except that the worker will be considered probationary in the promotional position. A written evaluation shall be given at the end of the six (6) month probationary period.

#### 6.5 Physician Services

The Employer shall pay for all costs associated with obtaining and maintaining hospital-admitting privileges.

### **ARTICLE 7. HIRING PRACTICES**

#### 7.1 Filling Vacant Positions

- a. Appointments to regular full-time and part-time positions shall be made only as a result of a formal selection process, which shall determine those applicants best qualified to fill the vacancy.
- b. A vacancy may also be filled by increasing the hours of workers within the same classification, but only if mutually agreeable between the Supervisor and worker or workers.
- c. Appointments to limited term, on call and temporary positions need not be made as a result of any formal selection procedures; however, the CEO will select from a qualified candidate list where such list is available.
- d. If there are existing layoff lists, the use of these lists shall supersede the use of any other selection process in the filling of any vacancy, whether permanent, limited term or temporary.
- e. The employer shall act in good faith to fill all vacant positions within thirty (30) calendar days of the date the position becomes vacant.

#### 7.2 Posting of Vacancies

Prior to notice to the public, all workers will be notified of the Employer's intention to fill any vacant union position at each Agency worksite and by posting on the agency website: [www.splg.org](http://www.splg.org).

### 7.3 Interview Panel

The interview panel will include at least one bargaining unit worker who works directly with the position being filled. The panel will review all applications and interview:

- a. All regular, probationary, temporary, limited term and on-call workers who apply and who possess the minimum qualifications for the vacant position;
- b. If there are no qualified candidates for promotion to the position, the Employer will conduct an open recruitment.

### 7.4 Promotional Classifications

A promotional classification is a higher level position within a job series with more than one level of proficiency. These positions are listed in Appendix C.

- a. In the event a vacancy occurs within a promotional classification, all regular workers currently employed within the same job series and one level below the promotional classification shall be notified of the vacancy in writing.
- b. All eligible workers shall have five (5) working days from the date the position has been posted as indicated in Section 7.2 above to indicate their interest in the position in writing to the Human Resources Coordinator or designee.
- c. All workers who have indicated their interest and possess the minimum qualifications as described in the job description will be scheduled for an interview with an interview panel as described in Section 7.4, above. (This will change to 7.3 when re-formatted).
- d. Among equally qualified candidates, the candidate with the most seniority will be recommended by the panel for the position. In circumstances with two equally qualified candidates from Salud, the final decision is made by the CEO or designee.
- e. If there are no qualified candidates for promotion to the position, the Employer will conduct an open recruitment.

## **ARTICLE 8. SENIORITY AND LAYOFFS**

### 8.1 Seniority

- a. Seniority is defined as the length of a worker's continuous employment from the most recent date of hire or rehire in a job classification as a regular and/or probationary worker.
- b. A worker who promotes or transfers to another job classification continues to accrue seniority from their original date of hire; however, the worker's anniversary date for evaluations and potential increase purposes will be adjusted to reflect the date the worker promoted to or was transferred into the new classification.

- c. Clinica del Valle del Pajaro Employees Hired by Salud in the Merge: For the purposes of determining seniority, a worker's initial date of hire will be the date the worker was hired by Clinica del Valle del Pajaro.

## 8.2 Definition of Layoff

- a. A layoff is any mandatory reduction in a worker's hours of work or days of work lasting longer than five (5) days, or the elimination of a position.
- b. In the case of a reduction of hours lasting five (5) days or less, the following procedure will be followed:
  - 1) Workers in the affected classification will be asked to volunteer.
  - 2) Appropriate alternate work, if available, will be offered to affected workers.
  - 3) The least senior worker in the affected classification will be the one affected by the reduction.

## 8.3 Determination of Layoff

When it becomes necessary because of lack of work or funds, program termination, or in the interest of overall Agency economy, to reduce the staffing level of the Agency the CEO will notify and, upon request, meet with the Union in order to receive its input on the following criteria:

- a. The actual work that is necessary for the continued operation of the program;
- b. The necessary service within the program; and
- c. The level of staff expertise necessary to maintain both (a) and (b) above.

If the Union does not request to meet with the CEO within five (5) working days of its notification pursuant to this section, its right to meet under this section will be considered waived.

## 8.4 Order of Layoff

- a. When one or more workers in the same classification are to be laid off, the least senior worker(s) in the affected classification shall be laid off.
- b. Prior to laying off any worker, the Employer will end the use of any temporary, limited term, or on-call workers in that classification.
- c. Any worker who is to be laid off from his or her position who is more senior in a previously held classification than any worker currently working in that classification will be allowed to displace the least senior worker in the previously held classification who will then be laid off in accordance with the provisions of this article, provided that the more senior worker continues to meet the minimum qualifications of the previous classification.

## 8.5 Notice of Layoff

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 (or ten days pay in lieu of notice).

## 8.6 Alternatives to Layoff

Prior to a decision to lay off any worker, the Employer will notify the Union of the likelihood of layoffs and will meet with the Union, upon request, to explore possible alternatives to layoff.

## 8.7 Re-call Lists

- a. Regular workers who have been laid off will have re-call rights in their classification for future vacancies if prior to layoff they were meeting standards on their evaluation and had not received written warnings or suspension within the six (6) months prior to layoff for a period of two (2) years from the date they were laid off; however, in order to be considered the worker must still possess the minimum qualifications for that classification. The names of such workers shall be placed, in the reverse order of their layoff, on a re-call list for that classification. No open recruitment shall be made to the classification until this re-call list is exhausted.
- b. A laid off worker will be removed from the re-call list if any of the following occur:
  - 1) He or she refuses a job in his or her classification for which he or she is qualified, in which case the worker will be classified as a voluntary resignation and removed from the recall list;
  - 2) He or she becomes employed with the Employer at the same or higher salary; or
  - 3) He or she fails to respond to a notice of re-employment.
- c. Regular workers who have been laid off shall be guaranteed an interview for any positions that become available in any program in the agency providing that they possess the minimum requirements for the job. Temporary and limited-term workers who have been laid off shall be notified of vacancies in their former classification
- d. Workers who are recalled after layoff shall return to the agency with the same seniority and Step as when they were laid off. The employee shall be returned with the same salary and benefits presently associated with that classification and as outlined in the contract.
- e. Re-call shall always be contingent upon the worker's continued possession of the minimum qualifications required for the position.

## 8.8 Worker's Responsibility for Address

The laid off worker shall be solely responsible for providing the Employer with an up to date address for purposes of being notified of re-employment opportunities.

## ARTICLE 9. HOURS OF WORK

### 9.1 Workweek

- a. A full-time workweek consists of forty (40) hours.
- b. A part-time worker is a worker who works less than forty (40) hours per week.
- c. Workers will be entitled to two consecutive days off each week unless otherwise mutually agreed; however, should the operational needs of the Agency require a different schedule and there are no volunteers or On Call staff available, all employees shall participate on an on call rotational basis within their classification.
- d. The Agency shall maintain a list of On Call Staff.

### 9.2 Work Schedules

- a. It is within management discretion to determine work schedules. Employer will provide work schedules no less than two (2) weeks prior to the scheduled work however should the operational needs of the Agency require a different schedule and there are no volunteers or On Call Staff available, all employees shall participate on an on call rotational basis. In the event that a foreseeable event causes the Employer to provide less than the required two (2) week notice, the Employer shall provide the worker with a written explanation of the operational need.
- b. Requests for schedule changes will not be unreasonably denied if there is no significant impact to patient care or business operations, or the seniority rule.
- c. Regular work schedules and locations shall be governed by seniority. If there needs to be an exception to the seniority rule due to the operational needs of the Agency, it will be handled in a meeting on a case-by-case basis with the affected worker, Union and the supervisor present to discuss it.
- d. For the purposes of this section, seniority is defined as the total length of a worker's employment as a regular and/or probationary worker in any classification. Workers in each classification shall bid in order of seniority on available work schedules for their classification.
- e. Workers shall be provided with a regular work schedule that shall remain in effect from week to week for a period of no less than twelve (12) weeks unless the operational needs of the Agency require a different schedule and there be no more volunteers or On Call staff available, all employees shall participate on an on call rotational basis. In the event that a foreseeable event causes the Employer to provide less than the required two (2) week notice, the Employer shall provide the worker with a written explanation of the operational need.
- f. The Agency maintains a list of available On Call staff within Human Resources.



### 9.3 Overtime

- a. Employees will not change the start and end time of their schedule. Overtime hours shall only be worked with prior written approval from the assigned supervisor or designee. In the event that prior written approval is not feasible, the employees can notify their supervisory by their next scheduled shift of the need to have worked overtime via email. Upon receipt of the email from the worker, the supervisor will provide acknowledgement of the notification. It is the workers responsibility to punch out at the end of a shift. If the worker as incurred overtime, the ADP system will automatically update to include overtime in the worker's compensation. In the event there is an administrative error to the employee's timesheet regarding actual hours worked, and the error is not the fault of them employee, the employee will be made whole for all hours worked.
- b. No worker is required to work more than one hour of overtime on any day, as a condition of employment or under threat of disciplinary action. Every attempt will be made to find a worker willing to perform the overtime prior to requiring overtime.
- c. Nonexempt Workers: In accordance with applicable state and federal laws, nonexempt workers are those workers who hold positions that require, by law, the payment of overtime wages. Overtime compensation is paid as follows:
  - 1) One and one-half times the worker's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, for all hours exceeding forty (40) hours per work week, and for the first eight (8) hours worked on the seventh (7th) day of work;
  - 2) Double the worker's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in any work week.
- d. Exempt Workers: An exempt worker is one who holds a position that, by law, does not require the payment of overtime wages. It is the intent of the Employer not to pay overtime wages to exempt workers.
- e. A list of all exempt positions covered by this Agreement is included as Appendix B to this Agreement.

### 9.4 Rest Periods

All workers are entitled to a fifteen (15) minute paid break during the first four (4) hours of work or major portion of four (4) hours and during their second four (4) hours of work or major portion. Workers who work beyond eight (8) hours on any day are entitled to an additional fifteen (15) minute paid break for each additional major portion of four (4) hours worked. A worker who is unable to take his or her 15-minute break as provided in this Section 9.4 shall be compensated as required by law.

### 9.5 Time Clock

The Employer may require workers to use a time clock, provided however that workers' whose work requires them to begin or end their work day away from the Employer's facilities shall not

be required to use the time clock to record their hours for that day. In the event the Employer requires use of a time clock, workers shall be paid to the nearest minute for all time worked.

- a. The following specifies the standard for reporting for duty and what constitutes on-time reporting. The parties agree that such standards are necessary to ensure operational integrity, clarity in definition, and equity of treatment and employee expectations.
- b. Definition of On-Time reporting: Consistent with Fair Labor Standards Act, employees may clock in six (6) minutes prior to and/or after the scheduled start time of the shift. This time will not be subject to overtime.

#### 9.6 Reduction in Hours for Career Training and Education

A regular full time or regular part-time worker who has completed at least five (5) years of service, upon request, shall be granted a reduction in hours for the purpose of health career licensing training and education, provided that no employee shall be granted under this provision that would reduce the employee's hours below twenty-four (24) hours per week.

#### 9.7 Meal Periods

When a worker works a shift in excess of five (5) hours, the worker shall be granted at least a one-half (1/2) hour unpaid meal period at approximately the mid point in the worker's shift.

### **ARTICLE 10. PAID TIME OFF (PTO)**

#### 10.1 Paid Time Off Defined

- a. Accrual Schedule: Regular full-time workers accrue paid time off according to the following schedule: (Regular part-time workers accumulate paid time off accrual on a prorated basis).
  - 18 days per year (144 hours) for the first 3 years of employment (1-35 months)
  - 24 days per year (192 hours) for years 3 – 6 (36 – 71 months)
  - 30 days per year (240 hours) for 6+ years of service (72+ months)
  - Maximum accrual is capped at 280 hours
  - SEIU members rolling over to PTO will transfer 100% of their current vacation balance and ½ of their current sick balance to form their new PTO bank.
  - Eligible workers will begin accruing PTO upon first day of employment.
  - Eligible workers may utilize accrued PTO after six (6) months of continuous employment.
- b. Cap on PTO
  - Paid Time Off Accrual is capped out at 280 hours.
  - SEIU members rolling over to PTO will not be capped out at 280 hours from August 1, 2011 through June 30, 2012 for accrual purposes.

- Beginning July 1, 2012 all SEIU members will be capped out at 280 hours.
- c. Pay Schedule
- 26 pay periods per year. Paydays will occur every other Thursday.
  - PTO balances will be reflected on paystubs.
- d. PTO Buyout
- Automatic PTO cash-out shall be eliminated. PTO cash-out requests will reviewed on a case-by-case basis by the CEO or designee.
- e. Changes to PTO
- Changes to the PTO system are subject to meet and confer.

## **ARTICLE 11. HOLIDAYS**

### **11.1 Regular Holidays for all Non-Elderday Staff**

- a. The following days will be observed as paid holidays:

New Year's Eve (Half Day)  
 New Year's Day  
 Martin Luther King, Jr.'s Birthday  
 President's Day  
 Cesar Chavez Day (March 31) (Floating Holiday)  
 Memorial Day  
 Independence Day (4th of July)  
 Labor Day  
 Veteran's Day  
 Thanksgiving Day  
 Day after Thanksgiving Day (Floating Holiday)  
 Christmas Eve (Half Day)  
 Christmas Day

- b. Each employee shall receive nine (9) holidays, two (2) half-day holidays, and two (2) floating holidays per year.

The Clinic shall close for a half day on New Year's Eve and Christmas Eve. The New Year's Eve and Christmas Eve holidays shall be pro-rated for eligible part-time and limited-term workers. If the New Year's Eve or Christmas Eve holidays fall on a Saturday, they shall be observed on that Saturday. If they fall on a Sunday, workers shall receive their pro-rated share of four (4) hours of straight-time pay.

### **Regular Holidays for all Elderday Staff**

- c. The following days will be observed as paid holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday  
President's Day  
Cesar Chavez Day (See e below)  
Memorial Day  
Independence Day (4th of July)  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve  
Christmas Day

- d. Each Elderday employee shall receive twelve (12) holidays per year.
- e. The Elderday Program will be closed on Cesar Chavez day and will be observed on a Monday or Friday near to or on the date the transportation agency observes the holiday.

Floating Holidays:

- f. Floating holidays may be requested as paid time off within three (3) months of the actual holiday. Requests will be reasonably granted if the day off does not impact patient care services.
- g. Workers who work on designated floating holidays will not be paid a premium for holiday work.

Day after Thanksgiving:

- h. On the day after Thanksgiving, the clinic will be staffed, as much as possible, on a voluntary basis or by on call staff in each affected area of work.
- i. If there are no volunteers, or insufficient volunteers to cover the needed shifts, workers in affected areas may be required to work. Required work will be rotated, year-to-year, by seniority among workers in the affected work areas.
- j. Necessary areas of work will be defined as broadly as possible, to provide for the largest possible pool of workers among whom to rotate the work. No worker will be required to work on the day after Thanksgiving for two consecutive years.
- k. There will be a manager immediately available to deal with any problems that may arise.
- l. Workers who work on the day after Thanksgiving (whether voluntarily or by requirement) will be given priority in the scheduling of their floating holiday.

11.2 Additional Holidays

Any day in which the clinic closes or closes early to observe a holiday will be considered a paid day and workers will be paid through the end of their shift.

### 11.3 Pay for Holidays

- a. To be eligible for holiday pay, the worker must work or be on paid status for his or her scheduled workday before and after the holiday.
- b. If a holiday occurs during a worker's paid leave, i.e., pre-approved PTO or unplanned PTO (out due to illness) with medical documentation, etc., the worker shall be paid holiday pay and not a day of paid leave.
- c. Holiday pay for regular part-time and limited-term workers shall be as follows:
  - 1) Holiday pay shall be prorated for the weekly hours budgeted for the worker's position, e.g., a worker working twenty (20) hours per week would receive four (4) hours of holiday pay (weekly budgeted hours divided by five (5) work days). If as a result of this policy, a worker is paid for less than their regularly scheduled hours in a pay period, the worker may request and be allowed to work additional hours within the same pay period as long as the additional hours do not result in overtime pay.
  - 2) Holidays that occur on a day other than a regularly scheduled workday shall be compensated by salary (straight time) or the worker may take time off for the amount of prorated holiday hours. Scheduling is the responsibility of the supervisor.
  - 3) In applying the formula for prorating hours, no worker shall be paid for less than one (1) hour of holiday pay.
- d. If a worker is required to work on a scheduled holiday, the worker will be paid for the holiday plus one and one half (1 1/2) times the worker's regular hourly rate of pay for each hour worked on the holiday.

## **ARTICLE 12. LEAVES OF ABSENCE**

### 12.1 Personal (Non Medical) Leaves of Absence

With the approvals of the supervisor and the CEO, or his or her designee, after one year of permanent service, a worker may be granted a personal leave of absence without pay not to exceed ninety (90) calendar days, under the following conditions:

- a. For the purpose of improving the worker's training for his or her position;
- b. In the event of urgent personal affairs requiring the full attention of the worker;
- c. For other purposes mutually agreed upon between the worker and the Employer.
- d. For continuation of health insurance benefits for the duration of the leave, the worker shall pay all health insurance premiums on a monthly basis while not on paid status. Failure to do so may result in a loss of health insurance benefits. The Employer shall have no obligation to make such payments in the worker's place. The worker should investigate the manner in which health insurance benefits can be restored in the event of any loss of health insurance coverage by contacting Human Resources.

- e. The worker's seniority date, for all purposes, will be adjusted to reflect time not on paid status in excess of thirty (30) days;
- f. The worker shall not accrue PTO or holiday pay while on personal leave.
- g. A worker may use accrued PTO to remain on paid status during a personal leave of absence.

## 12.2 Illness/Family Leaves of Absence

Workers are entitled to a leave of absence due to the worker's illness, the illness of an immediate family member, or the birth, adoption or foster care placement of a child with the worker. This leave shall be as provided under the California Family Rights Act (CFRA), the federal Family and Medical Leave Act (FMLA), and any other applicable laws or statutes.

- a. The worker must provide appropriate documentation from a non Salud based medical or dental professional for the employee's individual medical condition or, for leave usage for an immediate family member, a release statement from any medical or dental professional including Salud providers if the immediate family member is a current patient at Salud.
- b. When the need arises for unpaid leave, i.e.; the one week disability waiting period, the employee will have the option of utilizing their PTO or taking the week unpaid.
- c. Parental leave following birth, adoption, or foster care placement of a child with the worker shall be consistent with that provided by law.
- d. The worker must provide a 30 day notice for non-emergencies to his or her supervisor of the amount of leave and the dates such leave is to be taken, as required by law and consistent with Agency procedure.
- e. The worker shall be entitled to health insurance benefits paid by Employer, provided the employee is on a paid leave status and as provided by law; any payments normally paid by the worker must continue to be paid by the worker for continued coverage.
- f. Prior to returning to work from a medical leave of absence, the worker must provide a written medical release to Employer.
- g. If a worker is disabled due to pregnancy, childbirth, or related medical conditions, she may be entitled to up to four (4) months of pregnancy disability leave and an additional twelve (12) weeks of leave following the birth or adoption as defined by CFRA. A worker taking such leave may maintain her benefits at her own expense.

## 12.3 Bereavement Leave

- a. A worker shall be entitled to leave with pay for a maximum of twenty-four (24) hours and upon prior approval and documentation, up to sixteen (16) additional hours when out-of-town (500 miles or more) travel is required for bereavement purposes, in the event of the death of the worker's parent, grandparent, parent-in-law, sibling, sibling-

in-law, child, grandchild, step-child, step-sibling, step-parent, spouse, or domestic partner. Such leave may be used only during the ten (10) calendar day period commencing with the date of death.

Any additional paid time off required because of such death, or due to the death of an individual not listed, such as any other step-relative not listed in this Section 13.3, may be taken as accrued, PTO. Leave under this section 13.3 shall be conditioned upon the worker submitting to the Employer, if the employer so requests on a case-by-case basis in the Employer's sole discretion, proof of the death of the deceased and the worker's relationship to the deceased, such as an obituary.

- b. Regular part-time workers are entitled to bereavement leave with pay, prorated to the number of authorized hours over a three (3) day period.

#### 12.4 Jury Duty Leave

A worker who had completed his or her probationary period and who is required to report for petite jury duty shall be entitled to leave with pay from regularly scheduled hours of work for the first five (5) days of the time spent in such service. Probationary employees shall seek a postponement from the entity issuing the jury duty subpoena. If no further postponements are available and the probationary worker is required to report to such jury duty, the worker's probationary period shall be extended by the number of days served on such jury duty. For each hour of such leave taken the worker will be compensated by the Employer in an amount equal to his or her straight-time rate of pay, less the amount received by the worker from the government. A worker who reports for such service and is excused there from shall immediately contact his or her immediate supervisor and stand ready to report for work, if requested. In order to be paid by the Employer for such leave, the worker must submit to the Employer's Human Resources Coordinator written proof, executed by the Administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service. The worker shall not be entitled to any paid or unpaid leave time off for Grand Jury service, other than approved PTO or approved personal leaves of absence pursuant to Section 12.1.

#### 12.5 Union Leave

The Employer shall grant up to a total of thirty (30) calendar days of union leave in any one calendar year to one (1) worker designated by the Union who has worked for the Employer for at least one year, subject to the following conditions:

- a. This leave shall be exclusively for performing appropriate Union business as determined by the Union. Upon return from leave, the worker will provide evidence of service with the Union, which will consist of pay stubs and a letter from the Union stating that the worker performed Union business while on leave taken under this provision;
- b. The Union shall designate the employees who shall take the leave, the amount of leave and the dates on which they will take the leave;
- c. This leave shall be without pay;

- d. Health insurance premiums are to be paid by the worker for continuation of benefits on a monthly basis, while not on paid status, for the duration of the leave;
- e. The worker's seniority date shall not be affected;
- f. The worker will not accrue vacation, sick or holiday pay while not on paid status;
- g. A worker may use accrued vacation pay or compensatory time off, but not accrued sick leave, to remain on paid status during union leave.
- h. The worker will submit a request for leave under this provision no later than ninety (90) calendar days before the date the requested leave is to begin.

#### 12.6 Military Leave

Employees called to duty shall be provided all rights and benefits accorded under the Uniformed Services Employment and Re-employment Rights Act (USERRA) and applicable state law.

#### 12.7 Right to Return from Leave

The granting of a leave of absence to a worker guarantees the right of the worker to return at any time during the leave or at its expiration. Any person appointed to fill the vacancy during the leave holds it subject to the prior right of the worker on leave.

#### 12.8 Failure to Return from Leave

If a worker fails to return to work upon the expiration of an authorized leave of absence, the worker may be terminated.

#### 12.9 Response to Requests for Time Off

Requests for leave under this section 13 should be submitted in writing to the employer at least four (4) weeks in advance of the requested leave date. The employer shall provide a written response within two (2) weeks from the date a worker submits a written request for time off. If a request for leave is submitted in writing more than four (4) weeks in advance of the requested leave date, the employer shall provide a written response no later than the midpoint between the date the leave is requested and the requested leave date. Otherwise, the employer shall have two (2) weeks to respond to the request. If the employer fails to timely respond to a leave request, the worker may seek recourse from Human Resources by submitting a letter explaining the problem, as well as a copy of the worker's leave request and any other relevant documents. Human Resources shall then obtain a response for the worker within three (3) working days. Failure to submit a request four (4) weeks in advance shall be considered on a case-by-case basis and approved or denied based upon agency need. The employer will not consider an employee's Time Off request made more than four months in advance of the requested leave date. If travel dictates otherwise, requests made more than four months in advance will be considered on a case-by-case basis.



## ARTICLE 13. WAGES

### 13.1 Salary Schedule

- a. Salary Schedule: For Fiscal Year 2011/2012 there will be no increases to the salary schedule reflected in Appendix A.
- b. Salary Schedule (b): For Fiscal Year 2011/2012, there will be no progression in salary steps.
- c. Not more than sixty days prior to July 1, 2012, upon written notice by either party, the parties agree to reopen negotiations for the sole purpose of discussing wages.
- d. In October 2011 and February 2012, SPLG and SEIU will hold a labor management meeting to receive an update on SPLG's financials for informational purposes.
- e. Salud Para La Gente may pay for the relocation expenses, up to ten percent (10%) of annual salary for recruitment purposes. Relocation payment negotiation will be solely between the new Physician and Salud Para La Gente.
- f. The Employer may, in its sole discretion, pay compensation in excess of that required by this Agreement for recruitment, retention, or parity purposes. In such cases, the Employer shall promptly provide the Union with a written explanation of each such decision, as well as the name, classification and rate of pay for such individuals. When necessary, the Union may share such information with a Union steward from the relevant department. The Union and its stewards shall retain all such information confidential and it shall not disclose any such information to anyone, including, but not limited to, other workers. In addition, the Employer may in its sole discretion award additional compensation to all workers in a department due to merit or for other business reasons.

### 13.2 Salary Schedule (New Hires)

- a. All newly hired workers will be placed on the salary schedule at the appropriate step, based upon the worker's relevant job experience. The Employer will notify the Union of the step placement of each new worker, including the reasons for any placement above Step 1. Management will inform the Union of changes in the bargaining unit and worker's employment information on a monthly basis.

### 13.3 Effect of Promotion or Demotion on Salaries

- a. Promotions
  - 1) If a worker is transferred or promoted to a classification in which the salary range at entry level is less than five percent (5%) above the range, at entry level, for the worker's current classification, the worker will be moved to the same step in the new classification that he or she was on in the previous classification, with no adjustment of the worker's anniversary date.
  - 2) If a worker is promoted to a classification in which the salary range, at entry level, is at least five percent (5%) above the range, at entry level, for the

worker's current classification, the worker will go to the lowest range in the higher level classification which provides for no less than a five percent (5%) increase in pay. For salary step increases only, the worker's anniversary date will be adjusted to the date on which the worker began the new position.

b. Demotions

- 1) If a worker is demoted, the worker will go to the same step in the new classification that the worker was on in his or her previous classification, with no adjustment of the worker's anniversary date.
- 2) If the demotion is due to a layoff, the worker will go to the highest step in the new classification, which does not represent a pay increase. There will be no adjustment to the worker's anniversary date.
- 3) Upon mutual agreement between the employer and the employee, a worker may voluntarily demote to an available, vacant position. The worker shall not begin a new probationary period for the new job classification to which the worker has demoted. In addition, there will be no adjustment of the worker's anniversary date. However, worker's demoted for disciplinary reasons shall be subject to a new probationary period.

13.4 Work Out of Classification

a. Higher Salary Level

- 1) If a worker is assigned to work on a temporary basis in a position in which the salary level is higher than the worker's current position, the worker will be paid at the appropriate rate of pay, in accordance with Section 14.3.a, above.
- 2) If the temporary assignment is on a part-time basis and the worker continues to work in his or her current classification, the new rate of pay will apply only to time worked in the temporary assignment after five (5) consecutive days.

b. Lower Salary Level

- 1) If a worker is assigned to work on a temporary basis in a position in which the salary level is lower than the worker's current position, the worker will continue to be paid at his or her regular rate of pay, with annual increases as scheduled and no adjustment to the worker's anniversary date.

13.5 Payroll Advancement for Approved Vacations

A worker who is going on an approved vacation may request and receive advance payment of PTO pay, which the worker would receive during his or her vacation. A worker who provides a minimum of two weeks' notice will receive his or her pay no later than his or her last scheduled day of work prior to the time off.

### 13.6 Leave Balances

Paychecks will include the worker's vacation, sick leave and compensatory time balance as of the end of the pay period represented by the paycheck.

### 13.7 Longevity

Commencing July 1, 2000, the Employer shall pay workers at three (3%) percent above their regular hourly rate after fifteen (15) years of service.

### 13.8 Paychecks by Close of Business

The Employer will make paychecks available to workers by close of business on the scheduled payday.

## **ARTICLE 14. BENEFITS**

### 14.1 Insurance

#### a. Medical Benefits

- 1) Agency and Union will form a medical insurance selection process committee with two (2) union members serving on the committee who will provide input to the process of potential changes in insurance providers beginning 2013.
- 2) All regular full-time workers and part-time workers working twenty-four (24) hours or more per week will be covered by the Employer's group health insurance plan. The total cost of the health coverage shall be paid by the Employer for the worker only. Dependent coverage is available at the worker's option at their own expense, except as modified by Section 15.1(a.1), above. Workers working less than twenty-four (24) hours per week are not eligible for Employer paid health insurance.
- 3) Health insurance benefits become effective on the first of the month following date of hire.
- 4) Salud Para La Gente employees shall not be entitled to use any Salud Clinic services for personal health care as the agency provides full coverage by the Employer's group health insurance plan. Dependent use of the Clinic is permissible at the cost of the employee and within the eligibility requirements of the program.
- 5) Reopener during the term of the contract regarding employee use of SPLG services depending upon provider coverage under medical plan redesign.
- 6) The Employer shall reimburse the cost of all premiums, co-pays, and deductibles associated with the enrollment of their spouses and/or dependents in the Healthy Families program for all regular full-time workers and part-time workers working twenty-four (24) hours per week or more.

- 7) Employees receiving reimbursement for healthy families premium benefit will agree to use SPLG services for dependents.
- b. Dental Insurance - The Employer will continue to provide the current dental insurance benefit to all regular full-time workers and part-time workers working twenty-four (24) hours per week or more, at no cost to the worker.
  - c. Vision Insurance - The Employer will provide vision insurance to all regular full-time workers, regular part-time workers working twenty-four (24) hours per week or more, and their dependents at no cost to the worker.
  - d. Life Insurance – The Employer will provide \$100,000 (one hundred thousand dollars) of life insurance and Accidental Death and Dismemberment insurance for each regular full-time and regular part-time worker (scheduled to work 24 or more hours per week), at no cost to the worker.
  - e. Long Term Disability Plan – During the term of the agreement, the Agency shall contract for an optional long term disability plan for employees; however the employees shall be responsible for one hundred (100%) percent of the premium costs.
  - f. The employer will explore the benefits of administering an IRS 124 Flexible Benefits Plan, or a similar plan, which will reduce the Employee's taxable income and allow employees to set aside pre-tax dollars for expenses not covered by the health, dental, and vision plans, and/or for dependent care.

#### 14.2 Malpractice Insurance

- a. The Employer will carry personal property, public liability and malpractice insurance in amounts adequate to protect the Employer and the workers in the event of incurred liability by a worker properly acting within the scope of employment on behalf of the Employer.
- b. The Employer will hold harmless any worker for any act or omission committed within the scope of the worker's duties with the employer, subject to conditions and limitations set forth by the insurance policy, unless it is a criminal, grossly negligent or willful bad act.

#### 14.3 Required Physical Examinations

Any pre-employment physical examination or annual physical examination, including TB and Rubella testing and Hepatitis B vaccination, required by the Employer will be provided at the clinic at no cost to the worker.

The worker has the option to go elsewhere for any required physical examination, at his or her own expense.

#### 14.4 Membership Dues

If any worker is authorized by the CEO or designee, to take membership in community groups or professional associations when participation in such groups is consistent with aims and

purposes of the Employer and where such membership will benefit the Employer in the achievement of its goals, those membership dues will be paid by the Employer.

#### 14.5 Required Training

If a worker is required by the employer to attend any meeting, conference or seminar (separate from licenses, such as CPR, required for the position) intended to improve the worker's skills or knowledge; the fees for such activities shall be paid by the Employer. The worker shall be compensated at his or her regular rate of pay for the time spent traveling to and from attending such training.

#### 14.6 Required Continuing Education

The Employer may pay for the cost and allow paid time off for any continuing education which is required for a worker to be able to continue to perform the functions of his or her position up to the following limits within each fiscal year:

Physician, Dentist	\$1,000	48 Hours
Mid-Level Practitioner	\$750	48 Hours
Dental Hygienist	\$750	48 Hours
RN, LVN, Nutritionist,	\$500	32 Hours
Mental Health Clinician	\$500	32 Hours
Medical Assistant	\$150	8 Hours
Registered Dental Assistant	\$150	8 Hours

The Chief Medical Officer, CEO, or designee, shall approve or deny qualified continuing education requests within two (2) weeks of such requests. Approval for the attendance for the course shall be governed by staff coverage and organizational need.

The employee shall submit documentation of successful completion of the course within 30 days of the course, and shall be reimbursed within two (2) weeks of submitting such receipts.

#### 14.7 Career Development and Tuition Reimbursement

Upon pre-approval of the appropriate Manager/Supervisor and CEO, each worker not receiving reimbursement under section 15.6 above shall receive the maximum benefit of two-hundred and fifty dollars (\$250) for each year of the contract when classes are taken from an accredited educational institution to contribute to the career development of a regular worker and to the worker's general performance with the Employer. Reimbursement will be made only after the successful completion of such a class. (Hardship waivers of this rule may be granted by proper written approval of the CEO, or designee. In the case of advance reimbursement, successful completion shall still be required.)

14.8 Mileage Reimbursement

- a. Any worker who, in the course of his or her employment is required to use his or her personal vehicle will be reimbursed for all mileage traveled for work purposes. Mileage will be paid at the maximum rate allowable for tax purposes by the Internal Revenue Service.
- b. Mileage reimbursement shall be paid on a monthly basis. Approved mileage forms are to be submitted to Finance no later than the tenth working day following the month for reimbursement. Payment shall be within thirty (30) days after receipt of the approved mileage reimbursement form.

14.9 Payment for Travel Outside the County

- a. Workers will receive reimbursement for expenditures incurred during authorized travel outside the county on the basis of actual expenses for work related items as listed in Section 14.9 b. below.
- b. Any worker who, in the course of his or her employment is required to purchase meals due to authorized travel outside of the county will be reimbursed for those meals at the maximum rate allowable for tax purposes by the Internal Revenue Service as issued by the Office of Financial Management in Subsection 10.90.20.
- c. Authority to travel outside the county on official business is obtained from the CEO, or designee, prior to the trip. Authorized travel and conference expenses incurred outside the county are reimbursed by the Employer. Travel outside the State of California must be authorized in advance by the CEO, or designee. For travel out of the county or attendance at a conference, the worker may, upon request, receive an advance of funds sufficient to cover the assignment.

14.10 Required Licenses

- a. The Employer will reimburse employees the cost of licenses and certificates as indicated below for regular full-time and part-time employees, subject to the conditions set forth in this section.
- b. The employer will reimburse employees the cost of the fee for obtaining the following licenses and certificates when required for workers to perform their assigned duties:

Physicians:

Physician State License  
Physician D.E.A. Certificate

Mid-level Practitioners:

Nurse Practitioner - Nurse Midwife Certificate  
Physician Assistant - Physician Assistant State License

Nurses:

Registered Nurse License  
Vocational Nurse License

Mental Health Clinicians:

Marriage and Family Counseling Certificate

Assistants:

Medical Assistants  
Registered Dental Assistants

- c. The employer shall reimburse Staff Dentists for licenses and Certificates equivalent to those provided in this section for Physicians, subject to the conditions set forth in this section. The Employer shall reimburse Dental Hygienists for licenses and certificates equivalent to those provided in this section for Mid-Level Practitioners, subject to the conditions set forth in this section.
- d. Reimbursement under this section shall not include any costs associated with the course work and/or other educational activities necessary to obtain the license or certificate.
- e. The employer's reimbursement contribution provided herein will be prorated based on the employee's percentage of full-time status.
- f. The first time the employer reimburses said fee for each employee will be in the amount of one-half the cost of the fee, whether it be an initial or renewal fee. Thereafter, the employer will reimburse the full cost of the fee. Additionally, the Employer shall reimburse the full cost of licenses and certificates that expire during the term of this agreement on a pro-rated basis for providers, based upon the number of hours worked. These provisions are subject to the other limitations in this section, such as the pro-ration set forth in (d) above.
- g. If a fee becomes due before an employee successfully completes the probationary period, reimbursement will be provided once the employee successfully completes the probationary period and has been employed in the position for a total of one year.

14.11 Retirement Plans

401 (k) Plan

The Employer shall make a matching contribution to each worker's contribution to the Agency sponsored 401(k) plan, up to a maximum of two (2) percent of the employee's base salary per pay period. The plan includes a three (3) year vesting period.

#### 14.12 Timely Reimbursement

The employer shall pay an approved reimbursement owed to a worker no later than two (2) weeks after the date the worker submits a completed and approved written reimbursement request along with all required receipts.

### **ARTICLE 15. PERSONNEL RECORDS AND WORKER EVALUATIONS**

#### 15.1 Personnel Records

- a. Workers' personnel records shall be maintained by the Human Resources Department. The records will be kept confidential in a locked cabinet. Current employees may request access to their personnel files in the presence of a Human Resources Department representative. Appropriate notice, but no less than 24 hours, should be given to the Human Resources Department to allow for file retrieval during regular business hours, unless otherwise required by law. Every file will contain employment documents, worker evaluations, and action forms reflecting status changes, documents required by State and Federal laws, and those required for risk management purposes.
- b. All written and telephone requests for information about current and former workers require the worker's authorization, except when court ordered or required by law. The Human Resources Department shall confirm dates of employment, ending salary, and job title without such authorization.
- c. No document regarding disciplinary action or counseling will be placed in a worker's personnel file without the worker's prior knowledge.

#### 15.2 Worker Performance Evaluations

The purpose of the performance evaluation system is to rate the worker on a regular basis according to their performance factors. The performance evaluation shall be considered in transfers, disciplinary actions, or in the assignment of special duties. The evaluation process shall be consistent, objective and practical. It shall serve as a guide in planning the type of supervision, instruction, training and counseling that may be needed by the worker. Except as provided in Section 6.3 and Section 6.4 of this agreement, a worker shall be evaluated once a year no later than thirty (30) calendar days following the worker's anniversary date of hire. Any proposed changes to the evaluation process are subject to meet and confer obligations.

#### 15.3 Appeal for Evaluation Ratings

- a. If any worker believes his or her rating is improper and disagrees with the supervisor's evaluation, the worker should sign the evaluation indicating disagreement, and within five (5) working days, prepare a written request as follows to the CEO, or designee:
  - 1) Identify the performance evaluation by stating the date of the evaluation, the name of the evaluator and the date of the evaluate meeting;
  - 2) Specify the rating actions or comments with which he or she disagrees on the evaluation, with changes requested;



- 3) Give facts substantiating each change requested and;
  - 4) Keep a copy of the written appeal; send the original to the CEO and copies to the evaluator(s).
- b. Upon receiving the request, the CEO has ten (10) working days to make an appointment with the worker and the evaluator(s) to discuss the appeal. The worker may have a Union Steward present. The CEO, or designee, and/or the worker may call on other personnel to be present for purposes of substantiating information.
  - c. Within the same ten (10) working day period, the CEO must either sustain or change the evaluation of performance and notify the worker and the evaluator(s) of the decision in writing. In case of a change on the evaluation, a revised copy of the evaluation shall be included with decision.
  - d. An evaluation with an overall rating of "met requirements" or "exceeded requirements" cannot be appealed.
  - e. Any regular worker, not in the initial probationary period, has the right to grieve a performance evaluation in which the overall rating is below a "met standards", after using the evaluation appeal procedure. The time line for filing a grievance will begin with the worker's receipt of the final decision from the appeal process.

#### 15.4 Confidentiality of Evaluations

The performance evaluation shall be considered a confidential report and shall be subject to review only by the worker, the evaluator(s), the Human Resources Department, the CEO, or designee, and any person authorized by the worker unless agency is defending itself in a legal action, disclosure is required by licensing board or otherwise required by state and federal law.

### **ARTICLE 16. PERFORMANCE AND DISCIPLINE**

#### 16.1 Progressive Discipline

When and if, in the Employer's view, it is necessary to take corrective action in regard to a worker's performance or conduct, the Employer agrees to use progressive discipline. Constructive efforts will be made by management toward helping workers achieve fully satisfactory standards of conduct and job performance.

#### 16.2 Warning Procedure

Workers may be advised of unacceptable conduct or job performance by warnings which may be either verbal or written and which shall normally come from a supervisor or manager in the worker's chain of command.

However, if no supervisor or manager in the worker's chain of command is present, and if action cannot reasonably be delayed until a supervisor or manager in the worker's chain of command is available, the warning may come from any supervisor or manager. When appropriate, verbal warnings shall precede written warnings, which shall precede more serious disciplinary action.

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. Warnings are not grievable.

If a worker believes a warning received from a manager or supervisor was unjust, that worker may request and will be granted a meeting with the Human Resources Coordinator, or his or her designee, who will discuss the employee's concern and provide the employee a response to that concern.

### 16.3 Adverse Actions - Suspensions, Demotions and Terminations

Adverse actions are proposed in writing by the worker's supervisor and will be carried out upon approval of the CEO, or his or her designee. Adverse action may be taken only after a worker has received two (2) or more written warnings during a twenty-four (24) month period for the same or similar conduct or for gross misconduct on the part of the worker. In the case of gross misconduct, it is not necessary to issue a warning prior to taking an adverse action.

### 16.4 Procedure for Taking an Adverse Action Except for Gross Misconduct

- a. A proposal to the CEO, or his or her designee, for an Adverse Action must be in writing, with copies to the worker and the Union. The proposal shall contain a detailed statement of specific reasons for the proposed action. The worker shall have five (5) working days after the receipt of the supervisor's proposal to provide a written response to the CEO, or his or her designee.
- b. The CEO, or his or her designee, shall make a decision about the Adverse Action within ten (10) working days of receipt of the supervisor's proposal. This decision shall be in writing with copies to the supervisor, the worker, and the Union.
- c. If the CEO, or his or her designee, approves the Adverse Action, the worker shall be informed of his or her right to grieve the action.
- d. No discipline, either warnings or suspensions, shall be used in a subsequent discipline or to deny a promotion if the discipline is over thirty (30) months old as long as there has been no subsequent action for similar conduct.

### 16.5 Suspension

A worker who has received two (2) or more written warnings for the same issue during a twenty four (24) month period and who continues his or her unsatisfactory behavior may be suspended without pay for a period, not to exceed five (5) working days.

A worker who has been suspended for a period of five (5) working days and who, during the following twenty-four (24) month period continues to fail to meet expectations may be suspended for a period in excess of five (5) working days but not to exceed twenty (20) working days. Suspension is an enforced leave of absence without pay for disciplinary purposes or pending investigation of charges made against an employee.

## 16.6 Demotion

Demotion is the reassignment of a worker to a lower-level position which he or she has previously held, and may be done only when a worker is unable to perform adequately the required functions of his or her current classification.

## 16.7 Termination

- a. If a worker has been suspended more than once for a similar offense during a twenty-four (24) month period and continues to fail to meet standards and the supervisor determines that termination is the only feasible course of action, he or she will make a recommendation for termination to the CEO who will take appropriate action.
- b. Notice: At least two (2) weeks notice, or two (2) weeks pay in lieu of such notice, must be given. Notice shall be served in person when the worker is available and accessible at the work site. Otherwise, notice may be served by certified mail. A worker has the right to have union representation present when the notice is served in person. When a worker has requested Union representation, a reasonable effort shall be made to provide a Union steward, or, if a Union steward is not available, a reasonable effort shall be made to provide a Union field representative during such personal service. A worker has the right to decline Union representation during such personal service.

## 16.8 Procedure for Taking Adverse Action in Cases of Gross Misconduct

### a. Gross Misconduct Defined

For purposes of this Agreement, gross misconduct shall consist of:

- 1) fraud, theft or embezzlement;
- 2) being under the influence of alcohol or intoxicating drugs during working hours;
- 3) abusive treatment of the public or coworkers;
- 4) intentional breach of patient confidentiality;
- 5) unexcused absence of three (3) consecutive days or more;
- 6) willful or grossly negligent damage to property or injury to persons;
- 7) falsification of employer records or reports, including, but not limited to, timesheets;
- 8) gross insubordination;
- 9) suspension of job related required licenses(s);
- 10) threat to clients or co-workers;

11) violation of applicable agency policy which applies to this bargaining unit;

12) Sexual harassment, discrimination or retaliation.

13) Physical fighting or physically harming others

b. In cases of gross misconduct, the worker may be suspended without pay or terminated as appropriate.

c. Written notice of disciplinary action must be served on the worker in person or by registered mail prior to the disciplinary action becoming effective if circumstances allow.

#### 16.9 Unwarranted Disciplinary and Adverse Action

Any disciplinary or adverse action found on final appeal to be unfounded will result in destruction of all documentation relating to such action except for otherwise valid documents listed in section 15.1(a).

### **ARTICLE 17. GRIEVANCE AND ARBITRATION PROCEDURE**

#### 17.1 Purpose of the Grievance Procedure

This procedure is to provide a mutually acceptable method for the orderly, prompt and equitable settlement of grievances which fall within the coverage of this procedure. All parties are encouraged to make every reasonable effort to resolve any conflict or dispute informally prior to initiation of a formal grievance. No worker will be subject to disciplinary action or retaliation of any kind for submitting a grievance.

#### 17.2 Scope

A grievance is defined as any dispute or complaint between a worker, a group of workers or the Union and the Employer regarding: disciplinary action, suspension, demotion, discharge, improper implementation of policies, violation of established procedures, discrimination, harassment, expectations of performance beyond job obligations or alleged violations or misapplications of this agreement. This procedure is accessible to all regular workers, with the exception that those workers in the initial probationary period may not grieve dismissal. No grievance may proceed to arbitration without the consent of the Union.

Article 1 Preamble shall not be subject to his grievance procedure.

#### 17.3 Exclusions

Matters subject to statutory appeal procedures or above the authority of the Employer, such as interpretations of provisions of law or regulations of other appropriate authorities, or contractual requirements with other agencies, shall not be subject to this grievance procedure.

#### 17.4 Time lines

Time lines for filing or responding to grievances may be waived or extended only by mutual written agreement between the parties.

#### 17.5 Informal Resolution

Prior to filing any formal grievance, workers are encouraged to meet informally with their supervisor or the person with whom the worker has a concern, and the worker's Union representative, and to make every reasonable effort to resolve the issue informally.

#### 17.6 Right to Representation

Workers shall have the right to present their own grievance or to do so through a representative of their own choice. Grievances may also be presented by a group of workers or the Union. If the grievant is not represented by the Union in the grievance procedure, the Employer agrees to notify the Union of any resolution reached between the Employer and the grievant. No agreement made shall conflict with the terms of this Agreement.

#### 17.7 Grievance Procedure

##### a. Step One (1) - Meeting with Supervisor/Manager

- 1) If a worker is unable to resolve an issue informally, he or she will have fifteen (15) working days after awareness of an incident or action, or at any time for an ongoing condition leading to an alleged grievance, to present the grievance in writing to his or her immediate supervisor. If there is no supervisor or manager, go to Step Two.
- 2) The grievance will cite the specific concern, the factual basis for filing the grievance, and the remedy sought. In addition, the grievance will contain a reference to the section of the agreement, the policy, or established procedure alleged to have been violated or misapplied.
- 3) Upon receipt of the grievance, the supervisor and Human Resources shall meet with the affected employee(s) and thereafter conduct a thorough investigation to determine the facts, which should normally include a meeting with the grievant and his or her representative, and shall issue a written decision to the grievant within ten (10) working days after the grievance is received.
- 4) If the supervisor does not respond within the timeline specified above, the grievant may forward the grievance to the next step in the grievance procedure.
- 5) Grievances involving actions of the supervisor or manager may be filed directly with the Department Head.

b. Step Two (2) -- Meeting with Department Head

- 1) If the grievant is dissatisfied with the supervisor/manager's written decision, in Step One, he or she will have ten (10) working days after receipt of the decision to appeal the decision, in writing, to the Department Head.
- 2) Upon receipt of a grievance at Step Two (2), the Department Head in coordination with Human Resources shall conduct a thorough investigation to determine the facts, including a meeting with the grievant and his or her representative, and the supervisor involved, and shall issue a written decision to the grievant within ten (10) working days after the grievance is received.
- 3) If the department head does not respond within the timeline specified above, the grievant may forward the grievance to the next step in the grievance procedure.
- 4) Grievances involving actions of the Department Head may be filed directly with the CEO, designee, or Human Resources.

c. Step Three (3) - Meeting with the CEO

- 1) If the grievant is dissatisfied with the Department Head's written decision, in Step Two, he or she will have ten (10) working days after receipt of the decision to appeal the decision, in writing, to the CEO, or designee.
- 2) Upon receipt of a grievance, the CEO, or designee, in coordination with Human Resources, shall conduct a thorough investigation to determine the facts, including a meeting with the grievant and his or her representative, and shall issue a written decision to the grievant within ten (10) working days after the grievance is received.
- 3) If the CEO, or designee, does not respond within the timeline specified above, the grievant may forward the grievance to the next step in the grievance procedure.

d. Step Four (4) Mediation

- 1) Any time after Step 3, provided in the Section 18.7(c), is completed; the parties may mutually agree to pursue non-binding mediation. If the parties jointly elect to pursue non-binding mediation after arbitration has been noticed pursuant to Section 18.8, the arbitration process shall be suspended. Within fifteen (15) working days of the parties' agreement to pursue mediation, the Employer and the Union shall jointly select a mutually-acceptable mediator. The mediation deadlines may be extended by the parties' mutual consent.
- 2) The Employer and the Union shall share the cost of such mediation equally, and each bear their own costs. If a party fails to appear for an appropriately-scheduled mediation, that party shall pay the mediator costs.

- 3) If the Union is not satisfied by the outcome of the mediation process under this Section 18.7(d), it shall have ten (10) working days to provide written notice to the Employer of the Union's intent to pursue arbitration, or to reconvene the arbitration process previously suspended.

#### 17.8 Step Five (5) - Arbitration

- a. If a grievance is not satisfactorily resolved at Step Three (3) or Four (4), the Union will have fifteen (15) working days of receipt of the written decision in Step Three (3) or Four (4) to notify the Employer and submit the grievance to arbitration.
- b. If within twenty (20) working days from submission of the grievance to arbitration, the parties have not mutually agreed to name an arbitrator, the parties will request a list of five (5) arbitrators from the State Mediation and Conciliation Service.
- c. Within ten (10) days of the receipt of a list of arbitrators, the parties will select an arbitrator by taking turns striking one name from the list (after flipping a coin to determine who will strike first) until only one name remains.
- d. The hearing shall be scheduled as soon as possible after the selection of the arbitrator.
- e. The cost of the arbitration shall be shared equally by the parties. Any party failing to appear at a scheduled arbitration shall bear responsibility for all costs of arbitration. Each party will be responsible for its own costs for representation at the hearing.
- f. The grievant, his or her Union steward and any worker called as a witness by either party to the arbitration will be released from work, with no loss of pay or benefits for the purpose of attending the hearing, provided that such release time for witnesses shall be coordinated so as to minimize the disruption of normal business operations.
- g. At least five (5) working days prior to the scheduled hearing, the parties will exchange lists of witnesses and copies of any documents to be submitted. The parties will also stipulate to as many facts as possible and to the question or questions to be presented to the arbitrator.
- h. In the case of an alleged violation by the Employer, the Union will be the moving party and will present its case first. In the case of a disciplinary action or other allegation against a worker, the Employer will be the moving party and present its case first.
- i. The arbitrator's decision shall be rendered in writing and shall be final and binding upon both parties.

### **ARTICLE 18. JOB CLASSIFICATIONS**

#### 18.1 Job Descriptions

Each position shall have a written job description, agreed to between the Employer and the Union. Job descriptions may be updated by the Employer, or new job classifications created, after meeting and conferring with the Union, unless the changes are for formatting or

grammatical purposes only. Any new job description shall be deemed agreed to by the Union unless the Union requests to meet and confer within ten (10) working days after receipt of the proposed job description by the Union and any worker currently in a job classification being modified. If the parties fail to reach an agreement, the issue may be grieved pursuant to the Grievance Procedure, beginning with Step 5 (Arbitration). The Union acknowledges that it is not a violation of this Agreement for the Employer to discuss proposed job descriptions with workers covered by this Agreement.

## 18.2 Position Audits

If any regular full-time or regular part-time worker believes that his or her position is incorrectly classified, or that the responsibilities of the position are inadequately described, he or she may request a position audit by the CEO, or designee. Requests for audits shall be handled promptly and through the following procedures:

- a. The worker and the supervisor of the position in question will fill out and submit to the CEO, or designee, a Job Audit Preliminary Questionnaire (Exhibit A). The Preliminary Questionnaire will be available in your Collective Bargaining Agreement under "Exhibit A – Job Audit Preliminary Questionnaire".
- b. Within thirty (30) days after the worker's request is received, the CEO, or designee will review the Preliminary Questionnaire and hold a meeting with the worker, the worker's union representative, and the supervisor of the position in question to clarify and discuss the request.
- c. Within sixty (60) days of the date of the request, the CEO, or designee, will determine if a reclassification is warranted and, if not, provide the worker, the worker's union representative, and the supervisor of the position in question with a detailed written explanation. Within fifteen (15) working days of the date of receipt, the worker or the Union may grieve denial of the request through binding arbitration, as provided in Step 5 of the grievance procedure.
- d. If the CEO, or designee, determines that a reclassification and/or change in pay is warranted, he or she will meet and confer with the Union before implementing any proposed changes. Any reclassification and/or change in salary shall be deemed agreed to by the Union unless the Union requests to meet and confer within ten (10) working days after receipt of the proposed changes. If the parties fail to reach an agreement, the worker or the Union may submit the issue to binding arbitration, as provided in Step 5 of the grievance procedure.
- e. Time lines may be waived or extended only by mutual written agreement between the CEO, or designee, and the worker or the worker's union representative.
- f. If the job audit results in a change in pay, the change will be effective beginning no later than the thirty (30) calendar days after the approval date.



## **ARTICLE 19. CONTINUATION OF PERSONNEL POLICIES THAT PERTAIN TO THIS REPRESENTATIVE UNIT**

### **19.1 Current Policies**

Any current policy in place prior to negotiating this agreement and not specifically addressed by the agreement, will be continued, except the Employer may change its policies as necessary to comply with any statute, regulation, licensing, accreditation or funding requirement or for any other business or operational reason addressed in this Agreement, or as provided elsewhere in this Article 20. The Employer shall provide written notification to the Union prior to such changes and meet with the Union to discuss any such changes prior to implementation, unless laws or funding requirements dictate otherwise. Any proposed change shall be deemed agreed to by the Union unless the Union requests to meet and confer within ten (10) working days after receipt of the proposed change.

### **19.2 New Policies**

If any ne policy(s) are contemplated by the Employer, workers will have the right to participate in discussions of those changes, if the proposed change will impact the workers wages, hours, or working conditions. The Employer will also notify the Union and provide an opportunity to meet and confer, upon request, prior to the implementation of said policy. Any proposed addition shall be deemed agreed to by the Union unless the Union requests to meet and confer within ten (10) working days after receipt of the addition. If the parties fail to reach an agreement, the Union will have the right to appeal to the CEO, or designee, prior to the implementation of said policy. The Union acknowledges that it is not a violation of this Agreement for the Employer to discuss proposed agency policies with workers covered by this Agreement.

### **19.3 Parking Pass**

The employer shall provide employees an annual paid parking pass for the City of Watsonville parking in City of Watsonville parking lots.

### **19.4 Health Insurance Portability and Accountability Act (HIPAA)**

The Employer, Union and employees are required to abide by the privacy of clients or privacy rules pursuant to the Health Insurance Portability and Accountability Act (HIPAA).

## **ARTICLE 20. SEVERABILITY AND SAVINGS**

### **20.1 Severability**

If any article or section of this Agreement is held invalid by operation of law or injunction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected.

### **20.2 Replacement**

In the event that any article or section is held invalid or enforcement or compliance is restrained as described above, the parties will enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

## **ARTICLE 21. MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management, including but not limited to the following:

- a. The determination or modification of the Employer's goals and objectives, including the determination or modification of the nature and scope of the Employer's functions, the determination or modification of the size, number, location and function of the Employer's organizational units or other activities;
- b. The specification and acquisition of apparatus, equipment or other materials, including program materials, and the use of such apparatus, equipment or materials;
- c. The establishment of methods of operation and procedures, including program and patient evaluation procedures and the institution of technological alterations in processes or equipment or both;
- d. The expansion or contraction of the Employer's services generally, or any activity or function specifically, and the determination of appropriate staffing levels within the bargaining unit generally, or any department activity or function specifically;
- e. The direction of the working force, including the right to determine work and duty assignments within the scope of the job classification;
- f. The recruitment, utilization and assignment of volunteers to assist and supplement the regular staff. Such volunteers will not be considered members of the bargaining unit and shall not be paid a salary;
- g. The right to determine the number of hours worked, the schedule of work day, schedule of lunch and break times, the amount of overtime to be worked, if any, and the employee working such overtime;
- h. The right to establish and enforce reasonable rules and regulations pertaining to the conduct and deportment of employees.
- i. The right to contract or subcontract services or programs currently provided by the Employer through workers currently covered by this Agreement.
- j. Under no circumstances shall the Employer be deemed to have waived any of its rights or prerogatives unless expressly so provided in this Agreement.

## **ARTICLE 22. NO STRIKE, NO SLOWDOWN, NO LOCKOUT**

There shall be no strike, slow down or other stoppage of work by workers represented by the Union during the term of this Agreement. However, a refusal by any member of the bargaining unit to cross a picket line sanctioned by the AFL-CIO shall not constitute a violation of this Agreement. Any employee refusing to cross a picket line in accordance with this article will be on unpaid leave status. There will be no lockout of workers by management during the term of this Agreement.

## **ARTICLE 23. CONTRACTING OUT AND BARGAINING UNIT WORK**

### **23.1 Bargaining Unit Work**

Nothing in this Agreement shall be construed so as to give the Union or the workers covered by this Agreement the exclusive right to conduct any of the duties assigned to workers covered by this Agreement. The Employer may use volunteers, independent contractors or management workers to assist and/or supplement the regular staff or to fill vacancies on a temporary basis.

### **23.2 Contracting Out**

The Employer agrees that it is generally preferable to have work performed by bargaining unit workers instead of contractors. If the Employer believes that it is necessary to the long-term viability of the Agency to contract out work customarily performed by members of the bargaining unit, the following procedure will apply:

- a. The Employer will provide a minimum of twenty (20) working days written notice to the Union.
- b. The notice will contain the Employer's proposal, including the complete justification for the intended action.
- c. The Employer will meet with the Union, upon request, to discuss the proposal and seek alternatives to contracting out the work.
- d. The Employer agrees to make every effort to find appropriate alternate work for workers affected by contracting out.

## **ARTICLE 24. SUCCESSORSHIP**

This Agreement shall be binding upon the successors of the Employer, during its term, in the same fashion and to the same extent as it is binding on the Employer. The term "successors" means any purchaser of the agency or the facility, if such purchaser conducts or will conduct a similar operation or offer similar services. The term "successor" shall also include the merger of the Employer with any other entity for the purposes of continuing operations. The Employer agrees that it will disclose to any successor employer the existence of this Agreement and this successorship clause, and agrees further that it shall condition any purchase or merger of the agency or the facility upon an express agreement by the successor employer to adopt and apply, for its remaining term, this Agreement.

The Employer agrees that if the Employer intends to enter into a purchase or merger of the agency or the facility, it shall give the Union ten (10) days written notice of that action, which notice shall contain the name and address of the successor and the name of the principal executive officer of that organization.

## **ARTICLE 25. AGENCY EXPANSION PLANS**

As a courtesy, the Agency will inform the Union of significant changes in the Agency's growth plans, when it determines its proprietary interests shall not be impaired by such disclosure. Any such discussions shall not be subject to the meet and confer process.

## **ARTICLE 26. UNIFORMS/DRESS CODE**

When the Agency requires the use of scrubs or lab coats as a mandatory dress code, the agency will provide up to five (5) sets of scrubs per year and two (2) lab coats per year per employee.

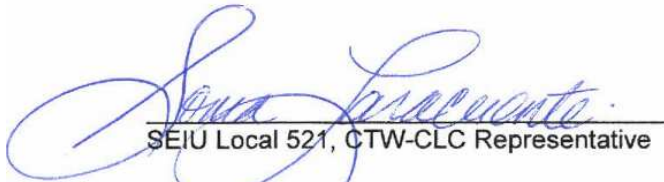
## **ARTICLE 27. TERM OF AGREEMENT**

This Agreement shall be effective upon ratification by the parties and shall remain in effect for two (2) years from the first (1st) day of July, 2011 until the thirtieth (30th) day of June, 2013 and shall be automatically renewed from year to year, thereafter, unless either party serves the other party written notice of intention to terminate or modify said Agreement at least ninety (90) calendar days prior to the expiration of the term or any extended term of the Agreement. This Agreement replaces all prior Agreements.

**SIGNATURES**

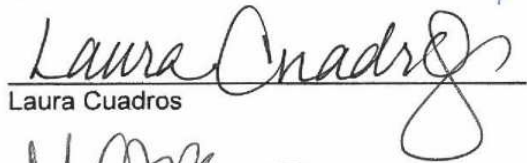
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INTERNATIONAL UNION,  
LOCAL 521, CTW-CLC**

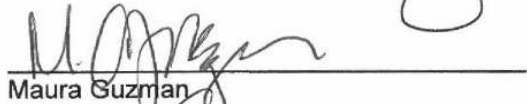
**SALUD PARA LA GENTE**

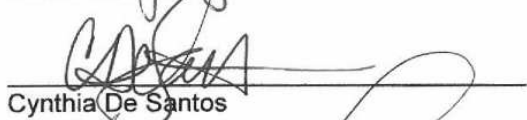
  
SEIU Local 521, CTW-CLC Representative

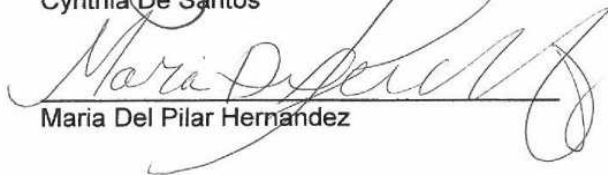
  
Dr. Zettie Page, CEO Salud Para La Gente

  
Nick Sandoval

  
Laura Cuadros

  
Maura Guzman

  
Cynthia De Santos

  
Maria Del Pilar Hernandez

**Appendix A Salary Schedule**  
**Effective July 1, 2011 – June 30, 2013**

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Billing Clerk	16.80	17.64	18.52	19.45	20.42
Chief Referral Specialist	16.15	17.09	18.08	19.13	20.25
Community Health Outreach Worker I	19.22	20.34	21.53	22.78	24.11
Community Health Outreach Worker II	17.32	18.33	19.40	20.53	21.72
Custodian	13.11	13.80	14.60	15.45	16.35
CPHW 1	16.29	17.24	18.24	19.30	20.42
CPHW 2	17.28	18.29	19.35	20.48	21.67
Dental Assistant	16.78	17.75	18.78	19.88	21.03
Dental Hygienist	35.00	37.03	39.19	41.47	43.88
Dental Sterilization Specialist	13.56	14.35	15.18	16.07	17.00
Facilities Services Coordinator	18.74	19.83	20.98	22.20	23.49
Health Educator I	19.22	20.34	21.53	22.78	24.11
Health Educator II	20.97	22.19	23.48	24.85	26.29
Licensed Vocational Nurse	20.00	21.16	22.40	23.70	25.08
Lead Medical Assistant	18.39	19.46	20.59	21.79	23.06
Lead Dental Assistant	19.97	21.14	22.37	23.67	25.05
Medical Assistant I	13.56	14.35	15.18	16.07	17.00
Medical Assistant II	16.78	17.75	18.78	19.88	21.03
Medical Records Technician	17.26	18.27	19.33	20.46	21.65
Mental Health Clinician I	23.10	24.45	25.87	27.37	28.97
Mental Health Clinician II	25.37	26.84	28.41	30.06	31.81
Mental Health Community Worker	23.87	25.26	26.73	28.28	29.93
Mental Health Therapist I	28.63	30.29	32.06	33.92	35.90
Mental Health Therapist II	31.00	32.80	34.71	36.73	38.87
Mid-Level Practitioner	35.00	37.03	39.19	41.47	43.88
Meal Server	11.38	12.04	12.74	13.49	14.27
Nutritionist	24.92	26.37	27.91	29.53	31.25
Optician I	13.56	14.35	15.18	16.07	17.00
Optician II	16.78	17.75	18.78	19.88	21.03
Optometry Assistant	13.56	14.35	15.18	16.07	17.00
Patient Account Representative	16.78	17.76	18.79	19.89	21.05
Patient Service Coordinator	14.23	15.06	15.94	16.86	17.84
Peer Educator I	9.50	10.05	10.64	11.26	11.91
Peer Educator II	11.89	12.58	13.31	14.09	14.90
Pharmacy Technician I	15.83	16.76	17.73	18.76	19.85
Pharmacy Technician II	17.73	18.77	19.86	21.01	22.24
Physician	64.54	68.30	72.27	76.48	80.93
Physician – OB/GYN	85.36	90.33	95.58	101.15	107.03
Program Assistant	12.98	13.74	14.54	15.39	16.28
Registered Dental Assistant	18.21	19.27	20.39	21.58	22.84

Registered Nurse	29.42	31.13	32.94	34.86	36.89
Social Work Assistant	20.46	21.65	22.91	24.25	25.66
Staff Dentist	61.62	65.21	69.00	73.02	77.27
Student Intern Trainee/Fiscal Dept.	10.02	10.60	11.22	11.88	12.57
Telephone Operator.	14.23	15.06	15.94	16.86	17.84
Therapy Aide	12.98	13.74	14.54	15.39	16.28

## **Appendix B Exempt Classifications**

The following job classifications are exempt from the overtime requirements of the Fair Labor Standards Act:

**Dentist**

**Dental Hygienist**

**Physician**

**Mid Level Practitioner**



**Appendix C  
Promotional Classifications**

The following groups of job classifications are considered promotional series:

COMMUNITY HEALTH OUTREACH WORKER I COMMUNITY HEALTH OUTREACH WORKER II
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MEDICAL ASSISTANT I MEDICAL ASSISTANT II
---

MEDICAL RECEPTIONIST I MEDICAL RECEPTIONIST II
---

MEDICAL RECORDS CLERK MEDICAL RECORDS ASSISTANT
--

MENTAL HEALTH CLINICIAN I MENTAL HEALTH CLINICIAN II
---

PEER EDUCATOR I PEER EDUCATOR II
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**Exhibit A**  
**Job Audit Preliminary Questionnaire**

SALUD PARA LA GENTE JOB AUDIT PRELIMINARY QUESTIONNAIRE

The purpose of this questionnaire is to determine if a complete job audit is necessary at this time. It is important to remember that:

1. A modification of a job description does not necessarily mean a change in pay level; and
2. Only those duties required by the job classification will be considered. This means that self-assigned responsibilities may not affect the job classification.

Please answer the following questions using additional sheets of paper:

Your Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

How long have you had this job? \_\_\_\_\_

How long have you supervised this job? \_\_\_\_\_

1. Please list and describe the MAJOR areas of responsibility that are not included in the current job description. A copy of the current job description is attached for easy reference.
2. Please list and describe anything in the job description that in your opinion does not accurately or completely describe the major duties and responsibilities required by the job.
3. Please list and describe any MAJOR duties and responsibilities that are in the current job description, but that you believe should be deleted because they are no longer part of the job or should not be in your job description.
4. Please review the skills and knowledge required by this job. Are there any skills and knowledge that should be added, deleted, or otherwise changed?
5. What do you think are the things that have caused or contributed to the above mentioned changes in the job description?

**Exhibit B**

**Reimbursement Rates for Lodging, Meals, and Privately Owned Vehicle Mileage**

Please check <http://www.irs.gov/pub/irs-pdf/p1542.pdf> for updated rates

<b>Current Rates - 2011</b>							
<b>Maximum Allowable Lodging Rates</b>							
<b>Non High-Cost Locations</b> (In State and Out-of-State)							
Maximum rate = \$77 / night plus tax							
Exception to maximum rate = \$184.50 / day $\{(77 + 46) \times 1.50\}$							
<b>High-Cost Locations.</b> For rates for individual high cost locations in the Continental USA, refer to the U.S. General Services Administration website at: <a href="http://www.gsa.gov">www.gsa.gov</a> .							
<b>Meal Rates</b> (including taxes and tips and incidental expenses)							
<b>Non High-Cost Locations</b>			<b>High-Cost Locations</b>				
Breakfast	\$11.00		\$13.00	\$14.00	\$15.00	\$16.00	<b>\$18.00</b>
Lunch	14.00		15.00	17.00	18.00	20.00	<b>21.00</b>
Dinner	21.00		23.00	25.00	28.00	30.00	<b>32.00</b>
Totals	\$46.00		\$51.00	\$56.00	\$61.00	\$66.00	<b>\$71.00</b>
<b>Non High-Cost Per Diem Rate</b>							
Daily rate = \$123.00 / day = Non high-cost lodging rate (\$77) + Non high-cost meals rate (\$46)							
Hourly rate = \$123.00 / 24 hours = \$5.13 per hour							
<b>Privately Owned Vehicle (POV) Mileage Rate = \$.55/ mile</b>							
<b>Privately Owned Motorcycle Mileage Rate = \$.305 / mile</b>							