

COLLECTIVE BARGAINING AGREEMENT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1021

LOCAL 1021

and

Bayview Hunters Point Foundation

SEIU

Stronger Together

January 1, 2015 through December 31, 2017

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Agreement

This Agreement is entered into this 1st day of January, 2012 by and between the Bayview Hunters Point Foundation (hereinafter called the "Employer") and Service Employees International Union, Local 1021 (hereinafter called the "Union").

ARTICLE 1. RECOGNITION

Pursuant to the certification of the National Labor Relations Board (NLRB) in NLRB Case No. 20-RC-17196, the Employer recognizes Service Employees International Union, Local 1021 as the exclusive bargaining unit representative for all employees in the classifications referenced in such case.

DEFINITION OF WORK STATUS:

- a. Regular Full-Time: A regular full-time employee is one who is regularly scheduled to work thirty (30) to forty (40) hours per week.
- b. Regular Part-Time: A regular part-time employee is one who is regularly scheduled to work twenty nine (29) hours or less per week.

ARTICLE 2. UNION SECURITY

Section 1.

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

Section 2.

Notwithstanding any provision of this Article, an employee hired subsequent to the effective date of this Agreement who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting Unions shall be exempt from the Union membership and/or equivalent service fee requirements of this Article; provided however, that such

an employee shall be required in lieu of compliance with this Article to pay sums equal to the regular Union dues to any of the three charitable funds listed below that are exempt from taxation under Section 501©(3) of the International Revenue Code:

1. United Way
2. NAACP
3. Legal Services for Children, Inc.

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

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

Section 3. Dues Deduction

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

Section 4 Dues Delinquency

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

Section 5. New Hires

The Employer will supply the Union with information on bargaining unit employees who are newly hired, and terminated or promoted out of the bargaining unit including: name, classification, address, date of hire, and or date of termination/promotion. This information shall be provided to the Union at least every sixty (60) days or when a new employee is hired into the Bargaining Unit, even if only to inform the Union that there has been no "activity".

Section 6. Hold Harmless

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

ARTICLE 3. DISCRIMINATION

Section 1. Equal Opportunity

The Employer, the Union and the employees agree that all employees and applicants for employment are entitled to fair and equitable treatment and employment opportunities in aspects of employer-employee relationships, discipline, pregnancy, promotion, transfer, layoff, recall, veteran's status, without regard to race, ancestry, color, religion, sex, national origin, age, sexual orientation, gender identity, marital status, physical or mental impairment, Union activity, or political affiliation.

Section 2. Sexual Harassment

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

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

ARTICLE 4. GRIEVANCE PROCEDURE

Section 1.

In the event a dispute arises with reference to the interpretation or enforcement of this agreement, the following procedure shall be followed, provided that the matter be presented to grievance within fourteen (14) calendar days of discipline or discharge and Thirty (30) calendar days for issues involving interpretation or application of this Agreement, otherwise the right to grievance is lost. The purpose of the procedure set forth below is to provide Bayview Hunters Point Foundation, the employees, and the Union an orderly means of resolving disputes which may arise between them.

Section 2.

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

Section 3.

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

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

Step 3. If the grievance is not satisfactorily resolved in Step 2, or if no answer is given within the time specified, the Union may, by written notice to the Executive Director within seven (7) calendar days for discipline or discharge and fourteen (14) calendar days for issues involving interpretation or application of the Agreement after the Step 2 response, or on the last day which the answer was due if none was given, request that the grievance be submitted to the Personnel Committee of the Board. The Personnel Committee shall furnish the Union a written response within fourteen (14) calendar days of the meeting with the aggrieved party. If the matter is not resolved, it shall proceed to Step 4, if the Union so requests in writing within fourteen (14) calendar days of the Personnel Committee of the Board's written response or if no response is given, the date the response was due.

Step 4. If there is a timely request for arbitration, the parties will attempt to agree upon an impartial arbitrator. In the event the parties are unable to agree upon an impartial arbitrator, then either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS) within twenty-one (21) calendar days of the notice requesting arbitration to select an arbitrator to hear and resolve the grievance.

The parties shall flip a coin to determine which party will strike the first name from the panel, and then shall proceed. The arbitrator selected shall hear the grievance as soon as possible.

No individuals holding or seeking political office will be eligible as an arbitrator.

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

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

Section 4. Expedited Arbitration

- 1) All efforts shall be made prior to the hearing to stipulate to the facts and the evidence to the record;
- 2) The parties shall at their own expense, if they choose to do so use an attorney of their own choosing to represent them during this hearing. The parties may also agree jointly to not have attorneys participate in this process
- 3) There shall be not stenographic record of the proceedings;
- 4) Only oral closing arguments shall be used, no briefs will be permitted to be filed;
- 5) Only a bench decision shall be required. The arbitrator may write a one page decision if so greed by the parties.

ARTICLE 5. WORK SCHEDULE

Section 1. Work Week

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

Section 2. Work Day

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

Section 3. Payday

All non-exempt and exempt employees will be paid on the 7th and 22nd day of each month. If the payday falls on a Saturday or Sunday, paychecks will be issued on the previous business day. The Employer will make every effort to issue all checks no later than 1:00 p.m. on payday. All check stubs will exhibit up to date accrued vacation and sick hours. All non-exempt employees shall be paid eight (8) hours of pay for eight (8) hours worked as required by FLSA.

ARTICLE 6. SELECTION AND HIRING

Section 1. Job Posting

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

Section 2. Selection and Hiring Criteria

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

Section 3. Advertising for Vacant Positions

- A. Advertising for vacant bargaining unit positions will begin within seven (7) calendar days after Job Postings expire.
- B. Advertisements for vacant bargaining unit positions will run according to a schedule that will be based on applicant response and budgetary resources.
- C. Resumes from applicants will be forward directly to Directors and Coordinators of programs, for review.

ARTICLE 7. SENIORITY AND LAY-OFF

Section 1. Seniority

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

Section 2. Lay-off and Recall

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

hired and working under said affected contract and program will be impacted.

- B. The Employer shall endeavor to give employees thirty (30) calendar days notice (unless the employer is given less notice during funding negotiations or in the event of an unforeseen emergency or catastrophe), prior to the effective day of layoff. Except in the case of emergency, there shall be at least thirty (30) calendar days notice given to the Union prior to the layoff of any bargaining unit employees.
- C. Employees shall not accrue seniority while on layoff, but shall not forfeit previously accrued seniority and benefits as defined in the terms of this Agreement. In the event of recall within one (1) year of layoff, or rehire, an employee's years of service shall continue from the date of return to service or rehire.
- D. Employees on layoff shall be responsible for informing the Employer of their current address and telephone number while on layoff.
- E. Unit, Program and Clinical Coordinator. The filling of any vacant Unit, Program and Clinical Coordinator positions will be at the sole and exclusive discretion of the Employer. Any demotion, reassignment, discharge or removal of employees in this classification will follow progressive discipline guidelines and will be subject to the grievance procedure. Unit, Program and Clinical Coordinators shall have access to contracts and projected Unit of Service (U.O.S.) pertaining to their unit, and may offer feedback based thereon.
- F. Employees who were eligible for recall shall be sent notice of recall, by certified or registered mail with a copy to the Union: provided that, the Employee must notify the Employer of his/her intention to return within three (3) business days after receiving notice of the recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Employee. It is the obligation and responsibility of the Employee to provide the Employer his/her latest mailing address.
- G. **Voluntary lay-off:** In the event of a layoff, volunteers may be accepted prior to the imposition of involuntary or reduction in hours.

ARTICLE 8. UNION STEWARDS & REPRESENTATION

A. Official Representatives

1. The Union will notify the Employer in writing of the duly authorized Union Representative. The duly authorized representative of the Union will be permitted reasonable access for the purpose of seeing that the terms and conditions of the Agreement are being observed. The Union Representative will exercise this right in a reasonable manner and will not disrupt the operation of the Employer. The Union Representative shall be permitted to meet with bargaining unit employees away from clients in a non-work area during breaks and other non-work time.
2. The Union Representative will notify the Program Director or designee immediately upon his/her entrance to a work location.

B. Stewards

1. For purposes of representation, the Union may designate up to four (4) employees to act as Stewards and one (1) additional employee to serve as the Chief Steward. The Union shall furnish the Bayview Hunters Point Foundation with an accurate list of shop stewards. An employee has no status as a Steward unless the Bayview Hunters Point Foundation has received verification in writing from the Union that the employee is a steward in a given area. The Union will notify the Employer in writing of any changes in the list.
2. The Parties recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest level. The Stewards may advise employees of their rights, responsibilities and options under this Agreement but shall not assume the role of supervisor.
3. Upon notification of an appropriate management person, stewards and designated officers of the Union subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and represent fellow employees in investigatory interviews conducted by the employer.
4. Shop stewards shall not interfere with the work of any employee.
5. Any meeting of shop steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.

6. Bulletin Board. The Employer agrees to provide space on an existing bulletin board at each work location covered by this Agreement or if not available, wall space which the Union may use to post notices of official Union business as it pertains to the employees of Bayview Hunters Point Foundation. The Union bulletin board or space shall be located in a staff-oriented area. The space provided will be maintained by the Union. The Union assumes all responsibility for the material contained by the Union. The Union assumes all responsibility for the material contained in its notices and the postings shall be official correspondence from the Union.

The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to clients.

ARTICLE 9. WAGES/SALARIES

The Bayview Hunters Point Foundation proposes to provide SEIU members who have been gainfully employed with the agency for more than six months with a 2% (COLA) salary increase effective July 1, 2015. Said salary increase will be passed on to SEIU members once the contract with the San Francisco Department of Public Health is fully executed and certified. This Section of the Agreement shall be reopened in June 2016 and 2017, for the purpose of determining the allocation of the "Cost of Doing Business increase that is scheduled to begin in FY 2016-2017 and FY 2017-2018.

Counselors within the Substance Abuse Program will receive the following one time increase.

1. Senior Counselor -\$1.75 per hour increase (11% increase).
2. Counselor - \$1.75 per hour increase (11% crease).
3. This increase is based upon the elimination of one counselor's position.
4. With the elimination of this position the remaining four counselor agree and understand that their caseload will increase to a maximum of 50 clients each.

ARTICLE 10. OVERTIME/COMPENSATORY TIME

Each position with Bayview Hunters Point Foundation will be classified as non-exempt or exempt and this designation will be made clear to employees at the time of hiring.

Section 1. Non-Exempt Employees

- A. All employees covered by this Agreement who are employed in a non-exempt capacity (as defined in the requirements of the Federal Fair Labor Standards Act of the California Labor Code) will be paid overtime at the rate of one and one-half (1 ½) times the employees regular rate of pay for all hours worked in excess of forty (40) hours in any one work week (Monday through Sunday) and for the first four (4) hours in excess of eight (8) hours in any one work day.
- B. Overtime at two (2) times the regular wage is paid for all hours worked in excess of twelve (12) in one workday.
- C. Part-time employees shall not be required to work beyond their normal weekly schedule with no threat of negative consequences from their supervisor for not accepting additional hours.
- D. Employees must have prior approval from their immediate supervisor before working any overtime.

Section 2. Exempt Employees

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

ARTICLE 11. BENEFITS

Section 1. Group Health Insurance

Regular full-time and regular part-time employees who work at least twenty (20) hours per week are eligible for group medical and dental insurance on the first of the month following completion of three full calendar months of employment. Full-time employees (30 hours or more per week) shall be eligible to have coverage for their spouse, registered domestic partner and eligible dependents. Such coverage shall be paid for jointly by the Employee and the Employer.

Part-time employees (20 to 29 hours per week) shall be eligible for employee only coverage, paid for jointly by the Employee and the Employer. Such employees may cover their eligible dependents, spouse, or registered domestic partner through self-pay of premiums.

Effective September 1, 2003, employees will be responsible for paying a portion of their health benefits coverage, based on plan of choice. Semi-monthly payroll deductions will be made for health benefits coverage according to the following share of cost Schedule. As insurance premiums increase, employees will be responsible for the difference between the current rates and the increased rates:

KAISER PLAN	Foundation Pays (Monthly)	Employee Pays (Monthly)
Employee Only	\$602.09	Zero (0)
Employee +1	\$1,204.19	\$602.10
Employee +2	\$1,703.92	\$1,101.83

The employer's existing dental plan will be maintained for individual and family coverage.

Bayview Hunters Point Foundation shall pay the cost of enrolling dependent children not otherwise covered by the benefits section of this Agreement into the Kaiser Kids Health Plan. Invoice for Kaiser Kids Health Plan coverage will be forwarded directly to the Foundation's Benefits Manager for processing.

Section 2. Life Insurance

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

Section 3. Retirement Plan

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

Section 4. Workers' Compensation

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

Section 5. COBRA Benefits

Any employee, upon separation of service from Bayview Hunters Point Foundation, shall be given the option of continuing his/her medical and dental benefits, according to COBRA guidelines.

Section 6. Longevity Pay

Effective January 1, 2004, employees shall receive an \$80.00/month bonus on top of the base pay beginning on the employees' third anniversary of their date of hire. Effective January 1, 2007 employees shall have the option to have this pay included in their regular earnings or have it deferred to a 401K Plan.

ARTICLE 12. HOLIDAYS, VACATIONS, SICK LEAVE

A. Holiday Schedule:

Section 1. Fourteen (14) Holidays

1. New Year's Day (January 1 st)
2. Dr. Martin Luther King, Jr.'s Birthday (3 rd Monday in January)
3. President's Day (3 rd Monday in February)
4. Cesar Chavez Holiday (1 st Monday in April)
5. Memorial Day
6. Independence Day (July 4 th)
7. Labor Day (1 st Monday in September)
8. Columbus Day

9. Veteran's Day
10. Thanksgiving Day (Last Thursday in November)
11. Friday after Thanksgiving Day
12. Christmas Day (December 25 th)
13./14. Two Floating Holidays*

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

Section 2.

All paid holiday time off shall be pro-rated by percentage of Full-Time Equivalent (F.T.E.) scheduled.

Section 3. Holidays during Vacation

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

Section 4.

If a Foundation-observed holiday falls on a regular employee's day off, that employee shall receive an in lieu day (an additional day off with pay at the employee's regular hourly rate). The in lieu day shall be arranged within the calendar year by mutual agreement between the Program Director of designee and the employee, or the employee can choose to take his/her next regularly scheduled work day off, with pay.

Section 5.

When a holiday falls on a Saturday or Sunday, respectively, the preceding Friday or the following Monday shall be observed.

B. Vacation

Section 1.

After employees complete the six months probation, they will accumulate vacation credits from the date of hire (pro-rated by percentage of Full-Time Equivalent [F.T.E.] scheduled) as follows:

YEARS OF SERVICE	PAY PERIOD ACCURAL RATE	YEARLY ACCURAL RATE
0-2 years	3.34 Hours	10 Days
3-6 Years	5.00 Hours	15 Days
7-9 Years	6.67 Hours	20 Days
10-14 Years	8.33 Hours	25 Days
15 Years & Over	10.00 Hours	30 Days

Section 2.

Vacation may accrue up to a maximum of thirty (30) days. The maximum number of days of accrued, unused vacation balance shall be as follows:

YEARS OF SERVICE	MAXIMUM ACCURAL
2 Years or Less	10 Days
3-6 Years	15 Days
7-9 Years	20 Days
10-14 Years	25 Days
15 or More Years	30 days

C. Sick Leave

Section 1.

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

Section 2.

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

Section 3.

Sick leave pay is available only if the employee or the employee's immediate families who reside in the employee's household are in fact ill, disabled or injured. The Employer may request proof of illness, a note from a health care provider, before paying sick leave.

Section 4.

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

Section 5.

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

Section 6.

Employees who are unable to report to work due to personal or dependent illness or injury must contact their supervisor as soon as possible and no later than the time he or she is schedule to report to work. If an employee becomes sick during the day, the supervisor must be notified before the employee leaves work.

Section 7.

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

Section 8.

An employee may forfeit Sick Leave pay or be subject to discipline for failure to comply with the foregoing.

ARTICLE 13. LEAVES OF ABSENCE

Section 1. Family Medical leave Act (FMLA)

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

Section 2. Personal Leave of Absence

A personal leave of absence without pay may be granted to a regular full-time employee who has completed one (1) year of employment, upon written request at least one (1) month in advance (except in case of emergency), subject to the approval of the Program Director. Such leave may be granted up to ninety (90) calendar days.

Section 3. Bereavement Leave

Employees may be granted no more than five (5) working days per event with pay when absent because of death of an immediate family member. The immediate family includes spouse, domestic partner, child, parent, grandparent, aunt, uncle, grandchild, in-laws, brother, sister, significant other, or any member of the employee's immediate household.

Section 4. Jury Duty/Witness Leave

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

Section 5. Military Leave

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

Section 6. Pregnancy Leave

Employees shall be entitled to a leave of up to four (4) months with no restrictions based on length of employment other leaves shall be handled in accordance with the FMLA.

Section 7. Notification

The Employer shall supply the Union with names, addresses, classifications and work program of employees hired or terminated within fifteen (15) work days of their hiring or termination. Upon written request from the Union and no more than once a calendar year, the Employer will provide a hard copy to the Union with names, addresses, telephone numbers, social security numbers, classifications and work program of employees covered under this Agreement.

Section 8. Education Leave

- A. The Employer may allow employees to attend, during normal working hours, workshops, seminars, conferences and training sessions, which are work-related. The fees for workshops, seminars, conferences, home study courses and training sessions, public transportation cost and/or mileage at the current IRS rate, parking costs and toll charges, may be paid by the Employer if the program budget has allowances for such activities.
- B. In accordance with the current practice, any employee who is approved for education leave will continue to receive his/her regular salary.
- C. A maximum total of \$2,500 shall be allocated per contract year for the duration of the contract for education reimbursement (i.e., tuition, CEIU, etc.). The Foundation shall reimburse employees for educational tuition expenses up to a total of \$200.00 per year, per employee (not to exceed the maximum fund of \$2,500) in connection with attendance at classes offered by local colleges and universities or any other applicable training institution as follows:

Description of the course

Statement of Fee

Description of relationship between course and employee's duties, within the Foundation and dates and times of attendance.

The department director shall review the employee's request and forward the request to the Executive Director.

The Executive Director shall approve or disapprove the employee's request. The request shall not be unreasonably denied.

At the completion of the course, the employee shall present a tuition receipt and verification of completion to the Department Director. Satisfactory completion shall constitute a grade of "C" or better, or a pass. In the case where a grade is not given, an employee shall submit documentation to support completion. If an employee fails to satisfactorily complete a course, s/he may repeat the course and upon satisfactory completion shall be eligible for reimbursement.

Section 9. Training

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

Section 10. Leaves of Probation

An employee's probationary period will automatically be extended by the duration of any leave of absence. Employees do not accrue vacation, sick leave or other benefits during a leave of absence.

ARTICLE 14. PROFESSIONAL PRACTICE COMMITTEE

- A. Committee: The Employer and the employee's bargaining unit SEIU Local 1021, recognize a mutual interest in securing efficient operations and providing quality client service. Therefore, a Professional Practice Committee shall be established.
- B. Intent: The Professional Practice Committee may recommend measures objectively to improve client services, consider health and safety issues, efficiency improvements and measures to enhance communication between management and staff.
- C. Composition: The Professional Practice Committee shall be composed of up to three (3) bargaining unit union members and three (3) management employees. Participants from the bargaining unit shall be elected by the bargaining unit membership. The Executive Director of the Employer shall appoint management employees. Only employees of the Employer (management and bargaining unit) shall participate in the Committee.

- D. Regular Meetings: The Professional Practice Committee shall schedule quarterly meetings not to exceed three hours. The Committee shall prepare an agenda and keep minutes of all regular meetings.
- E. Objective: The objective of the Professional Practice Committee shall be:
1. To consider constructively the professional practices of the program staff.
 2. To work constructively for the improvement of quality care and program practices.
 3. To recommend to the management of the agency ways and means to improve client services.
 4. To recommend and cooperate with the management of the agency in effecting cost control, productivity and matters relating to staffing.
 5. To facilitate communication between management and staff.
- F. Limitations: The Committee shall not discuss matters directly subject to collective bargaining or the Union Agreement. The Committee's activities are advisory to the management of the agency and are not subject to the grievance procedure contained herein.

ARTICLE 15. DISCIPLINE AND DISCHARGE

Section 1.

An employee who has successfully completed the probationary period of six (6) months will not be disciplined or discharged without just cause. All cases of discipline or discharge beyond the probationary period shall be subject to the grievance and arbitration procedures of this Agreement. Just cause includes, but is not limited to:

1. Unsatisfactory quality or quantity of work;
2. Excessive absenteeism & tardiness;
3. Physical violence or threats of physical violence;
4. Intoxication during work hours;
5. Unethical relationships with clients;
6. Gross Misconduct.

Section 2 (DELETE CURRENT AND REPLACE WITH)

The DISCIPLINARY PROCESS WILL BEGIN WITH A MEETING BETWEEN THE Employee and the Supervisor; this meeting shall include a Union

Representative if requested by the Employee. Based upon the outcome of this meeting one of several courses may follow:

1. Nothing, upon mutual agreement and in writing all parties shall sign a statement that the incident in question is in fact dropped
2. Verbal Warning with specific instructive steps on how to prevent a reoccurrence of the issue;
3. Written Warning with specific instructive steps on how to prevent a reoccurrence of the issue;
4. Suspension, with specific instructive steps on how to prevent a reoccurrence of the issue;
5. The Employer may proceed directly to termination for gross misconduct which may include but is not limited to physical violence or threats of physical violence, or for misconduct that constitutes a hazard or danger to clients or staff.

All disciplinary action other than for probationary Employees may be reviewed in accordance with the grievance procedure.

ARTICLE 16. COMPLETE AGREEMENT

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

ARTICLE 17. PERSONNEL POLICIES

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

ARTICLE 18. MANAGEMENT RIGHTS

It is mutually agreed that it is the Employer's exclusive duty and right to manage the operations of the Employer and to direct the work forces. This right includes, but is not limited to, the right to determine the number and location of facilities, determine the size of the work force, set personnel policies, hire, transfer, promote, demote, schedule, determine job content, reclassify, layoff, discipline or

discharge employees, and to contact out work, subject to the conditions provided herein or mandatory subjects of bargaining.

If the Employer exercises any of its management rights, upon request, the Employer will meet and confer with the Union regarding the impact and effects thereof.

ARTICLE 19. RIGHT TO PRIVACY IN THE WORKPLACE

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

Inspection and Searches on Bayview Premises:

1. Purpose of the Guidelines

Bayview believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the success of Bayview's business. Bayview also intends to protect against the unauthorized use and removal of Bayview property and to assure its access at all time to Bayview property, equipment, records, documents, computers, and files. Accordingly, Bayview has established this Guideline concerning inspections and searches on Bayview premises. This Guideline applies to all employees of Bayview.

2. Definitions

For purposes of this Guideline:

- A. "Prohibited materials" means firearms or other weapons; explosives and or hazardous materials or articles; illegal drugs or other controlled substances as defined in Bayview's Drug-Free Workplace Guideline; including drug-related paraphernalia; and alcoholic beverages on Bayview premises that you are not authorized to have in your possession.
- B. "Bayview property" includes all documents, records, software, and files relating to Bayview's business; and all equipment, hardware, and other property of any kind, whether owned, leased, rented, or used by Bayview.
- C. "Bayview premises" includes all premises and locations owned or leased by Bayview or under the control of Bayview, including parking lots, lockers, and storage areas.

- D. "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believe to be reliable.
- E. "Possession" means having the substance on Bayview property or on one's person or otherwise under one's control.

3. Grounds for Inspection or Search

Inspections and searches may be concluded if, in the opinion of the Program Manager, reasonable suspicion exists that one or more persons is engaged in unlawful substance abuse or authorized use of Bayview's property.

4. Disciplinary Action

- A. If you are found to be in possession of prohibited materials in violation of this Guideline and/or in violation of Bayview's Guideline on Removal of Bayview Property, Drug-Free Workplace Guideline, or if you are found to have used Bayview property in an unauthorized manner, you will be subject to discipline, up to and including discharge.
- B. If you refuse to cooperate with a search or inspection that is based on a reasonable suspicion that you are in possession of prohibited materials, Bayview may take that refusal in consideration in determining appropriate disciplinary action. Discipline will be based on all available information, including the information-giving rise to the reasonable suspicion. It is therefore to your advantage to cooperate with the search or inspection whenever prohibited material is presented.
- C. All searches and/or seizures with a finding of "unfounded" shall be dismissed in writing to the employee by the Bayview Hunters Point Foundation.

ARTICLE 20. NO-STRIKE & NO-LOCKOUT

The Employer agrees that so long as this Agreement is in effect, there shall be no lockout of employees; and the Union and the employees agree so long as this Agreement is in effect there shall be no strikes, work slowdowns, or picketing of the Employer's operations.

ARTICLE 21. HEALTH AND SAFETY

A. The Employer will make every reasonable provision for the health and safety of employees. The Employer and the Union recognize the applicability of Federal and State laws surrounding the conditions of employment. The Employer will comply with the requirements provided for in the Asbestos hazardous Abatement Reauthorization Act.

B. Personal Space. The Employer shall provide a secure lockable (i.e., file cabinet or desk drawer) space at each work site where employees may store personal items while on shift.

C. Employees subjected to bodily harm or physical threat while working shall be entitled to a paid leave of absence for the remainder of their work shift.

D. Employees entering into a facility not operated by a program of The Foundation shall obey all rules, regulations and procedure of that facility. If the Employee is subjected to physical attack or threats if work related while engaged in their duties while at the facility or going to or from the facility, the Employee shall be entitled to a paid leave of absence for the remainder of their work shift upon communication with their immediate supervisor, Program Director or the Administrative offices of the Agency.

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ARTICLE 22. AMERICAN WITH DISABILITIES ACT (ADA)

The American with Disabilities Act of 1990 (ADA) prohibits discrimination against persons with disabilities. It is the policy of the Bayview Hunters Point Foundation to comply with ADA guidelines.

ARTICLE 23. PERSONNEL RECORDS

The information in an employee's personnel file is permanent and confidential, and must be kept up to date. The employee should inform the Personnel Director immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

An employee has the right to inspect his or her personnel file at reasonable times, at a reasonable place, and on reasonable notice. The employee shall have the right to respond to any material filed. This response will be attached to the file copy and will remain in the file. No anonymous material shall be placed into the file of any employee. In addition, employees have the right to request

copies of all employment-related documents they have signed. An employee may inspect only his or her own personnel file and only in the presence of the Personnel Director.

Personnel files are the property of the Employer and may not be removed from the Employer's premises without written authorization from the Personnel Director.

ARTICLE 24. PROGRAM CHANGES

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

In such circumstances the Employer will upon request from the Union, will meet and confer regarding the impact and effects thereof.

ARTICLE 25

Within 60 (sixty) days the Agency shall put into place a process that adheres to the "San Francisco Commuter Benefits Ordinance", for use by all Agency employees.

ARTICLE 26. SAVINGS CLAUSE

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

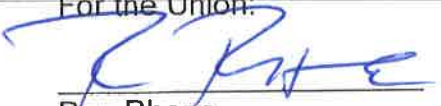
ARTICLE 27. DURATION OF THE AGREEMENT

This contract shall be in effect from January 1, 2015 and shall be in full force and effective up to and including December 31, 2017 from year to year thereafter, unless at least ninety (90) days prior to December 31, 2017 or any subsequent anniversary day thereafter, either party gives written notice to the other of its desire to terminate or make changes in this contract.

SIDE LETTER A

The Bayview Hunters Point Foundation for Community Improvement, Inc. will explore the cost and enrollment criteria for employees to enroll into a self-paid vision plan with VSP and submit results to SEIU 1021 no later than 12/15/11. If members agree to the findings, the agency will offer and make self-paid vision plan available to employees January 2012.

For the Union:



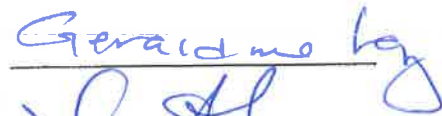
Ron Rhone



Maria McNeil



Tina Simon



John Stead-Mendez

For Bayview Hunters Point Foundation



Kim Shine



Service Employees International Union – Local 1021
350 Rhode Island Street, #100S
San Francisco, CA 94103
(415) 848-3611

Field Representative _____

Union Steward _____

Telephone Number _____