

AGREEMENT

between

LOCAL 829
DISTRICT COUNCIL 57

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, CLC

and

CORDILLERAS MENTAL HEALTH
CENTER
TELECARE CORPORATION

March 21, 2018 – June 30, 2021

Weingarten Rights

Remember your Weingarten Rights. The Supreme Court has determined that an employee is entitled to have a Union Steward during any interview/ meeting that may result in discipline. YOU must request such representation. You have the right to know the subject of the meeting and the right to consult your Union Steward prior to the meeting.

Remember: It is up to YOU to request that your Union Steward be present.

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Preamble

This Agreement between the Cordilleras Mental Health Center/Telecare Corporation, hereinafter referred to as the "Employer" and AFSCME District Council 57, Local 829, AFL- CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious Employer-employee relations; the establishment of an equitable and peaceful procedure for the resolution of differences; and the setting forth of pay rates, benefits and other terms and conditions of employment.

Section 1. Recognition

- A. Pursuant to the certification of the National Labor Relations Board in Cases No. 20-RC-15116, and 20- RC-15117, the Employer recognizes the Union as the exclusive collective bargaining representative for the specified employees at its Cordilleras Mental Health Center facility. The bargaining units shall include all regular full-time, regular part-time and on-call employees in those classifications listed in Appendices B and C attached to this Agreement, and made a part hereof.
- B. The Cordilleras Mental Health Center facility is defined as all present and future buildings and facilities at 200 Edmonds Road, Redwood City, California, and this Agreement applies only to such employees at such location as defined and does not apply to employees of the Employer at other facilities of the Employer.
- C. The parties agree that the exclusive method for resolving any differences regarding this Section shall be negotiation and if negotiation is unsuccessful then the parties are to submit such differences for unit clarification to the National Labor Relations Board.

The Personnel Policy and Procedure Manual and the Union Agreement both cover some of the same areas of concern. Where the two conflict in any way, the bargaining unit Agreement will take precedent over the Personnel Policy and Procedure Manual. (Side Letter 12/97).

- D. For the purposes of this Agreement, a regular full-time employee is defined as an employee who works a regular, predetermined work schedule of sixty-four (64) or more hours during an administratively established payroll period. A regular part time employee is defined as an employee who works a regular predetermined work schedule of less than sixty-four (64) hours during an administratively established payroll period.

Section 2. No Discrimination

- A. No employee shall be discriminated against, to the extent prohibited by Federal, State or Local law. Such prohibited discrimination includes, but is not limited to, Union activities, age, race, color, religion, national origin, ancestry, marital status, sex, sexual orientation, gender identity, medical condition or disability as defined in the Americans With Disabilities Act and the California Fair Employment and Housing Act.
- B. Family connections or significant other arrangements are not necessarily barriers to employment with the Employer. However, no relative or significant other of a present employee may be hired if he/she would supervise, or be supervised by the other, or would be in the same work

group.

- C. The employer agrees to abide by all federal and state laws and regulations and local ordinances. This statement shall only be subject to meet and confer and shall not be subject to grievance or arbitration.

Section 3. Union Security and Payroll Deductions

- A. Each new employee hired who will be subject to this Agreement shall receive from the Employer as part of the orientation packet a copy of this Agreement, a Union representation card, and other informational materials supplied by the Union.
- B. All present employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union thirty-one (31) calendar days following the signing of this Agreement. All future employees shall be required to become and remain members in good standing thirty-one (31) calendar days after being employed. Membership in good standing means that the employed member tenders periodic dues as uniformly required by the Union as condition of acquiring or retaining membership. The Employer shall furnish new employees with a membership card and a payroll deduction card at the time of hire. Employees who fail to comply with this requirement shall be discharged by the Employer within two (2) weeks after written notice to the Employer from the Union, subject to the provisions of applicable law. The Employer will notify the Union office on a monthly basis of the name, address, classification and date of hire for each employee hired for a job classification covered by this Agreement. On a quarterly basis the Employer will notify the Union office of the name, address, telephone number, classification, hourly wage and seniority date for each employee covered under this Agreement.
- C. The Employer agrees to deduct the Union membership dues from the bi-weekly pay checks of employees whose signed authorization for such deductions is submitted to the Employer.
- D. Employees may voluntarily elect to have contributions at a minimum of \$2.00 (two dollars) per pay period deducted from their paychecks under procedures prescribed contributions at a minimum of \$2.00 (two dollars) per pay period deducted from their paychecks under procedures prescribed by the Employer for the Public Employees Organized to Promote Legislative Equality Fund (PEOPLE) of AFSCME. Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing. The Employer agrees to remit monthly to the Union all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made.

- E. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability or loss including attorney's fees that shall arise out of or by reason of action taken, or not taken, by the Employer for the purposes of complying with any of the provisions of this Section.

Section 4. Union Rights

- A. Employees or the authorized business representative of the Union may distribute literature during non-work hours in the parking lots, staff dining room, and any staff lounge, except that the employees or Union will not distribute or post any political literature.
- B. The authorized business representative of the Union shall have access to the facility during working hours when he/she applies at the office of the Administrator during regular business hours. Such representative of the Union shall not interfere with the employees or cause them to neglect their work and shall limit his/her activity to matters arising under the Agreement. In the event the business representative has need to access the facility after business hours and/or during an emergency he/she will contact the Administrator or his/her designee.
- C. The Union will have three (3) bulletin boards (one per floor, near each time clock). The Union agrees to use the Union bulletin boards for posting Union social functions, meetings, elections, and appointments or any other materials of which the Employer is notified in advance and does not object to such posting.
- D. Stewards may receive and may discuss complaints and grievances of employees on the premises, in a manner that does not interfere with employees or cause them to neglect their work. The Union shall be entitled to seven (7) stewards, not all of whom shall be from the same department or shift. Stewards will make arrangements with their supervisor before leaving their work station to resolve or investigate grievances.
- E. Upon request of the employee, the steward shall be present, to report facts, ask clarifying questions and advise the member in any meeting with a supervisor, when such employee reasonably anticipates that such meeting will involve questioning which may lead to disciplinary action.
- F. Stewards shall be in paid status for all grievance meetings, investigatory meetings held pursuant to 4E, disciplinary meetings, labor-management committee meetings, and meetings with management which occur during the steward's work day. In addition, stewards shall have an aggregate of five (5) hours per month in paid status to investigate grievances during the steward's work day.

- G. The members of the Union negotiating team shall not be paid by the Employer for time spent in negotiations. However, such time shall not be treated as unpaid time by the Employer for the purposes of accrual of paid days of leave or extended sick leave.

Section 5. Employment Status

- A. Probation

A newly-hired or re-hired employee shall undergo a probationary period of one hundred eighty (180) calendar days of continuous employment prior to becoming eligible for status as a regular employee. During the probationary period an employee may be dismissed for any reason. Such discharges shall not be subject to the grievance procedure of Section 21.

- B. Eligibility For Benefits – Regular Full Time and Regular Part Time Employees

A regular full-time or regular part time employee shall be eligible for the insurance benefits identified in Section 10.B, effective on the first of the month following sixty (60) days of regular full-time or regular part-time employment. For purposes of this section, “Regular Full-Time” employees are those who are regularly scheduled to work at least sixty-four (64) hours or more per pay period, and “Regular Part-Time” employees are those who are regularly scheduled to work at least forty (40) hours per pay period, but fewer than sixty-four (64) hours per pay period.

- C. Eligibility For Medical And Vision Insurance Benefits – On-Call And Short Hour Employees

Effective with the second full pay period following ratification of this Agreement, On-Call and Short Hour employees shall be eligible for medical and vision insurance benefits, provided that the employee meets the eligibility requirements identified in the Affordable Care Act. (Generally, an average of 30 hours worked per week during the defined measurement period).

- D. Relatives

Relatives currently working together and on-call employees who may qualify for promotion or transfer to regular employment in units or departments with relatives shall be grandfathered, meaning that the current policy shall not apply to them. No current employee grandfathered under this agreement shall supervise or be supervised by a relative. (Side Letter 12/97)

Section 6. Classification and Rates of Pay

- A. The classification and salary rates are reflected in Appendix B attached hereto.
- B. Current employees and newly hired employees with similar experience, education and background for the same job classification, will be paid at the same step.
- C. Step increases shall be effective as of the first day of the pay period in which the employee's anniversary date occurs.
- D. No employee's wages shall be reduced as the result of the execution of this Agreement.
- E. In the event that the Employer proposes establishment of a new classification falling within the Union's bargaining units, the wage rates for the new classification shall be subject to prior notification and discussion with the Union.
- F. It is accepted by the Union that supervisors customarily perform some of the work of those classifications that they supervise, and that in addition other classifications not covered by this Agreement may, on occasion, perform one or more duties performed by classification covered hereby.
- G. It is accepted by the Employer that Recovery Specialists I, II, and III will be assigned work that is appropriate to their job description. There is no requirement of certification for the Recovery Specialist Classification.
- H. Recovery Specialist II

A Recovery Specialist I will become a Recovery Specialist II after meeting the following qualifications:

1. Three years tenure as Recovery Specialist I. This qualification may be waived by the Employer or appealed by the candidate.
2. Satisfactory performance evaluations.
3. Has met in-service/training requirements that have been offered.
4. Has not received a written warning or disciplinary suspension in the last six (6) months.

Recovery Specialist III

Recovery Specialist IIIs will be considered Lead Workers and assist the charge nurse as assigned. Selection for this position will be based on education, training and the promotional language in the agreement.

No current Recovery Specialist will be reduced in status unless they choose not to take one of the adjusted shifts for Recovery Specialist III.

Part-time and on-call employees cannot be promoted to Recovery Specialist III.

- I. To the extent practical, new positions will offer every other weekend off or a weekend day off on a regular basis. Nothing set forth in this letter shall be subject to the grievance and arbitration process contained in Section 21. (Side Letter 12/97)
- J. A Social Worker may arrange his/her schedule to meet the workload needs within the guidelines of eighty (80) hours per pay period with departmental approval. (Side Letter 12/97) Such a schedule may not provide for more than eight (8) hours of work in a work day. Social Workers may voluntarily waive shift differential pay in agreeing to such schedules.

Section 7. Hours, Overtime, Differential, Breaks

- A. The standard pay period is eighty (80) hours in a fourteen (14) day period, consisting of eight (8) hours per day. All overtime premiums will be computed under this definition.
- B. One and one-half (1-1/2) times an employee's regular hourly rate, including shift differential, if any, will be paid for any hours worked in excess of eighty (80) hours in a fourteen (14) day pay period, or for any hours worked in excess of eight (8) consecutive hours or in excess of eight (8) hours in a workday. Two (2) times an employee's regular hourly rate will be paid for any hours worked in excess of twelve (12) consecutive hours or in excess of twelve (12) hours in a workday.
- C. Only hours actually worked will be considered as time worked for the purposes of computing overtime. Paid days of leave, holiday pay and other paid non-work hours are not included in the calculation of overtime hours worked. There shall be no pyramiding of overtime.
- D. Any overtime must be authorized by an employee's supervisor prior to the time such work is performed, except in the event of any emergency.
- E. A shift differential shall be paid for all hours worked on any shift which begins between the hours of 3:00 p.m. and 4:59a.m. If the shift begins

before 3:00 p.m. but continues past 7:00 p.m., the shift differential will be paid for hours worked between 4:00 p.m. and 8:30 a.m. Except for full shifts beginning at 3:00p.m.or later, a shift differential will not be paid on any hours worked between 8:30 a.m. and 4:00 p.m. unless an employee works a double shift when they will be paid the appropriate shift differential for the full shift that the employee works. A double shift is defined as working at least 4 hours in addition to your regular shift. Shift differential will be paid on vacation, sick leave and holiday pay if the employee is regularly assigned to the evening or night shift at the time of vacation, sick leave, or holiday. Such differential shall be eighty cents (\$.80) per hour.

- F. Employees will be provided with meal and rest periods in accordance with applicable law. Meal periods will not be included as time worked for pay purposes unless they are on-duty meal periods.
- G. Employees shall receive two (2) duty-free fifteen (15) minutes breaks during each eight (8) hour shift; one break before the meal period, and one break after the meal period. Employees shall notify their supervisor or designee before leaving the work area except in an emergency.
- H. Work schedules for employees covered by this Agreement shall be posted at least seven (7) calendar days in advance of the start of the work period, except in case of emergency.
- I. The Employer may change work days, work shifts or floor assignments for a period of up to fourteen (14) consecutive days. No employee shall have work shifts changed for more than fourteen (14) consecutive days without his/her consent. Such changes will first be offered to volunteers and if there are no volunteers, the changes will be implemented by inverse seniority.
- J. Distribution of Overtime

The Employer will maintain a list of employees who wish to work overtime. Employees shall inform the Employer of their OT availability in writing by the 15th of the preceding month. Employees are responsible for informing the Employer if their availability changes. The Employer will offer OT to those employees who are available on the list by seniority first, then to on-call second.

The Employer is not obligated to offer OT where Section 7.B (double time) would apply.

Mandatory Overtime

At any time it may be necessary to require mandatory overtime to meet minimum staffing levels. Mandatory overtime will be initiated when

staffing levels fall below minimum standards.

Mandatory overtime will follow the seniority list maintained by the scheduling clerk and will be based on reverse seniority with the least senior employees being mandated first.

Once an individual completes the overtime shift, their name will be rotated to the bottom of the list.

Minimum staffing is defined as:

Day Shift 1 RN, 2 LVN/LPTs, 4 RS

PM Shift 1 RN, 2 LVN/LPTs, 4 RS

Night Shift 1 RN, 1 LVN/LPT, 3 RS

The increase of one licensed staff for days and pm's is crucial to our commitment to provide the best care possible for our clients. We will continue to work diligently to provide appropriate staffing and avoid any mandated overtime.

Section 8. Transfer and Promotion

- A. All vacancies in the bargaining unit will be posted for seven (7) consecutive days prior to being filled. Positions will be awarded to employees in the following order: employees seeking a transfer, employees seeking a promotion, outside applicants.
- B. An employee seeking to transfer to a position within his/her job classification shall be awarded the position on the basis of seniority provided that the employee has a satisfactory job evaluation and has not received a written warning or a Disciplinary Suspension within the last six (6) months prior to the bid.
- C. An employee seeking promotion shall be awarded the position on the basis of merit and ability (through an objective management evaluation tool) provided that seniority shall be used when merit and ability are equal.
- D. Positions under B and C above shall normally be awarded within twenty-one (21) days of the close of the seven (7) day posting period. However, the Employer may request a waiver from the Union of up to twenty-one (21) additional days to award a position.
- E. The Employer may transfer employees facility-wide between job

classifications subject only to the following limitations:

1. No employee shall suffer any reduction in wages or benefits as a result of a temporary transfer which is defined as any transfer of less than fourteen (14) calendar days in duration;
 2. Any employee who is to be temporarily transferred shall be notified of such transfer at least two (2) calendar days prior to the effective date except in cases of unforeseen circumstances; Temporary transfers may be utilized for:
 - a. Replacing an employee on leave of absence; or
 - b. Providing replacement for employees during a concentrated period of vacation or sick leave when regular or on-call employees are unavailable for such coverage; or
 - c. Staffing a special limited-term project not to exceed six (6) months in duration.
 3. No employee will be permanently transferred to a different classification without his/her consent;
 4. The Employer shall not utilize its power to transfer an employee for the purpose of circumventing its obligations under the layoff and recall provisions of Section 9.
- F. An employee temporarily or permanently transferred to a higher paying classification shall be paid at a salary step equivalent to at least five percent (5%) higher than the rate earned in his/her previous position. In the case of a permanent transfer, for purposes of salary progression only, the employee's anniversary date shall be adjusted to correspond to the beginning of the pay period nearest to the effective date of the transfer.
- G. During the first one hundred and eighty (180) days of employment an employee shall not initiate a transfer or reclassification.

Section 9. Seniority and Layoff

A. Seniority Defined

Seniority: For purposes of this Article, "seniority" reflects an employee's continuous, non-interrupted length of service with any Telecare program, regardless of employment status. In the event that two or more employees have the same date of hire, the relative seniority of

such employees shall be established by lot.

B. Layoff

1. The least senior employee in the classification shall be laid off first. An employee whose position is to be eliminated or who is displaced by another as a result of a layoff, may exercise either of the following rights:

a. The employee may transfer to a vacant position, provided that he/she meets the minimum requirements for the classification as described in the job description, and he/she is the most senior of those employees requesting transfer to the vacant position.

or

b. The employee may transfer to a position occupied by a less senior employee, provided that the transferring employee meets the minimum requirements for the classification, as described in the job description. Once an employee has exercised their right to transfer to a position occupied by a less senior employee, they must remain in that position for three (3) months and shall not have the right to bid for transfer during that three (3) month period.

2. An employee waives the right to transfer to a vacant position or who waives the right to displace another employee or who lacks sufficient seniority to displace another worker shall be placed on layoff status.

3. In cases of layoff, temporary employees shall be laid off first, followed by on-call employees, then short-hour employees, then regular part-time employees and then full-time employees.

No regular full or part-time employee shall be laid-off while employees working on-call status are retained unless such regular employees have been offered, and have refused, such on-call status.

4. The Employer shall provide two (2) weeks written notice to any employee who is to be laid-off.

5. Following layoff the Employer shall reimburse each laid-off

employee for one (1) month of medical insurance coverage as provided by COBRA.

6. Employees with three (3) or more years of service shall receive forty (40) hours pay at the time of layoff.

C. Recall

1. Laid-off employees shall have the right to be recalled for a period of twelve (12) months from the date of layoff. Employees recalled from layoff will be notified in person (by telephone, text message or email), and/or by return receipt certified letter to the employee's last address on record, it being the responsibility of each employee to keep the Employer informed of his/her current correct address. The Employer may fill the vacancy on a temporary basis pending the return of such employee. An employee so notified shall report for work or notify the Employer of his/her intention to report to work within three (3) working days after notification has been given to report for work. The employee shall return to work at the agreed-upon date and hour, unless a reason satisfactory to the Employer is given. Upon failure to comply with any of the provisions of this Section, or refusal to recall to the classification from which he/she was laid off, the employee shall be terminated and lose all further recall rights.
2. An employee may be offered re-employment to a different job from which he/she was laid off. Such employees shall be given a period of four (4) weeks to demonstrate the ability to perform the work to required standards and if, in the sole discretion of the Employer, the employee fails to so perform he/she shall be returned to the previous layoff status. Return to layoff after acceptance of such employment shall not restrict the employee's exercise of his/her re-employment rights under Section E1, above.

D. Alternative Procedures

Alternatives to the foregoing procedure may be mutually advantageous in a situation where a reduction in work force is deemed necessary. Either party may propose such alternative including, but not limited to, across-the-board or individual reductions in work hours or voluntary layoffs, but no such alternative shall be implemented in lieu of any provisions of this

Section without the mutual agreement of the Employer and the Union.

Section 10. Retirement and Insurance

A. 401(K) Plan

1. The Employer shall establish and adopt a retirement plan that is qualified under Section 401(K) of the Internal Revenue code as of January 1, 1986. The plan shall continue in effect unless changed by mutual agreement.
 - a. The Employer shall contribute one percent (1%) of each eligible employee's wages to the plan each month and such contribution shall be in addition to the wage rates contained in Appendix B.
 - b. Effective the first full pay period in February 2006, the Employer will match 100% on the first 1% (increased from .5%) of employee contribution.
2. To be eligible to participate in the plan an employee must be at least twenty-one (21) years old and have completed one (1) year of service. A year of service shall be a year in which the employee has worked for at least one thousand (1,000) hours.
3. The Employer shall provide the union with a copy of the 401(K) retirement plan document and shall provide each plan participant with such information as may be required by the Employee Retirement Income Security Act.

B. Insurance

1. The Employer shall provide group insurance coverage consisting of a \$20,000 basic life insurance policy; a medical, surgical and hospitalization policy; a dental policy; and a vision plan.

Telecare will establish a process for Cordilleras Employees to increase their life insurance like other Telecare employees.
2. The Employer agrees to enroll all eligible employees and their dependents who request coverage under either the Kaiser Plan (co-pay for physician visits and co-pay for prescriptions), or the HMO/Vision Plan, and the Delta Dental Plan. The Employer shall have the ability to replace the HMO Plan with an Alternative Plan

that offers comparable benefits.

For regular full-time employees, the Employer will contribute one hundred percent (100%) of the monthly premium for Kaiser employee only coverage with the exception of a two dollar (\$2.00) per pay period co-pay and fifty percent (50%) for dependent coverage. For regular part-time employees, the Employer will contribute fifty percent (50%) of the monthly premium for Kaiser employee only coverage and twenty-five percent (25%) for dependent coverage. For regular full-time employees, the Employer will contribute up to a limit of two hundred dollars (\$200.00) per month for the HMO Plan or its replacement Plan for employee only coverage with the exception of a one dollar (\$1.00) per month co-pay and fifty percent (50%) for dependent coverage. For regular part-time employees, the Employer will contribute up to a limit of fifty percent (50%) of the monthly premium up to a limit of one hundred dollars (\$100.00) per month for the HMO Plan or its Alternative Plan for employee only and twenty-five percent (25%) for dependent coverage.

Telecare agrees to give notice and arrange to meet and confer with AFSCME representatives over any changes in the health insurance premiums, co-payment, etc., before conducting any general informational meetings with staff regarding such changes.

Regular full-time and regular part-time shall have the meaning as defined in Section 5.C.

In the event that there is health care legislation enacted during the term of this agreement, the contract shall be reopened to negotiate over changes consistent with the legislation.

3. The Delta Dental Plan includes family coverage. The insurance carrier shall be responsible for determining eligibility for scheduled benefits.
4. The Employer shall not change the level of benefits of an insurance plan without the mutual agreement of the Union.
5. The Employer and the Union shall establish a joint committee which shall meet at the call of either party to discuss issues and

problems arising under the 401(K) plan.

C. Continuation and Conversion of Insurance

The Employer shall comply with the continuation of benefits provisions of COBRA and conversion of insurance provisions provided for by law.

Section 11. Holidays

A. The Employer shall observe the following paid holidays:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Telecare will follow state and federal uniform holiday laws. Therefore, the date officially adopted by the government for a holiday will be the date on which the holiday will be observed by the Company.

Thanksgiving Day, Christmas Day, and New Year's Day are considered "premium holidays" for purposes of this Section.

B. Regular full-time and part-time employees are eligible for holiday pay after they have been employed for one (1) full pay period.

C. An employee will not be entitled to holiday pay if he/she has an unexcused absence for his/her last working shift before, or his/her first working shift after the holiday.

D. Holiday Pay.

1. Holiday pay is prorated for regular part-time, non-exempt employees based on regularly scheduled hours.

2. Regular full-time and part-time who work on a premium holiday

receive one and one-half times (1-1/2) their hourly rate, plus any applicable shift differentials for the hours actually worked on the premium holiday, and also receive holiday pay, as follows:

- a. Full-time employees receive eight (8) hours of holiday pay for the holiday on which work is performed.
 - b. Part-time employees receive pro-rata holiday pay based on regularly scheduled hours for the holiday on which work is performed.
3. On-call and short-hour employees who work on a premium holiday will receive one and one-half times (1-1/2) their hourly rate, plus any applicable shift differentials for the hours actually worked.
 4. Regular full-time and part-time employees who work non-premium holidays receive their hourly rate for the holiday worked in addition to holiday pay as described in Paragraph 2 above.
 5. If a holiday falls on an employee's regularly scheduled day off, the employee will still receive his/her regular pay for all hours worked in the pay period, plus eight (8) hours of holiday pay for regular full-time employees or pro-rated holiday pay for regular part-time employees. Such holiday pay does not include shift differentials.
 6. An employee who works any holiday whether regular or premium holiday will have the option of being paid holiday pay or requesting another day off. If he/she elects to take a day off in a future pay period in lieu of receiving holiday pay, the holiday hours will be added to the employee's Paid Days of Leave ("PDL") balance.
 7. If an employee elects to receive holiday pay, payment will be made in the pay period in which the holiday occurs.
 8. If the holiday occurs during the period of time that an employee is on paid leave, the holiday will be added to the employee's PDL balance unless he/she requests that it be paid. An employee who is on leave for disciplinary purposes will not receive holiday pay.

E. Scheduling Holidays

1. An employee may request to work a specific holiday, or to have the schedule changed so that he/she is not assigned to work on a specific holiday. The employee must submit a request for change at least five (5) days prior to the effective start date of the schedule.
2. Employee requests to work or to not work on a holiday will be considered to the extent that staffing needs can be met.

Section 12. Paid Days of Leave

A. Accrual Rate

1. An eligible employee begins to accrue PDL on his/her first day of employment; however, the employee may not use it until his/her 90th day of employment.
2. Full-time employees who are paid eighty (80) hours or more per pay period shall earn PDL according to the following schedule:

Months of Service Accrued	Hours Per Pay Period Accrued	Days Per Year
0-12 Months	5.13	16.7
13-47 Months	6.61	21.5
48-107 Months	8.61	28.0
108 + Months	9.53	31.0

3. Regular part-time employees, as well as any full-time employees who are paid less than eighty (80) hours per pay period, shall accrue PDL on a prorated basis in proportion to the number of hours paid per pay period, not to exceed the Hours Per Pay Period Accrued as stated above.
4. On-call and short hour staff do not accrue PDL, but may accrue paid sick leave pursuant to Telecare policy # F-2b.
5. Any accrued, unused PDL shall carry over to the following year, subject to an applicable cap. Any employee who became eligible to accrue PDL prior to June 9, 1996 is permitted to carry over up to three hundred sixty (360) hours of

PDL as of his/her employment anniversary date; any employee who became eligible to accrue PDL after June 9, 1996 is permitted to carry over PDL equivalent to one and one half times his/her annual accrual rate. Once the maximum allowable hours are reached, no additional PDL hours will accrue until the employee's PDL balance falls below the applicable cap.

B. Qualified Uses

1. PDL combines vacation and sick leave days into a single leave balance.
2. PDL covers virtually any absence; it may be used for vacation or other personal reasons, as well as for sick leave.
3. An employee may use PDL as paid sick leave only for qualified purposes.
4. Examples of qualified purposes are: for the medical care, diagnosis, or treatment of an existing health condition or preventive care for the employee or a "covered family member"; for reasons associated with domestic violence, sexual assault, or stalking; and for any other purpose consistent with applicable state, local, and/or federal law.
5. Generally speaking, "covered family member" may include, but is not limited to, an employee's children, parents, siblings, grandparents, grandchildren, spouse, or registered domestic partner. Additionally, it may include other than blood relations (e.g., adoption, step, foster).
6. An employee is required to use PDL in fifteen (15) minute increments; Telecare may not require an employee to find a replacement worker or to take off a partial or full shift as a condition of using PDL for purposes of sick leave.
7. If an employee exhausts his/her PDL as provided herein and needs time off for sick leave, Telecare is not required to offer additional hours of PDL under this policy; however, the employee may be eligible for time off pursuant to some other Telecare policy or applicable state, local, and/or federal law.
8. If an employee is on a previously approved Leave of Absence and is entitled to receive loss of time benefits pursuant to Workers' Compensation, Social Security, State Disability Insurance, or any other group disability plan, and the employee wishes to use PDL, PDL will be integrated with such benefits; however, the combination of PDL and other benefits may not exceed the total wages that the employee would otherwise receive.
9. An employee will not be allowed to use accrued, unused PDL to extend

his/her date of separation from Telecare, regardless of the reason for that separation.

C. Requests for Use

1. An employee shall use PDL in a manner that does not unduly disrupt Telecare's day-to-day business operations. For example, he/she is expected to avoid scheduling PDL during peak work hours, or when mandatory meetings are scheduled or work is time-sensitive.

2. If the use of PDL is for regularly scheduled vacation, an employee must provide at least thirty (30) days' advance notice to his/her Department Head or Corporate Manager.

3. If the use of PDL is not for regularly scheduled vacation, an employee must still attempt to give his/her Department Head or Corporate Manager reasonable advance notice, which varies depending on the circumstances, including program needs and staffing levels.

4. If the use of PDL is for sick leave, and it is foreseeable, an employee must give reasonable advance notice. "Reasonable advance notice" means at least seven (7) days, or as otherwise interpreted by applicable state, local, and/or federal law. If the use is unforeseeable, the employee must give notice as soon as practicable. "As soon as practicable" means at least two (2) hours before an employee's regularly scheduled work shift, or as otherwise interpreted by applicable state, local, and/or federal law; however, Telecare will make allowances regarding notice in the event of accidents, emergencies, or sudden illnesses.

5. An employee is also required to keep Telecare apprised of the expected duration of his/her sick leave. If there is any change in the timing or duration of the employee's sick leave, he/she is required to inform Telecare in a timely manner.

6. Any request for use of PDL must be submitted in writing to the employee's Department Head or Corporate Manager on an Employee Absence and Payroll Request form either at the time of request, if PDL is for regularly scheduled vacation or otherwise foreseeable, or immediately following his/her return to duty or within seven (7) days of the absence, whichever is earlier, if PDL is unforeseeable.

D. Compensation

1. PDL is compensated at the employee's regular hourly rate, and will be

paid no later than the next payday after the leave was taken. If an employee uses PDL as paid sick leave, it will be paid no later than the next payday after PDL was taken, or the next payday after an employee submits documentation to his/her Department Head or Corporate Manager, where such documentation is required.

2. Any accrued, unused PDL will be paid out at the end of employment.
3. If an employee who is scheduled to be on PDL is called into work for all or part of that leave, his/her PDL balance will be re-credited appropriately. In other words, the employee will be paid for the PDL actually used during that pay period, plus any hours worked, not to exceed eighty (80) hours in a single pay period; however, if an employee works more than eight (8) hours in a single day, he/she will be paid for those hours in compliance with applicable state, local, and/or federal law.

E. Request for Advance Payment of PDL Prior to Vacation

1. An employee may request advance payment of up to, and including, ten (10) days of PDL for regularly scheduled vacation once each year of his/her employment with Telecare.
2. Advance payment will be paid on the last day immediately prior to the start of the employee's vacation leave.
3. Any request for advance payment of PDL for vacation purposes must be submitted in writing with approval by either the employee's Department Head or Corporate Manager, to the Payroll Office, at least fourteen (14) calendar days prior to the start of the leave period.
4. An employee will be considered to be on leave without pay during this period of time for pay purposes only.

F. Buy-Back of PDL

1. An employee who has been employed four (4) or more years and who accrues PDL at the rate of twenty-six (26) days per year may sell to the company up to eighty (80) hours of PDL at one hundred percent of straight-time value; however, he/she must have a balance of at least forty (40) hours of PDL after the buyback.
2. To be eligible for this buy-back benefit, the employee must have taken at least ten (10) days of PDL in the preceding twelve (12) months.

3. An employee may use this buy-back benefit only once each year of his/her employment with Telecare; it must be requested in writing on an Employee Absence and Payroll Request form at least fourteen (14) calendar days in advance of the employee's wanting to complete the buy-back, and must be approved by his/her Department Head or Corporate Manager in writing.

G. PDL Eligibility Following Change of Status

1. When an employee's status changes from non-benefit eligible to benefit eligible, he/she will begin to accrue PDL immediately on the same date as the status change becomes effective. Additionally, the employee's accrued, unused PSL will be rolled into the employee's new PDL bank.

2. When an employee's status changes from benefit eligible to non-benefit eligible, he/she will continue to accrue sick leave according to Telecare's PSL policy; however, the employee will no longer be eligible to accrue PDL. Any accrued, unused PDL will be paid out effective the date of the employee's change of status.

3. Regardless of any change of status, an employee is entitled to accrue paid sick leave on his/her first day of employment, and to use any accrued, unused paid sick leave on the 90th day of employment.

H. Documentation

1. Any employee who uses PDL for purposes of sick leave on more than three (3) consecutive, scheduled work days is required to provide documentation verifying that it was used for a qualified purpose under this policy. Telecare may also require such documentation in cases of suspected abuse or misuse of paid sick leave. Examples of suspected abuse include, but are not limited to: (a) taking sick leave on days when an employee's request for vacation leave has been denied, and (b) a pattern of taking sick leave either on days when the employee is scheduled to work a shift that may be perceived as undesirable, or taking sick leave on Mondays or Fridays or immediately following a holiday.

2. Where documentation is required, an employee must provide it to his/her Department Head or Corporate Manager within fifteen (15) calendar days after it is requested.

3. Acceptable documentation may include, but is not limited to, a signed verification from a medical professional, domestic violence advocate, health care provider, or counselor as well as a police report, a court order or other evidence

that the employee appeared in court, that demonstrates an absence for a qualified use under this policy.

4. Telecare may be required to pay for the costs associated with obtaining documentation to support an employee's need to use PDL for purposes of sick leave depending on applicable state, local, and/or federal law.

5. Any misrepresentations regarding sick leave may result in disciplinary action, up to and including termination.

Section 13. Leaves of Absence

A. Extended Disability Leave

1. Purpose, Eligibility and Accrual

- a. Regular full-time and part-time employees on active duty status are eligible to earn EDL.
- b. An employee starts to accrue hours for Extended Disability Leave ("EDL") within his/her first pay period.
- c. Extended disability leave (EDL) provides wage replacement against an employee's long-term illness or injury or to attend to the illness of the employee's, child, spouse, or parent that may last beyond accrued Paid Days of Leave ("PDL").
- d. Regular full-time employees may accrue EDL at the rate of four (4) hours per pay period up to a maximum of two hundred forty (240) hours or thirty (30) days.
- e. Regular part-time employees accrue EDL on a pro-rata basis, in proportion to the number of hours paid (excluding overtime and EDL).

2. Rules for use of Extended Disability Leave

- a. An employee may use EDL after one hundred eighty (180) calendar days from the date of hire; however, the/she must first exhaust all accrued, but unused PDL .
- b. Wages and/or salary paid as EDL shall be computed at straight time rate, excluding any shift differential.
- c. EDL will be integrated with other loss-of-wages benefits such as Workers' Compensation, Social Security, State Disability Insurance, or any other disability payments for which the employee is entitled. The combination of EDL and other benefits to which an employee is entitled may not exceed the total wages and applicable differentials that an employee would otherwise receive.

- d. Upon termination of employment, employees will not receive compensation for accrued, but unused, EDL.

B. Special Circumstances Leave

1. Policy Statement.

At the sole discretion of Telecare, a personal leave may be granted in instances where unusual, extraordinary or unavoidable circumstances require an employee's absence for an extended period of time. A Special Circumstances Leave may also be granted for an employee who is not eligible for a family or medical leave, or where the reason for the leave does not meet the requirements for a family or medical leave. Special Circumstances Leave is not intended to cover short-term absences of seven (7) or fewer calendar days. It is only available to full-time and part-time regular employees who have completed one (1) year of employment.

2. Notice Requirements

a. Form

When an employee requests a Special Circumstances Leave, the employee will need to complete an Employee Request for Leave of Absence form. The Department Head or Corporate Manager will then consult with the Program Administrator, Regional Director of Operations, and Regional Human Resources ("HR") Manager.

b. Timing

If the need for the leave is foreseeable, the employee must provide Telecare with at least thirty (30) days' advance notice. Otherwise, the employee must provide notice of the need for the leave as soon as is practicable under the circumstances.

c.. Documentation

As this leave is granted only under unusual, extraordinary or unavoidable circumstances, and is completely discretionary on Telecare's part, the Company reserves the right to ask for appropriate supporting documentation and/or proof.

d. Approval

All Special Circumstances Leaves must be approved by either the SVP of HR or the Director of HR, who will work with the employee to determine the appropriate length of such leave.

3. Compensation During Leave

- a. A Special Circumstances Leave is without pay.
- b. An employee may use his/her accrued Paid Days of Leave (“PDL”) and/or Extended Disability Leave (“EDL”), if the reason for the leave is covered by the PDL and/or EDL policies, and the employee otherwise qualifies for such leave under applicable federal, state, and/or local law as well as Telecare policy and practice.
- c. At no time shall an employee receive a greater total payment than the employee’s regular compensation.

4. Benefits During Leave

- a. An employee’s group health coverage will terminate on the last day of the month in which the employee has exhausted all other statutory leave and begins taking Special Circumstances Leave.
- b. Upon reinstatement, an employee will retain all employee benefits accrued up to the date the leave began; however, there will be no accrual of benefits during an unpaid leave, including the time during which the employee uses his/her PDL or EDL.

5. Reinstatement

- a. Although Telecare does not guarantee reinstatement from a Special Circumstances Leave, it will make reasonable efforts to return an employee to his or her position or to an equivalent position.

C. Disability And Reasonable Accommodation

Employees may be entitled to a leave of absence as a reasonable accommodation pursuant to Telecare Policy # F-27: Disability and Reasonable Accommodation.

D. Workers’ Compensation

Employees who are injured on the job may be entitled to a leave of absence as a part of their benefits under the California Workers’ Compensation program. If the injury is the result of a client assault, the Employer will pay the employee his/her usual rate for the three (3) days as administrative leave with pay.

E. Pregnancy Disability

Employees who are disabled due to pregnancy, childbirth, or related medical conditions may be entitled to a leave of absence pursuant to Telecare Policy # F-10d: Pregnancy Disability Leave of Absence.

F. Bereavement Leave

Each regular full-time and part-time non-probationary employee shall be entitled to three (3) days of bereavement leave and two (2) days of unpaid leave per calendar year. Such leave shall be in addition to PDL and ESL. Bereavement leave will be granted due to the death of an immediate family member which is defined to include the employee's parents, legal guardians, parents-in-law, spouse, children, grandchildren, siblings and grandparents, and significant other.

G. FMLA/CFRA

- A. Employees who are temporarily unable to work due to their own, or a family member's illness or injury, the birth or placement through adoption or foster care of a new child; or certain events related to a family member's military service may be entitled to a leave of absence pursuant to Telecare Policy # F-10: Family & Medical Leave of Absence.

Section 14. Jury Leave

If an employee is required by law to serve jury duty, he/she shall so notify the Employer as soon as possible and in any event no later than (2) working days prior to jury service. An employee serving jury duty will be paid his/her regular straight time rate of pay, up to eight (8) hours per day, less any pay he/she may receive on jury duty, for all hours required for jury duty which occurred during his/her regular shift. Any employee who is assigned to p.m. or night shift duty shall not be required to work a shift in proportion to the number of hours spent on jury duty on the work day immediately prior to the shift. The payment for jury duty shall not exceed four hundred (400) hours pay in any twelve (12) month period. A note or voucher from the Court in which an employee serves must be furnished to the Employer to obtain any pay that is owed.

Section 15. Training

- A. Continuing Education
 - 1. All employees other than Licensed Vocational nurses (LVNs) and Licensed Psychiatric Technicians (LPTs) will be granted release time with pay of up three (3) days (24 hours) per year to attend work-related courses. Requests must be approved in advance by the employee's supervisor at least thirty (30) days in advance of the class.
 - 2. LVNs and LPTs will be granted release time with pay of up to three (3) days (24 hours) per year to attend courses necessary for re-licensure. Additionally, the Employer will pay customary registration or course fees up to a maximum of \$200.00 per year.

Requests must be approved in advance by the employee's supervisor at least thirty (30) days in advance of the class.

3. Home study courses taken by LVNs and LPTs shall be eligible for paid release time in eight (8) hour increments if at least six (6) continuing education units are taken and the course is completed within ninety (90) days of the date of the release time.
4. The Employer will provide assault response training, CPR training, and will attempt to provide other CEU and accredited licensure courses. Such training shall be provided at no cost to employees and shall be offered at a Telecare facility.
5. Staff requests will include the course name and place.
6. De-escalation training will be scheduled for all new hires and be regularly available for all employees.

B. Tuition Reimbursement

A tuition reimbursement fund shall be established by the Employer in the total amount of \$4,000.00 per fiscal year, for the purpose of tuition and educational expense reimbursement for bargaining unit employees who take courses which are job related. Reimbursement from the funds shall be available to all bargaining unit employees in benefit status other than LVNs and LPTs.

The Program Administrator shall administer the fund and shall provide for the reimbursement of employees presenting receipts for tuition, books and other educational supplies together with evidence of satisfactory course completion. Such reimbursement shall be subject to the following conditions:

1. The course or courses for which an employee incurs expense and for which reimbursement will be made must be closely related to the employees' present or probable future work within the Program; prior opinion as to whether any course meets this requirement may be obtained from the Program Administrator should an employee intend to submit it for reimbursement under this section.
2. An employee may not exceed \$1,000.00 in reimbursable expenses per fiscal year, with such amount to be prorated for a part-time employee.

3. One-fourth of the total fund will be made available for distribution following the end of each quarter in the fiscal year. If the reimbursements made during any quarter fail to exhaust the funds available for that quarter, the excess funds will be held until the end of the fiscal year. If the reimbursements requested during any quarter exceed the funds available for that quarter, funds shall be distributed on a pro rata basis. Any unpaid reimbursable claims shall be reimbursed on a pro rata basis at the end of the fiscal year from any remaining excess funds.

C. Clinical Supervision

Employer will guarantee supervision to assist clinical staff in obtaining and maintaining licensure (Social Workers) or registration (Occupational Therapist, Recreation Therapist, Dance Therapist, Art Therapist) as appropriate within the appropriate time frames. The employee has the responsibility for making a written request with the appropriate individual for supervision and the Program Administrator. The appropriate individual for supervision will give a written response to the request within two (2) weeks of receipt of request to the employee and the Program Administrator.

Supervision will only be provided by qualified department heads or in-house designees.

D. Clinical Consultation

Employer will provide clinical staff (Social Workers, Recreation Therapist, Occupational Therapist, Dance Therapist, Art Therapist) with clinical consultations by professionally recognized experts in all clinical skills typically needed in the treatment of the individuals, families and groups that constitute the client population or provide this clinical consultation at the department head level in-house.

Section 16. Miscellaneous Benefits

A. Parking

The Employer shall provide parking for employees without charge to them.

B. Health Examination

The Employer shall provide annual health and TB screening required by the facility at no cost to the employee. Any follow-up exams or tests resulting from the annual exams shall be provided by the Employer or

the employee may elect to see his/her own physician. The employer will contribute twenty-five (\$25.00) dollars toward the cost of such follow-up examination or test upon receipt of the completed physician statement and test results.

C. Meals

Staff meals (one per shift) shall be provided by the Employer during normal kitchen operating hours.

D. Employees who report to duty as scheduled and no work is available for them, shall be paid in accordance with existing California Labor Code for reporting pay.

E. Employer shall provide and make available an Employee Assistance Program (EAP) to all employees represented by the memorandum of understanding.

Section 17. Safety

A. It is the Employer's obligation to provide a safe workplace and working conditions. The Union will cooperate with the Employer to this end, and agrees that employees shall comply with all reasonable safety rules and regulations when they are made known.

B. The Employer welcomes suggestions from employees or Union representatives which offer practical and feasible ways of improving facility safety. Such suggestions may be submitted to a supervisor, the Safety Committee, or the Administrator.

C. The Employer and the Union will maintain a Safety Committee which will include two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The committee will meet at least quarterly. The committee will discuss safety and sanitation, review accidents and their cause and prevention, review rules governing safety in the facility, and tour the facility quarterly. Union representatives will be rotated on a one-year basis to insure that all Union members are given an opportunity to participate.

D. Employees attending Safety Committee meetings will be compensated only for time spent during regular scheduled work hours and at their base rate of pay. Time spent at Safety Committee meetings shall be considered work time. When the Safety Committee meeting is scheduled at a time when the employee is not scheduled to work, such employee shall be allowed time off during the same designated work day in an amount equal to the amount of time spent at the Safety Committee meeting.

- E. The Employer shall provide full insurance protection for drivers of Employer vehicles. Further, the Employer shall inspect vehicles at regular intervals in order to comply with California Vehicle Code.
- F. Grievances regarding the safety of work assignments which cannot be resolved on the job between the employee and his/her supervisor may be referred directly to the Administrator's step of the grievance procedure.

Section 18. Employee Input

It is recognized that the employees and the Union, as well as the facility and its administration, are concerned with providing the highest quality and most effective service and client care. An employee or group of employees may at any time submit to the Facility Administrator, on a form agreeable to the parties, proposals for improvement in program, client care or facility procedures. Any such proposal shall include the problem to be remedied, the solution proposed and possible advantages if such solution were implemented. Such proposals will be seriously considered by the Facility Administrator, and any employee making a proposal shall receive a reply within two (2) weeks.

Section 19. Personnel Documents

- A. Each employee shall have the right, after submitting a written request, to inspect and review any official record relating to his/her performance as an employee or to a grievance concerning the employee which is kept or maintained by the Employer; such right of inspection and review shall not apply to the records of an employee relating to the investigation of a possible criminal offense or to pre-employment letters of reference. The contents of such records shall be made available to the employee for inspection and review during his/her non-work times during the regular business hours of the facility's administrative office. The employee's designated Union representative may also review the personnel file with specific written authorization from the employee.

At or before the time of placement in an official personnel file, an employee shall be offered a copy of all disciplinary notices, letters, or memoranda concerning the employee's job performance. The Employer shall provide an opportunity for the employee to respond in writing, or by personal interview with a supervisor, to any information about which he/she disagrees. Such responses shall become a part of the employee's permanent personnel record.

An employee shall have the right annually, between the dates of February 1 and February 15, to petition the Facility Administrator for the removal of letters, warnings, reprimands or other documents believed to be stale or no longer reflective of his/her job performance. Such petition shall be in writing and shall state the reason why removal is requested for each document. The Facility Administrator shall respond, in writing, to

the employee's petition by February 28.

- B. Job descriptions for the classifications covered by this Agreement shall be established by the Employer. Such job descriptions shall be subject to prior notification and discussion with the Union. Upon request of any employee, the Employer shall provide to such employee a copy and explanation of his/her job description.
- C. A performance review shall be completed annually by the employee's designated supervisor or department head and shall be discussed with the employee. He/she shall be given a copy of such review. An employee who disagrees with any such review shall have the right to attach a written response which shall become part of the evaluation. The employee may also elect to grieve the evaluation, but such grievance may only be processed through step 2 of grievance procedure.

Section 20. Discipline and Discharge

- A. The Employer shall have the right to discharge, suspend or otherwise discipline any employee for just cause.
- B. The parties expressly agree that the Employer establish and enforce House Rules governing discipline and efficiency. Such House Rules shall be subject to prior notification and discussion with the Union. House Rules shall be conspicuously posted.
- C. The Employer shall not transfer employees from one classification or shift to another and shall not alter the normal rotation of assignments among employees in a classification as a means of effecting discipline.
- D. All past counselings, warnings, suspensions and other disciplinary actions that are either not in an employee's personnel file, or for which the employee has no notice shall not be used as support for another disciplinary action. Employees shall receive copies of all disciplinary items placed in their personnel files.
- E. Unpaid investigatory suspensions will not exceed three (3) days. If the investigation extends beyond three (3) days, the suspended employee will receive administrative pay from day four (4).

Section 21. Grievance Procedure

- A. Intent

In establishing the procedure hereinafter set forth, the Employer and the Union declare their intent that each shall make an earnest effort to settle grievances promptly, and that each shall fully disclose all knowledge about the facts of any grievance at the earliest step. Neither the Union

nor the Employer shall utilize this procedure in a manner intended to harass the other party.

B. Definition

A grievance is defined as a statement that the employer has violated a specific term of this Agreement or failure to adjust a dispute concerning the term or conditions of employment set forth herein. A grievance may be filed by the employee and/or by the Union in his/her behalf. Access to Step 3 must be at the Union behest. It is understood that if the Union does not request arbitration, the grievance is considered settled. Any action taken or decision made by the Employer under the terms of this Agreement in the exercise of its sole discretion, or following prior notification and discussion or which is described as a final decision as these terms are defined in Section 22 shall not be subject to grievance or arbitration.

C. Time Limits

Any employee may discuss his/her concern informally with an immediate supervisor. However, a formal grievance must be submitted in writing to the lowest step within fourteen (14) calendar days after the event giving rise to the grievance or it shall be void and without effect.

A discharge shall be given precedence over any other grievance and shall be submitted to Step 2 below within seven (7) calendar days of notice to the employee that he/she has been discharged.

Only grievances processed in compliance with the above time limits and those contained in the Grievance Procedure hereinafter set forth shall be subject to arbitration. All time periods under this Section shall be computed by excluding the day of the act, event, or default from which the designated period of time begins to run and including the last day of the period so computed.

Failure of management to respond to any step in the grievance procedure shall not constitute acceptance of the grievant's position, but allows the grievant to proceed to the next step in the grievance procedure.

Any time limit may be waived by mutual written agreement of both the Union and the Employer.

D. Procedure

Step 1: A formal grievance shall be submitted in writing, on a form agreed to by the parties, to the supervisor in accordance with Section C, Time Limits. The grievance shall be signed, dated, state the facts surrounding the grievance, state the provision(s) of this Agreement

alleged to have been violated, and the resolution desired. The supervisor or other designated management representative shall give his/her answer to the employee and Steward/member who filed the grievance, or when unavailable to another steward, by the end of seven (7) calendar days following the presentation of the grievance.

Step 2: If the grievance is not settled at Step 1, it may be advanced to Step 2 within seven (7) days after the supervisor's response or the date the response was due. Within seven (7) days of receiving the grievance, a meeting shall be arranged at a mutually agreeable location and time between the Union's representative(s) and the representative(s) of the Employer, and an attempt shall be made by the representatives to settle the matter.

Within ten (10) days following such meeting, the Employer shall give a written reply to such grievance.

E. Step 3: Arbitration

1. If such grievance has not been settled by any of the procedures described above, the grievance may, within seven (7) days after receipt of the Step 2 reply, at the written request of the Union, be submitted to arbitration. It is understood that only matters processed in accordance with this grievance procedure are subject to arbitration.
2. As soon as possible and in any event not later than ten (10) calendar days after the Employer receives written notice of the Union's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) calendar days, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service or, with the mutual agreement of the parties, from the State Conciliation Service. The arbitrator shall be chosen by alternately striking names until one name remains. The party who strikes the first name shall be determined by lot. Upon selection of an arbitrator, the Union and the Employer will set the date of the arbitration.
3. All fees and expenses of the arbitration shall be shared equally by the Employer and the Union; provided, however, that each party shall bear the expense of its own presentation. Either the Employer or the Union may call any employee as a witness and the Employer agrees to release said witness from work if he/she is on duty. If an employee witness is called by the Employer, the

Employer will reimburse him/her for time lost. If called by the Union, the Union will reimburse him/her for time lost.

4. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any contract under the laws of the State of California. No arbitrator shall render any decision or award, or fail to render any decision or award solely on the basis of his/her opinion as to what would be fair or equitable. The function and purpose of the arbitrator shall be to determine disputed interpretation of terms actually found in this Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall not have power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance.
5. The decision of the arbitrator shall be based solely upon the evidence, issues and arguments presented to him/her by the respective parties in the presence of each other. The arbitrator shall reduce such decision to writing as soon as possible thereafter. Provision may be made for the submission and consideration by the arbitrator of post- hearing briefs and/or the extension of the time allowed for the arbitrator's decision by mutual agreement of the parties.
6. The decision of the arbitrator within the limits herein prescribed shall be final and hinging upon the employer, the Union, and the employees.
7. If the arbitrator finds that an employee has been discharged without cause or laid off contrary to the terms of this Agreement, he/she may award back pay in an amount not to exceed one hundred fifty (150) days. All earnings received by the employee during the period of discharge shall be credited against back pay. In addition, the amount of any unemployment compensation received during the period of discharge shall be withheld by the Employer who shall remit same to the appropriate state authorities to the credit of the employee's account. The employee will provide such evidence regarding the aforementioned items as is required by the Employer.

8. The arbitrator shall not have power to render an award on any grievance occurring before the effective date, or pending after the termination date, of this Agreement.
9. The arbitrator may hear and determine only one (1) grievance at a time unless the parties agree otherwise in writing.

Section 22. Retained Rights

- A. The Employer in its sole discretion retains the exclusive right subject to applicable conditions requiring prior notification and/or discussion set forth in this Agreement, to determine, modify or abolish policies and procedures concerning any of the following: the utilization and staffing of its facilities the standards of job performance and patient care; the work week, shift schedules and assignment of individual employees thereto; work rules and regulations; the job classifications and the duties to be performed by such classifications; the direction of the work force including the hiring, promotion, evaluation and assignment of employees; the retirement of employees for age or disability subject to the provisions of applicable law; and the determination of whether, when or where there are job openings except as already provided for in the contract.
- B. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the Employer even though not enumerated above, and the express provisions of this Agreement constitute the only limitations upon the Employer's rights. The exercise of any right reserved to management herein in a particular manner or the non-exercise of any such rights shall not be deemed a waiver of the Employer's right to preclude the Employer from exercising the right in a different manner. The Employer is not bound by any past practices of the Employer unless such practices or understandings are specifically stated in this Agreement. (Except as stated herein.)
- C. Should the Employer propose to subcontract or transfer to another facility of the Employer any of the services provided by employees covered by this Agreement, such proposal shall be subject to prior notification and discussion with the Union, pursuant to the provisions of Section 22, subparagraph C.

Section 23. Glossary of Terms

- A. "Sole Discretion" shall mean that the Employer's action in the matter or condition referred to shall not require prior notice to or discussion with the Union, nor shall such action be subject to grievance arbitration.

- B. "Prior Notification" shall mean that prior to taking any action in the matter referred to, the Employer shall be required to give the Union reasonable advance notice of such action, but shall not be required to discuss such action prior to implementation, nor shall such action be subject to grievance or arbitration.
- C. "Prior Notification and Discussion" shall mean that if the Employer proposes to take any action in the matter referred to, he/she shall be required to give the Union reasonable notice of intent to take such action, to meet and discuss such action with the Union and to consider proposals the Union may make with regard to such action. Should the parties not agree on whether or what manner the action shall be taken, the Employer shall have the right to implement such action and the action shall not be subject to grievance or arbitration. is not subject to grievance or arbitration. "Final Decision" represents "Sole Discretion" of the Employer in personnel matters.
- D. "Final Decision" shall mean a decision of the Employer in the matter referred to, and such decision is not subject to grievance or arbitration. "Final Decision" represents "Sole Discretion" of the Employer in personnel matters.
- E. "Requiring Mutual Agreement" shall mean that any action in the matter referred to shall require the concurrence, in writing, of both parties to this Agreement.

Section 24. Entire Agreement

The parties agree that this Agreement is intended to cover all matters affecting wages, hours, and working conditions, and that, subject to the provisions of Section 1(C), Section 6(B), Section 9(F), Section 21, Section 26 and Section 27, during the term of this Agreement neither the Employer nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

Section 25. Work Stoppage

The Union, its members and representatives and the employees, agree that it and they will not engage in, authorized, sanction or support any strike, sympathy strike, slowdown, walkout or stoppage of work for any cause or dispute, regardless of whether such cause or dispute is or is not subject to the grievance and arbitration provision of this Agreement such as jurisdictional disputes and disputes involving alleged Employer unfair labor practice. In the event of any strike, walkout, slowdown, work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert same. The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

Section 26. Savings Clause

Should any federal or state law, executive order, county ordinance, or final determination or regulation of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law, executive order, ordinance, regulation, or determination and otherwise this Agreement shall continue in full force and effect. The parties hereto recognize that the Employer operates its facility pursuant to agreements with the county of San Mateo (the "County Agreements"). Should any provision of this Agreement conflict in any way with any provision of the County Agreements, the provision or provisions affected shall be automatically conformed to the County Agreements. Should such conformance result in the elimination or reduction of any economic benefit previously enjoyed by the employees under a specific provision of this Agreement, the parties shall meet for the purpose of discussing the substitution, if possible, of such economic benefit affected; such substitution shall require the mutual agreement of the parties.

Section 27. Duration and Termination

This Agreement shall remain in full force and effect from the date on which the Union notifies the Employer, in writing that the final tentative agreement of the bargaining teams has been ratified by the bargaining unit members, and shall remain in effect until June 30, 2021. The Agreement shall be reopened for negotiations concerning Appendix B, Wage Rates, on June 1, 2020. The Agreement shall also be subject to being reopened for negotiations concerning Appendix B, Wage Rates, based on an increase in the San Mateo County living wage and/or, by mutual agreement of the parties, availability of additional funds from San Mateo County.

For the Employer:

For the Union:

SUZANNE RUDNITZKI,
Chief Human Resources Officer and
Senior Vice President

MICHAEL FLOYD,
Business Agent, AFSCME
Council 57

CRYSTAL HUTCHINSON,
Program Administrator

CAROLYN HIMMELGREEN,
Bargaining Committee Member

ABRAHAM GUENTHER,
Bargaining Committee Member

APPENDIX A
ON-CALL EMPLOYEES

DEFINITION AND COVERAGE

This appendix shall apply to employees with the employment status of on-call (no benefit). An on-call employee shall be one who works on occasional relief schedule but who is also available on an on-call basis to work temporary, part-time or full-time assignments on a fill-in basis. Such employees are excluded from coverage under the following provisions of the Agreement; subject to the conditions further described herein:

Section 5	Employment Status
Section 7.H.	(Work Schedule)
Section 8	Transfer and promotion (Except 8A, B, C and D)
Section 9	Seniority and layoff (Except 9D, E and F)
Section 11	Holidays (Except 11 D.3)
Section 12	Paid Days Of Leave
Section 13	Leaves of Absence
Section 14	Jury Leave
Section 15	Training

CONDITIONS SPECIFIC TO ON-CALL EMPLOYEES

A. An on-call employee shall serve a probationary period of 1040 hours worked. Should an on-call employee transfer to a regular full or part-time position within the same job classification, after completion of the probationary period, a forty-five (45) day trial period shall apply from date of such transfer. If during this trial period the employee is not able to adequately perform the duties of the job, the employee will be returned to his/her previous on-call status.

B. On-call employees hired on or before the date of final ratification of this agreement shall be paid, in addition to their hourly rate, a premium of \$0.55 per hour worked for Unit A positions and \$0.75 per hour worked for LVN/LPT's. On-call employees hired after the date of final ratification of this agreement shall not receive such additional pay.

C. When a regular full-time or part-time employee is reclassified to on-call in the same job classification, the employee will retain his/her current or equivalent salary level and step, with the exception of MHW III, who will retain his/her current or equivalent salary level and step as MHW II.

On-call employees may receive credit towards step increases for cumulative hours of 1040

satisfying six (6) months requirements and 2080 satisfying one (1) year requirements. Hours may be cumulative from year to year. The step increase is effective the first full pay period in January or July of each year.

If an on-call employee obtains regular status, hours of seniority credit toward longevity pay increments on the salary schedule, transfer, promotion and layoff shall be retained. In addition, credit towards the benefits eligibility period of ninety (90) days shall be determined on the basis of on-call hours worked (i.e., 173.3 hours equals one month's credit). If an on-call worker is eligible for benefits under this formula at the time he/she obtains regular status, such benefits shall take effect on the first of the month following.

D. (1) A regular full-time or part-time employee who transfers to on-call status shall be paid for all accrued PDL and holiday time, and must be given the opportunity to convert his/her insurance coverage to an individual plan. Accrued seniority for promotion, layoff and benefit purposes shall be retained only for any future return to regular status, as outlined in (D)(2.) below.

Seniority credit for longevity pay purposes and seniority gained towards passage of probation in the same classification shall be retained. After transferring to on-call status, an employee shall continue to accrue seniority as outlined in A) and C) above.

(2) Should an on-call employee who formerly held regular status transfer back from on-call to regular status, he/she shall resume credit for promotion, layoff and benefit purposes previously earned as a regular-status employee, provided the employee was continuously maintained on the payroll during the interim between the two periods of regular employment.

E. On-call employees who fail to accept three (3) offers of work during a ninety (90) day period can be removed from the list. If an on-call employee who is unavailable for work notifies the facility of his/her unavailability prior to such time, failure to accept a work assignment on that day will not be counted.

F. Any employee in on-call status who works a regular predetermined work schedule of 20-40 hours per week during twenty (20) consecutive work weeks shall be deemed to have acquired regular full or part-time status at the effective date of the request. Said employee must request change.

G. An on-call employee may request to be placed in an inactive status for a period not to exceed six (6) months for the purpose of maternity, education, personal or illness reasons. An employee returning from such inactive status shall resume his/her former status including previously earned rights.

H. Section 3B (Union Security) shall apply to on-call employees subject to the following proviso. Following submission to the Employer of the on-call employee's signed authorization for dues deduction, the Employer agrees to deduct the appropriate monthly Union membership dues from the first bi-weekly paycheck that the on-call employee receives during any one month. Dues will not be deducted for any month during which the employee did not work.

I. On-call employees who work Memorial Day, Thanksgiving, Christmas or New Year's Day shall be paid premium pay at one and one-half (1 1/2) times their base rate of pay for hours worked in addition to holiday time with pay.

J. On-call staff will be called before registry.

TELECARE CORPORATION D/B/A
 CORDILLERAS MENTAL HEALTH CENTER
 Reopener Negotiations with
 AFSCME LOCAL 829

TENTATIVE AGREEMENT -- March 29, 2019

The bargaining teams for Telecare and AFSCME hereby tentatively agree to the following to resolve all issues relating to the wage reopener provisions of section 27 of the 2018-2021 collective bargaining agreement. The bargaining teams agree to actively support ratification of this tentative agreement by the bargaining unit members.

1. The wage tables for the following classifications shall be increased as set forth below, effective with the pay period beginning on June 23, 2019:

Job Title	Step 1 (0-11 Months)	Step 2 (12 - 23 Months)	Step 3 (24 - 35 Months)	Step 4 (36 - 47 Months)	Step 5 (480 - 59 Months)	Step 6 (60 - 71 Months)	Step 7 (72 - 107 Months)	Step 8 (108 - + Months)
Cook	17.80	18.05	18.30	18.55	19.10	19.50	19.85	20.10
Diet Aide I	17.00	17.25	17.50	17.75	18.00	18.30	18.60	18.90
Diet Aide II	17.20	17.45	17.70	17.95	18.20	18.50	18.80	19.10
Housekeeper	17.10	17.35	17.60	17.85	18.10	18.40	18.70	19.00
Recovery Specialist I (Certified)	17.30	17.55	17.80	18.05	18.30	18.60	18.90	19.20
Recovery Specialist II	17.75	18.00	18.25	18.50	19.00	19.35	19.70	20.00
Recovery Specialist III	18.15	18.40	18.65	18.90	19.60	19.90	20.25	20.50
Rehab Aide	18.60	18.85	19.10	19.65	20.35	20.70	21.50	21.60
Residential Counselor	17.30	17.55	17.80	18.05	18.30	18.60	18.90	19.20
Residential Counselor II	17.75	18.00	18.25	18.50	19.00	19.35	19.70	20.00
Sr Cook	18.20	18.45	18.70	19.00	19.65	20.05	20.40	20.70
Unit Clerk	17.50	17.75	18.00	18.25	18.50	18.80	19.10	19.40
Utility Housekeeper	17.30	17.55	17.80	18.05	18.30	18.60	18.90	19.20

Handwritten: 3/29/19
 T.A. [Signature]
 3-29-19

2. The wage tables for all classifications (including classifications identified above, as well as the Rehab Therapists, PSC II, Residential Social Workers, LVN/LPT and Social Workers) shall be increased, across the board, by three percent (3%), effective with the pay period beginning on June 20, 2020.

3. Promptly after ratification of the tentative agreement, the Employer will offer a Senior Cook position to Calvin Wilson. Mr. Wilson will have seven (7) calendar days to consider the offer and either accept or reject it. If accepted, the assignment will be effective on the first day of the first full pay period following acceptance. This offer will be made without regard to the process for filling vacancies identified in Section 8 of the collective bargaining agreement. The Union and Employer agree that this offer is made on a non-precedential basis.

Michael Floss 3/29/19
Paul [Signature] 3/29/19
Abner [Signature] 3/29/19

T. A. [Signature]
3-29-19

The bargaining teams for Telecare and AFSCME hereby tentatively agree to the following to resolve all issues relating to the wage reopener provisions of section 27 of the 2018-2021 collective bargaining agreement. The bargaining teams agree to actively support ratification of this tentative agreement by the bargaining unit members.

1. The wage tables for the following classifications shall be increased as set forth below, effective with the pay period beginning on June 23, 2019:

Job Title	Step 1 (0-11 Months)	Step 2 (12 - 23 Months)	Step 3 (24 - 35 Months)	Step 4 (36 - 47 Months)	Step 5 (480 - 59 Months)	Step 6 (60 - 71 Months)	Step 7 (72 - 107 Months)	Step 8 (108 - + Months)
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Cook	17.80	18.05	18.30	18.55	19.10	19.50	19.85	20.10
Diet Aide I	17.00	17.25	17.50	17.75	18.00	18.30	18.60	18.90
Diet Aide II	17.20	17.45	17.70	17.95	18.20	18.50	18.80	19.10
Housekeeper	17.10	17.35	17.60	17.85	18.10	18.40	18.70	19.00
Recovery Specialist I (Certified)	17.30	17.55	17.80	18.05	18.30	18.60	18.90	19.20
Recovery Specialist II	17.75	18.00	18.25	18.50	19.00	19.35	19.70	20.00
Recovery Specialist III	18.15	18.40	18.65	18.90	19.60	19.90	20.25	20.50
Rehab Aide	18.60	18.85	19.10	19.65	20.35	20.70	21.50	21.60
Residential Counselor	17.30	17.55	17.80	18.05	18.30	18.60	18.90	19.20
Residential Counselor II	17.75	18.00	18.25	18.50	19.00	19.35	19.70	20.00
Sr Cook	18.20	18.45	18.70	19.00	19.65	20.05	20.40	20.70
Unit Clerk	17.50	17.75	18.00	18.25	18.50	18.80	19.10	19.40
Utility Housekeeper	17.30	17.55	17.80	18.05	18.30	18.60	18.90	19.20

2. The wage tables for all classifications (including classifications identified above, as well as the Rehab Therapists, PSC II, Residential Social Workers, LVN/LPT and Social Workers) shall be increased, across the board, by three percent (3%), effective with the pay period beginning on June 20, 2020.

APPENDIX B: WAGE RATES EFFECTIVE FIRST FULL PAY PERIOD OF APRIL 2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Start	12 Months	24 Months	36 Months	48 Months	60 Months	72 Months	108 Months
Cook	16.38	17.06	17.69	18.40	19.04	19.42	19.75	20.04
Diet Aide I	13.44	13.99	14.54	15.08	15.60	15.84	16.11	16.37
Diet Aide II	14.19	14.71	15.27	15.85	16.45	16.71	16.99	17.25
Housekeeper	13.63	14.22	14.71	15.27	15.83	16.09	16.37	16.60
Recovery Specialist I (Certified)	14.98	15.54	16.14	16.74	17.35	17.64	17.98	18.26
Recovery Specialist II	16.30	16.89	17.59	18.23	18.94	19.28	19.63	19.91
Recovery Specialist III	16.81	17.46	18.15	18.80	19.51	19.85	20.18	20.46
Rehab Aide	17.64	18.27	18.95	19.60	20.32	20.67	20.99	21.29
Residential Counselor	14.98	15.54	16.14	16.74	17.35	17.64	17.98	18.26
Residential Counselor II	16.30	16.89	17.59	18.23	18.94	19.28	19.63	19.91
Sr Cook	16.88	17.58	18.22	18.95	19.60	20.00	20.34	20.63
Unit Clerk	15.61	16.25	16.82	17.44	18.06	18.29	18.56	18.86
Utility Housekeeper	14.98	15.54	16.14	16.74	17.35	17.64	17.98	18.26
LVN/LPT Staff Nurse	26.74	27.77	28.72	29.71	30.70	31.15	31.65	32.06
PSC II	23.30	24.20	24.99	25.92	26.77	27.18	27.66	28.08
Rehab Therapist	22.83	23.70	24.49	25.41	26.22	26.66	27.11	27.52
Rehab Therapist (Masters)	24.42	25.36	26.19	27.16	28.06	28.48	28.99	29.43
Residential Social Worker (BA/BS)	25.05	25.96	26.89	27.80	28.77	29.22	29.65	30.06
Residential Social Worker (MSW)	28.06	29.06	30.12	31.09	32.22	32.75	33.22	33.66
Social Worker (LCSW)	28.63	29.64	30.71	31.68	32.85	33.40	33.88	34.34
Social Worker (MSW)	28.06	29.06	30.12	31.09	32.22	32.75	33.22	33.66

AFSCME DISTRICT COUNCIL 57

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