

MEMORANDUM OF UNDERSTANDING

LOCAL 1021

Between

CONARD HOUSE, INCORPORATED

And

**SERVICE EMPLOYEES
INTERNATIONAL
UNION LOCAL 1021**

SEIU
Stronger Together

July 1, 2022 – June 30, 2024

SECTION XXVI. TERM OF AGREEMENT

A. **No Strike - No Lockout:** The Employer, the Union and the employees agree that as long as this Agreement is in full force and effect, there shall be no lockout by the Employer and no strike by the Union. The parties recognize that the grievance procedure provided in this Agreement is the appropriate means for resolving disputes involving contractual interpretation.

B. **Term:** This Agreement shall be effective upon ratification and shall remain in full force and effect until and through June 30, 2024 and shall continue thereafter from year to year unless notice to amend, modify or terminate is served by either party at least ninety (90) days prior to the termination date of this Agreement.

CONARD HOUSE, Inc.



Anne Quaintance
CEO/Executive Director

September 30, 2022

SEIU LOCAL 1021



Ron Rhone
Field Representative

September 30, 2022

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2022-2024 AGREEMENT

Between

CONARD HOUSE, INCORPORATED

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021, CTW

This Agreement is entered into by and between CONARD HOUSE, INC. (hereinafter referred to as the "Employer") and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021, CTW (hereinafter referred to as "Union").

PREAMBLE

The parties enter into this Agreement to assure quality service to the clients, that the operations and performance of the Agency will be enhanced, and that there will be harmonious and constructive labor-management relations.

SECTION I. MANAGEMENT RIGHTS

It is mutually agreed that it is the Employer's exclusive duty and right to manage the operations of the Employer and to direct the working forces. This right includes, but is not limited to, the right to determine the number and location of facilities, determine the size of the work force, set personnel policies, hire, transfer, promote, demote, schedule, determine job content, reclassify, layoff, discipline or discharge employees, and to contract out for services as has been done in the past, subject to the conditions provided herein.

SECTION II. RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for its employees pursuant to the Recognition Agreement dated May 19, 1997.

SECTION III. UNION MEMBERSHIP

- A. Definition: All employees of the Employer who are subject to this Agreement, and who are employed by the Employer on the effective date of this Agreement, shall be required as a condition of employment to become members in the Union in good standing within thirty-one (31) days of the effective date of this Agreement and to remain members in good standing during the course of their employment.

- B. 1. Due & Fees: All employees of the Employer who are subject to this Agreement and who are hired after the effective date of this Agreement shall, not later than the thirty-first

(31st) day following commencement of employment, become members of the Union in good standing and shall remain members in good standing during the course of their employment. Members in good standing shall be defined as employed members of the Union who tender periodic dues uniformly required by the Union as a condition of acquiring or retaining membership.

2. Dues Deduction: The periodic dues and fees will be deducted from the employee's paycheck upon submission to the Employer of a proper written authorization by the employees.
- C. 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 tender the periodic dues uniformly required by the Union as a condition of acquiring or retaining membership in the Union.
- D. Hold Harmless: The Union shall indemnify and save the Employer harmless from any and all claims, suits or other actions arising from this Section or complying with any request for termination of employment under this Section.
- E. Notification: Not later than once each month, the Employer shall supply the Union with the name, classification, mailing address and date of hire of any newly hired employee and the names of any employees terminated or laid off during the previous month.
- F. Alternative Union Membership: Notwithstanding the above, any employee who is a member of and adheres to, established and traditional tenets or teachings of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support this Union as condition of employment. Such employee is, however, required to pay sums equal to the Unions periodic dues to a non-labor, non-religious charitable fund exempt from taxation under Section 501(c) (3) of Title 36 the Internal Revenue Code through normal payroll deductions.
- G. COPE Check-off. The Employer agrees to deduct and transmit to the treasurer of Local 1021 Political Action Committee the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Local 1021 Political Action Committee. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. Employees hired subsequent to the signing of this Agreement may authorize such deductions within thirty (30) days of the date of hire. Current employees may authorize such deductions within thirty (30) days of the signing of this Agreement. Any employee who authorizes such deduction and subsequently wishes to change the amount of the deduction or revoke the authorization may do so during the period of June 1 through June 30th in each year.

SECTION IV. UNION BUSINESS

- A. Visitation: A duly authorized representative of the Union shall be permitted to talk with bargaining unit employees away from clients with a minimum of disturbance of work for the purpose of seeing that the terms of this contract are being observed, provided admission to the site on each occasion is effected through the usual front entrance and that notice of the

visit is given in advance to the Executive Director or the Director of the site. The Union shall notify the Employer in writing of the assigned Business Agent.

- B. Stewards: For the purpose of representation within a site, the Union shall be entitled to a Steward who shall restrict activities to the handling of grievances. The Union will notify the Employer in writing when a Steward is designated. A Steward may assist an employee in the presentation of a grievance if the employee requests such assistance. In no case will the Steward leave the place of work during work time without requesting approval from the Site Director. The Steward's activities shall not interfere with the work of any employee or the Steward's work.
- C. Bulletin Boards: The Employer shall furnish reasonable space on an existing bulletin board at each work location or, if not available, reasonable wall space, to be used solely for official Union business as it pertains to the employees of Conard House. The Union bulletin board or space shall be located in each work site office or staff-oriented area. The Union assumes all responsibility for the material contained on its notices. Such notices shall be signed by a Union official or shop steward. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to clients.
- D. Chapter Meeting Release: Management will release from regularly scheduled duties and pay union members up to 2.5 hours each quarter to attend quarterly union chapter meetings. Travel time and lunch time is included in the 2.5 hours. The Union will schedule these quarterly meetings with advance notice to supervisors and members. Union members may send reminder notices through the employer electronic mail system.

Union members who, at the time of the meetings, are not regularly scheduled to work or are off work on paid leave (vacation, sick leave or floating holidays) may attend the meetings voluntarily but will not be paid.

Members regularly scheduled to work at the time of the meeting and attending the meeting will record their time as "union meeting" in the comment column of electronic time sheets.

SECTION V. HARRASSMENT AND DISCRIMINATION

The Union, the employees and the Employer agree that conduct which constitutes unlawful harassment or discrimination on the basis of race, ethnicity, AIDS/HIV status, religious creed, color, national origin, ancestry, physical or mental disability, genetic information, veteran status, marital status, sex, gender identification, sexual orientation, age, or because of membership in the Union or activities on behalf of the Union will not be tolerated. Those violating this policy will be subject to disciplinary action up to and including termination.

A. Recruitment and Discrimination

It is understood that Conard House is an equal opportunity employer, supportive of affirmative action in all hiring, consistent with applicable law. Unless based on a bona fide occupational qualification, it is Conard House policy not to discriminate against its employees or applicants for employment on the basis of race, ethnicity, AIDS/HIV status, religious creed, color, national origin, ancestry, physical or mental disability, veteran status, marital status, sex, gender identification, sexual orientation, age or because of membership in the Union or activities on behalf of the Union. Recruitment procedures follow guidelines given by the Human Rights Commission.

B. Harassment

Employees have the right, as protected by law, to work in an environment free from harassment and discrimination with regard to the protected classes described above. In general harassment may take many forms, but the most common forms include verbally inappropriate or offensive remarks, threats, abuse or intimidation that convey derogatory or ridiculing attitudes; unwelcome physical contact, touching, staring, following, or intimidating or hostile physical acts; and visual references such as offensive or obscene photographs, pictures, posters, drawings, calendars, notes, invitations, displays that shows hostility toward or denigrates or shows aversion towards an individual or group based upon a protected characteristic.

With regard to sexual harassment, which is defined as unwelcome sexual advances, requests for favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly, a term or condition of employment, or is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise intimidating or offensive work environment.

In a cooperative workplace, a clear distinction exists between appropriate counseling, coaching, training and constructive criticism by a supervisor to an employee or between co-workers and behavior by a supervisor or co-worker, who badgers, threatens or otherwise bullies the employee or creates an intimidating or offensive workplace. It shall therefore be a violation of this section for any employee to badger, threaten, or otherwise bully any other employee. Nothing herein restricts a manager's reasonable exercise of authority.

C. Reporting and Resolution

Reports of harassment or discrimination will be handled in a timely manner according to procedures outlined in the Company's Personnel Manual.

SECTION VI. INTRODUCTORY PERIOD, DISCIPLINE/ DISCHARGE

- A. 1. Introductory Period: There is a introductory period of three (3) months for all new employees, except temporaries. This introductory period may be extended by the Employer in segments of one (1) month up to a maximum of six (6) months total. At the time of such extension, the Employer shall provide counseling and written evaluation of the employee's strengths and deficiencies to enable the employee to take appropriate steps to improve his/her performance. During the introductory period, the Employer shall provide necessary in- service training to the employee and shall provide evaluation to the employee about the progress of his/her work. An employee may be disciplined or discharged during the probation/introductory period without recourse to the grievance procedure for any reason that the Employer deems appropriate, except where there is an allegation of discrimination pursuant to Section V. Discrimination. Subsequent to the completion of the probation/introductory period, an employee is considered a regular employee.
2. Notice: If a staff member is separated because of unsatisfactory performance of his/her work during the introductory period, she/he will receive two (2) weeks' notice in writing or salary in lieu of notice.
3. Job Descriptions: All bargaining unit positions of the Employer are covered by written job descriptions intended to state the duties, responsibilities, performance expectations, level of supervision, minimum qualifications required and the salary range for each position. The Employer periodically reviews and modifies job descriptions and reserves the right to make changes in all employee job descriptions. When hired and when the job description is modified or changed, an employee shall be provided a copy of the job description.

- A. Just Cause: Employees who have completed their initial introductory period with the Employer shall not be discharged or otherwise disciplined except for just cause. Except under circumstances where the employee's conduct constitutes or creates a hazard to clients or gross misconduct, no employee shall be discharged unless s/he has received written warning and counseling, including a statement of action required to remove the deficiency and has been given a reasonable period of time to improve performance based upon the circumstances involved.
- B. Disciplinary Action: Notice of discharge or suspension shall be served in person or by certified mail to the employee at his or her last known address within twenty-four (24) hours of the disciplinary action, a copy of which shall be sent concurrently to the Union. The notice shall include the following information: (1) statement of the nature of the disciplinary action; (2) the effective date of the disciplinary action; (3) statement of the cause for disciplinary action; (4) description in ordinary and concise language of the act or omissions on which causes are based.
- D. Representation: An employee shall have the right to have a Union Representative or Steward, if the employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Prior to any such meeting, the Employer will inform the employee involved of such right. All disciplinary action other than for introductory employees may be reviewed in accordance with the grievance procedure.

SECTION VII. SENORITY

- A. Seniority: Seniority commences from the most recent date of regular hire except when an employee is rehired within two (2) years in which case the previous years of service will be included with current employment. Time not employed or on unpaid leave is not counted towards seniority. The parties agree to abide by the principle of classification for implementing layoffs, except when the principle is in direct conflict with the goals of the Employer's Affirmative Action Policy and diversity goals. Seniority for the purposes of implementing layoff, is defined as the employee's length of service provided merit and ability are approximately equal.
- B. Authorized Leaves: Employee rights to authorized leaves of absence shall not constitute a break in their seniority in determining their seniority. However, employees shall not accrue seniority during unpaid leaves granted by the employer that are longer than thirty (30) days.
- C. Break in Service: Employees seniority rights shall be discontinued for any of the following reasons:
 - 1. A voluntary quit or justified discharge.
 - 2. Failure to return to work, without justifiable reason, within a three (3) day period after proper notification to do so.
 - 3. Layoff for a period of eighteen months (18) or more.

D. Reduction in Force:

1. When a reduction in force is necessary:

- a) Open Positions: Affected non-introductory employees, who have been laid off, may bid for any open positions in their classification in the bargaining unit. The employer will seriously consider current employees for any other open positions in the bargaining unit, before taking outside applicants.
- b) Reduction in Hours: If there are not sufficient open positions to avoid layoffs, the employer will meet and discuss with the Union other possible alternatives to layoffs, such as a reduction in hours, job sharing, or flex placement. Then volunteers shall be sought prior to the implementation of any agreed upon alternatives, including reduction in hours. If there are no volunteers or an insufficient number of volunteers to reduce the number of hour's necessary, an involuntary layoff will occur.
- c) Classifications for Layoffs: Layoffs shall be implemented based upon seniority among all bargaining unit employees in the same classification, commencing with the least senior. In the event a layoff occurs in a worksite where the employee(s) affected by the layoff has more seniority than employees in the same classification in other worksites, the senior employee shall have the option to displace the least senior person in the same classification (regardless of site), who has the closest number of work hours to the employee affected by the layoff. For the purposes of Section VII, Classifications used when determining seniority are:

i Supportive Housing/Community Services Program

Classification 1	Case Manager III (waivered/licensed)
Classification 2	Case Manager II (MHRs)
Classification 3A	SHP Case Manager I (non-biller)
Classification 3B	CS Case Manager I, SHP Money Manager
Classification 4	Health Navigator

ii Property Management

Classification 5	Maintenance Technicians
Classification 6	Lead Desk Clerks/Lead Janitors
Classification 7	Desk Clerks
Classification 8	Janitors

Note: Workers from the Classification 3A or B placed on the recall list will be considered to meet the qualifications of the position for either classification for rehire.

- d) Bumping Process: In the event an employee is the least senior employee in a classification which is being affected by a layoff but has greater seniority than an employee in another classification, the affected employee may exercise the option to bump the least senior employee in another classification, provided that the affected employee has previously performed the duties of that position in this organization. Such bumping may constitute a voluntary demotion, and the bumping employee will receive the salary of a new classification. Of note, part

time employees cannot bump full time employees. Should a full time employee bump a part-time employee, the former full time will become part-time.

- e) Reinforce Diversity: None of the above shall conflict with the goals of Affirmative Action and Diversity.

- E. Layoff and Fill-in Status: Any regular or probation/introductory period employee receiving a notice of layoff shall have rights in order of seniority to be used as fill-in workers for the Employer.

- F. Layoff and Workload Distribution: The employer will endeavor to re-distribute work on an equitable basis, when there are layoffs.

- G. Notice of Layoff: Unless the Employer is given less than 30 days by its funders, employees who are laid off under the provisions of this Section shall be given, as soon as possible but no less than thirty (30) calendar days, written notice prior to the effective date or layoff, and the Union shall be sent concurrent notice.

- H. Recall: The Employer shall recall all laid off employees prior to the hiring of any new employee for which the laid off employee(s) meet(s) the qualifications of the position. Recall shall be accomplished in inverse order of layoff from the Agency, consistent with the Employer's Affirmative Action policy.

- I. Recall Lists:
 - 1. A list of employees on layoff shall be maintained for a period of eighteen (18) months. Employees on layoff shall be responsible for informing the Employer of current address and telephone number while on layoff.

 - 2. An employee shall have the right to two (2) refusals of recall should both calls be to a site other than the one in which the layoff occurred.

 - 3. An employee refusing first recall to the same site in which the layoff occurred or refusing third recall to any site, shall be stricken from the layoff and seniority lists. However, if an employee is called back to a temporary position, s/he shall have the right to refuse that position without the refusal affecting loss of recall rights.

- J. Recall Notification: The Employer shall inform the employee of recall by use of registered mail, return receipt requested. The employee shall have four (4) calendar days from receipt to inform the Employer if the position is accepted. If an employee rejects recall as provided in Subsection I above, such rejection shall be in writing or the employee will be stricken from the seniority and layoff lists.

- K. Job Posting: Bargaining unit job openings shall be posted at each site covered by this Agreement at the same time notice is given to the community, but in no case for a period of less than seven (7) calendar days before the closing date for accepting applications. A copy of such notice shall be sent to the Union at the time of posting. A notice shall be posted for each job vacancy and shall include job location. Job openings in any bargaining unit position shall be awarded to the applicant best qualified for the position, who has the skill and ability to perform the job in the best judgment of the Employer. Such action should be consistent with the Affirmative Action Policy and the requirements of the contracting agency.

- L. Preference in Hiring: Bargaining unit employees shall be preferred over outside applicants in filling bargaining unit vacancies, if they are qualified in the judgment of the Employer, and provided, further, that such does not conflict with the Employer's Affirmative Action Policies and the requirements of the Employer's contracting agency.
- M. Hiring Committee: In filling bargaining unit vacancies, a hiring advisory committee shall be appointed by the Program Director consisting of at least three (3) individuals and including at least ~~two (2)~~ one (1) bargaining unit employees (~~one of~~ (which shall be selected by the bargaining unit) from the site where the vacancy occurs. Participating in the hiring advisory committee is voluntary. In the event that there are no volunteers for the committee, hiring shall proceed under the directions of Management. The hiring committee will discuss all applicants and will make recommendations to the Program Director regarding the selection of finalist(s). The ultimate decision of who to hire rests with the Employer.
- N. Re-Organization of Schedules and Shift Bidding: No later than 30 days after the ratification of this agreement, the Employer shall negotiate with the Union to establish regular schedules and re-organize the schedules for Desk Clerks, Lead Desk Clerks, Janitors and Lead Janitors. The Employer shall negotiate with the Union to establish or to revise a shift bidding procedure. The determination of the shift bidding procedure shall be by mutual agreements. All shift postings shall include the following information: the nature of the assignment, hours, days off, work location, and duration of the bid. The shift bidding procedure shall incorporate the principles of seniority. This provision shall not be applied in an arbitrary or capricious manner.

SECTION VIII. PERSONNEL FILES

- A. Inspection: Records, reports and other material relating to employment and the performance of each employee shall be maintained by the Employer and shall be open at reasonable time to the inspection of the employee concerned with or without a Union Representative present, at the option of the employee.
- B. Filing Procedure: Material relating to performance shall be signed by a person competent to know the facts and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that such signature merely signifies reading and receiving the material to be filed and does not necessarily indicate agreement with its contents. The employee shall receive a copy upon signing.
- C. Anonymous Material: No anonymous material will be introduced into file of any employee. Such material placed in the file prior to the execution of this Agreement shall be removed at the request of the employee and shall be given no weight or consideration for any purpose whatsoever.
- D. Answers And Reproductions: The employee shall have the right to answer any material filed and this answer shall be attached to the file copy. The answer shall not be removed from the material filed unless the Employer and the employee agree to remove the material and answer.
- E. Secret Material: Except for material which is not kept in the personnel file by mutual agreement and signature of the Employer and employee, material not in the file may not be used against an employee for any purpose.
- F. Complimentary Material: Information of a complimentary nature received by the Employer pertaining to the work performance of any employee may be placed in the employee's personnel file upon notification to the employee or at the employee's request.

- G. Incorrect Material: Material will be removed or otherwise deleted from an employee's personnel file if the Employer and the employee agree that the material is incorrect or if the material is determined to be incorrect as a result of the grievance procedure.
- H. Objectionable Material: Excluding formal evaluations, any material objectionable to the employee may be grieved as to whether it is proper to remain in the file.
- I. Release of Information: The Employer shall not release any information without a written release of information from the employee.
- J. Procedures for Letter of Recommendation: An employee may request a letter of reference to a specific prospective employer, school, etc. Such request must be provided in writing to the Program Director and is subject to Executive Director's approval. The employee must sign a copy of the letter of reference, before it will be forwarded to the reference source.
- K. Time Limits for Disciplinary Review: Materials relating to disciplinary actions in the employee's personnel file which have been in the file six months shall not be used in a subsequent progressive disciplinary process provided there has been no reoccurrence of the conduct on which the discipline was based. Reference to disciplinary actions which were based workplace health and safety or violations of law, such as for sexual harassment, are exempt from this provision.

SECTION IX. HOURS

- A. Time Records: All employees must file a semi-monthly electronic time sheet reporting actual hours worked during a given week.
- B. Overtime: All employees covered by this Agreement shall be paid time and one-half (1½) for all hours worked over forty (40) in a week.
- C. Meals and Rest Periods: All non-exempt employees covered by this agreement who work more than six hours in a day shall be provided with a paid 60 minute, uninterrupted meal period starting no later than the fifth hour of work.

If the meal period is missed due to operational needs the employee shall receive 1 (one) additional hour of "straight time" pay.

SECTION X. LEAVE OF ABSENCE

- A. Definition: A leave of absence shall be defined as an approved absence from work without pay. To be eligible for a leave of absence other disability leave, an employee must successfully pass probation/introductory period.
- B. Approval Process: Any request for a leave of absence must be submitted in writing by the employee to his/her supervisor and approved by the executive director. The request shall state the reason the leave of absence is being requested and the beginning and ending dates for the leave of absence. Any extension of a leave of absence beyond the period initially arranged for shall require submission of an additional written request and approval of the Employer.
- C. Medical/Disability Leave (self or family): A Health Care Provider's note will be required as soon as practical stating dates of leave and date of return. Medical Leave after 1000 hours of

work and 12 months will be covered under Family Medical Leave Act (FMLA). Unpaid leave will be granted for 12 weeks, and additional time up to 12 weeks as requested by a physician. Accrued leave must be used in conjunction with this leave.

- D. Maternity Leave. An employee shall be entitled to a leave of absence not to exceed four (4) months, upon certification by the employee's physician of physical disability, including pregnancy. Upon certification by the employee's physician, of continued disability, up to an additional three (3) months may be granted. Maternity leave shall be taken in the period prior and/or after the birth of a child.

An employee returning from a leave of absence of four (4) months or less granted under this Subsection shall be entitled to return to the position s/he held at the time the leave was granted. An employee returning from a leave of absence of more than four (4) months shall be entitled to return to his/her original position, if available, or if not available, to an available comparable position. If a comparable position is not available, the employee shall be placed on the layoff list and his/her recall shall be treated in accordance with the procedure outlined in Section VII. , Seniority and Layoffs. Employees on medical leave may use sick and vacation leave accrual.

- E. Parental Leave. Employees who have completed their introductory period shall be entitled to a family leave of absence. Such leave shall not exceed three (3) months, except at the discretion of the Employer. Parental leave shall be taken in the period prior and/or after the birth, placement for foster care or adoption of a child up to one year of age.

An employee returning from a leave of absence of twelve (12) weeks or less granted under this Subsection shall be entitled to return to the position s/he held at the time the leave was granted. An employee returning from a leave of absence of more than twelve (12) weeks shall be entitled to return to his/her original position, if available, or if not available, to an available comparable position, If a comparable position is not available, the employee shall be placed on the layoff list and his/her recall shall be treated in accordance with the procedure outlined in Section VII., Seniority and Layoffs.

- F. Family Medical Leave: Nothing in this Agreement shall afford the bargaining unit members any lesser rights or benefits specified and applicable in the Family Medical Leave Act. Leaves contained herein are to be considered FMLA time off. For FMLA purposes family members included spouse, spouse equivalent, child, sibling, parent, grandparent, or grandchild, in-laws and house mates.

We will of course grant medical leave to introductory employees, but it is not under FMLA.

- G. Other Leaves of Absence: Leaves of absence for reasons other than disability may be granted to employees who have successfully completed the /introductory period. Such leave may be granted for such reasons as family emergency, personal business or education when the efficiency of the Agency's operations will not be unduly impaired.

An employee returning from a leave of absence of up to three (3) months granted under this Subsection shall be entitled to return to the position s/he held at the time the leave was granted. An employee returning from a leave of absence of more than six (6) months shall be entitled to return to his/her original position, if available, or if not available, to an available comparable position. If a comparable position is not available, the employee shall be placed on the layoff list and his/her recall shall be treated in accordance with the procedure outlined in Section VII., Seniority and Layoffs.

- H. Benefits & Leave: Prior to taking an unpaid medical leave, employees must use all accrued paid time (except Maternity Leave). Benefits stipend will apply up to 3 months of medical leave or parental leave and 4 months of maternity leave. Benefits stipend will not be given to

non-medical leaves of absence. Employees shall not accrue benefits or seniority while on an unpaid leave of absence in excess of one (1) month. However, such employees shall not lose any previously accrued seniority or benefits as a result of leave of absence.

SECTION XI. VACATION

A. Full-Time Employees: All Full-time employees shall earn vacation as follows:

<u>Years of Regular Employment</u>	<u>Monthly Accrual Rate</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
First three (3) years	10.0 hrs.	15 days	22.5 days or 180 hours
After (3) years	13.3 hrs.	20 days	30 days or 240 hours
After seven (7) years	16.7 hrs.	25 days	38 days or 301 hours
After fifteen (15) years	20.0 hrs.	30 days	45 days or 360 hours
After twenty-five (25) years	24.0 hrs.	36 days	54 days or 432 hours

B. The maximum amount vacation accrual is determined by accrual rate. See above chart.

C. Prorated Vacation: Employees working at least 20 hours a week shall accrue vacation on a pro-rata basis. On-call or Fill-in employees who work an average of 20 hours a week for a three (3) month duration will be eligible for this paid leave benefit. On-call or Fill-in employees must continue to work an average of twenty (20) hours a week to maintain this benefit. Work hours will be assessed monthly for continuation of this paid leave benefit.

D. Request for Vacation: Vacation must be requested in advance in writing and approved in advance by the employee’s Supervisor or staff designated by the Supervisor. Employees are expected to use paid time off in the year earned. Accrued but unused vacation in the year of separation will be paid at time of termination.

E. Emergency Leave and Donation of Vacation: Conard House recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available leave balance. To address this need all eligible employees will be allowed to donate vacation from their unused balance to their co-workers in need, in accordance with the policy outlined below. This policy is strictly voluntary.

1. Guidelines

Employees who would like to make a request to receive donated vacation from their co-workers must have a situation that meets the following criteria:

Family Health Related Emergency- Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, spouse equivalent, child, parent, sibling, grand parent, grandchild or other relationship in which the employee is the legal guardian or sole caretaker.

Other Personal Crisis- A personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee’s primary residence such as a fire or severe storm.

Employees who receive donated vacation may receive no more than 480 hours (12 weeks) within a rolling 12 month period. Employees who receive donated time will not accrue leave while using this time.

Employees who donate vacation from their unused balance must donate a minimum of 4 hours and a maximum of 40 hours or no more than 50 % of their current balance, whichever is less. Employees who donate time will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees cannot borrow against future

vacation to donate. Employees who are currently on an approved leave of absence cannot donate vacation.

2. Procedure and Approval

Employees who would like to make a request to receive donated vacation are required to complete a Donation of Vacation Request Form which includes authorization to present their request to the employees of Conard House for the sole purpose of soliciting donations, through all staff e-mail. Employees who wish to donate vacation to a co-worker in need must complete the Donation of Vacation Form distributed by the employee in need indicating the number of hours to donate and return the completed for to Human Resources at Administration.

Requests for donations of Vacation must be approved by Human Resources, the employee's Supervisor(s) and the Executive Director. Donations will be subtracted from the donating employee's leave accrual balance at the time of approved donation, and the donated leave will be paid to the recipient employee at his or her salary level.

If the recipient employee has available leave time in his or her balance, this time will be used prior to any donated vacation. Donated vacation may only be used for leave related to the approved request. Vacation donated that is in excess of the time off needed will be returned to the donor.

F. CASH OUT OF VACATION

Up to two times per year employees may "cash out" up to 80 hours of their accrued but not vacation time. The maximum hours for one or both time is 80 hours for the entire year. Staff must give notice and request cash out based on ACTUAL NOT ANTICIPATED hours. Based on date of request, payment will be received no later than 2 pay periods after request is made.

SECTION XII. HOLIDAYS

Employees will be granted 14 holidays per year. Holidays are differentiated between Standard and Floating Holidays with different terms of use. All employees working at least 20 hours a week are eligible for holiday pay, pro-rated accordingly. On-call or Fill-in employees who work an average of twenty (20) hours a week for a three (3) month duration will be eligible for this paid leave benefit. On-call or Fill-in employees must continue to work an average of twenty (20) hours a week to maintain this benefit. Work hours will be assessed monthly for continuation of this paid leave benefit.

A. Standard Holidays: The following are the ten (10) standard holidays:

New Year's Day	July 4th
Martin Luther King, Jr.'s Birthday	Labor Day
Presidents' Day	Thanksgiving and the day after (2 days)
Memorial Day	Christmas Day
Juneteenth	

All Conard House program and administrative offices will be closed on these 10 holidays. Employees will enter the time on the electronic time sheet and designate the time as Holiday. Classifications of Desk Clerks and Janitors will be scheduled to work on most holidays. Employees are expected to be actively at work on the preceding and following day of any holiday, unless on approved vacation or not scheduled to work. Paid holidays are not available to anyone on a leave of absence.

1. **Holiday Pay:** Employees who work on a holiday will be paid double time for all hours worked. Holiday pay is granted on the actual holiday not the observed holiday. Holidays are from midnight to midnight. If holiday pay is received for a holiday, the affected employee will not be granted a day off for that observed holiday.

2. Days off on Holidays: Employees who do not work on a holiday will be granted the observed holiday off and receive straight time rate of pay. If a holiday falls on a weekend, employees will have either the Friday before the holiday or the Monday after the holiday off.
3. Holidays on regular day off: If a holiday falls on a regular day off, the Employee shall be paid for the holiday at straight time rate.
4. Holidays during Vacation: If a holiday falls within an Employees vacation, the day will not be counted as a vacation day.

B. Floating Holidays: In addition to the ten (10) holidays, employees will be granted four (4) floating holidays which may be used at the employee's discretion for alternative days off. The intent is to recognize other religious holidays, faith traditions, family traditions and birthdays. Floating holidays will be granted each year beginning with the first day of the pay period including January 1 for the following year. Employees must request floating holidays with at least 24 hours' notice which must be approved by supervisors based upon program and staffing needs.

Floating holidays will increase with years of service:

Year 1	4 days	32 hours
Year 5	9 days	72 hours
Year 10	12 days	96 hours
Year 20	15 days	120 hours

If years of service date for the increase in floating holidays occurs after January 1st, the increase in floating holidays will be prorated. Any floating holidays left at the end of the pay period that concludes the calendar year, will be forfeited. Any employee leaving the agency without using floating holidays prior to end of the last pay period in the calendar year, will be not be paid for the unused floating holidays that year. Notification of beginning and end dates of each year will be noted in each Time Sheet Due Dates and Pay Day schedule.

SECTION XIII. SICK LEAVE

- A. Accrual: All full-time employees shall accrue 10 hours per month or 15 days a year of paid sick leave commencing with the date of employment or date of promoting to this benefit. An employee may accrue a maximum of 200 hours. Employees working at least twenty (20) hours per week shall accrue pro-rata sick leave. . On-call or Fill-in employees who work an average of twenty (20) hours a week for a three (3) month duration will be eligible for this paid leave benefit. On-call or Fill-in employees must continue to work an average of twenty (20) hours a week to maintain this benefit. Work hours will be assessed monthly for continuation of this paid leave benefit. Such leave is at the base rate of pay which the employee would have earned had he/she worked. Sick leave does not count towards hours worked in calculating overtime.
- B. Notification: It is the responsibility of all employees to report all absences to their immediate supervisor. Employees must notify their supervisor each day they are absent, unless other arrangements are agreed to.
- C. Medical Certification: An employee absent three (3) or more consecutive work days may be required to present a doctor's statement indicating the nature of illness or injury, as well as a certificate of recovery from same.
- D. Doctor's Appointments: Sick leave may be used for scheduled doctor's appointments for medical treatment. However, the employee is encouraged to discuss with his or her supervisor an appropriate time to schedule an appointment. An employee must notify his or supervisor of any such appointments at least twenty-four (24) hours in advance. The

supervisor reserves the right to deny time away from the office subject to the staffing needs of the program.

- E. Use for Family Care: Employees may use sick leave to care for ill or injured family members so long as such leave does not exceed forty (40) hours. If over forty (40) hours sick leave is used for family members, such sick leave will fall under the Family Medical Leave Act. For FMLA purposes family members included spouse, spouse equivalent, child, sibling, parent, grandparent, or grandchild and house mate.
- F. Termination Value: At termination of employment unused sick leave is not reimbursed. Former employees returning to work at Conard House within 2 years of termination date may include the remaining sick leave accrual balance in their future employment.

SECTION XIV. BEREAVEMENT LEAVE

At the time of a death in the employee's family, an employee, upon request, may be granted up to five (5) work days off with pay for the purpose of attending the funeral or to attend pre- or post-burial matters. An additional two (2) work days off with pay shall be granted when travel of 200 miles or more is required. If the employee requires additional time off, such time may fall under the Employer's family leave policy. An employee who is unable to attend services for the death of a family member may be granted up to three (work) days at the time of death without the requirement of attending services. Bereavement leave is not intended for any leave requested beyond the initial time of death. An employee is eligible for this benefit for each death in their family during their employment at Conard House.

For purposes of this section family members include, spouse, spouse equivalent, parent, child (biological, foster, stepchild, legal ward, child of a domestic partner, or a child of a person standing in loco parentis), sibling, grandparent, grandchild, in-laws or a member of the employee's immediate household. Employee's without a spouse or domestic partner may designate annually someone for the use of sick leave, and that designation would apply to bereavement leave as well. Other immediate family members may be considered if approved by the employer.

SECTION XV. JURY DUTY

In the event that an employee is called for and serves on a jury, the employee shall be paid, up to two weeks of pay, the difference between any jury pay received and his/her regular straight-time rate of pay. An employee who is called to jury duty while on introductory period shall have his/her introductory period extended for the period of time while on jury duty. As a condition of payment by the Employer, the employee must produce a receipt from the court clerk that s/he has served. Further, if the employee is dismissed from jury duty, s/he shall be required to return to work for the next full shift. The return to work will not be required in instances where the employee has worked forty (40) hours, including jury duty time, in any given work week. Except as provided above, no deduction in leave time or break in "continuity of employment" will be made for service of jury duty.

SECTION XVI. PROFESSIONAL CONFERENCE LEAVE

- A. Attendance at Programs: At the Employer's discretion, employees may attend job-related conferences, courses, classes, institutes or workshops of an educational nature and receive paid time off, provided:
1. The employee notifies the Employer in writing in advance specifying the conference, course, institute, workshop or class s/he wishes to attend;
 2. Such attendance does not unreasonably interfere with staffing.
 3. The Employer determines that the employee's work performance or value to the Employer will be enhanced by such attendance.
- B. Reimbursement: Conferences, courses, classes, institutes and workshops which the Employer requires an employee to attend shall count as time worked. The Employer shall pay normal expenses including public transportation costs, taxi fares, mileage at the current IRS rate, parking costs, toll charges, cost of business meals and tuition.
- C. Notice: The Employer shall provide a minimum of fourteen (14) calendar days' notice to employees of mandatory training meeting scheduled during an employee's off work time.
- D. Prepayment: For all regular employees, Conard House will advance payment to vendors for all employer directed licensing and training fees. (Such as Red Cross, CPR, DMV print outs). Check requests will be approved by the program director and checks will be disbursed during the regular check cycle. (Currently, 3-7 working days). After training, proof of attendance will be required. If no proof is provided, the employee will be required to reimburse Conard House for the amount advanced.

SECTION XVII. MILEAGE AND TRAVEL REIMBURSEMENT

The Employer shall reimburse employees for expenses incurred while traveling on Employer-authorized or directed business. Included are transportation costs, taxi fares, mileage at the IRS current rate, parking costs, toll charges and cost of business meals. Employees must submit travel reimbursement forms with all applicable receipts to payroll for reimbursement.

SECTION XVIII. PAID BENEFITS

- A. Cafeteria Benefits: Employees working at least 30 hours a week and meeting the current carrier's requirements for enrollment are eligible to participate in the Conard House Cafeteria Benefits Plan. All eligible employees must enroll in the health and dental plans, unless coverage is provided by the employee's spouse, spouse equivalent or group insurance through another employer. Dependent coverage is available and shall be at the employee's own expense. The Employer will provide information about the plans during new hire orientation and during annual open enrollment.
- B. On-call/Fill-in Paid Benefits: On-call or fill-in employees who work an average of thirty (30) hours a week for a three (3) month duration shall have the option to enroll in the Conard House benefit plans and receive the monthly employer contribution to benefit options. These three months are evaluated on a calendar quarterly basis. Employees working less than 30

hours a week may be eligible for benefits as defined by the Health Care Accountability Ordinance (HCAO) and the Health Care Security Ordinance (HCSO).

On-call/Fill-in employees must maintain an average of thirty hours per week to receive the monthly employer contribution to benefit options. Work hours will be assessed monthly for benefit continuations.

- C. 403(b) Retirement Plan: Conard House offers a 403(b) retirement plan geared toward helping employees plan their financial future. Employees who normally work twenty (20) or more hours per week or 1000 hours a year are eligible to participate in the plan. All eligible employees will be auto enrolled in the plan with the option to “opt out” if they wish. The plan allows employees to invest pre-tax wages for retirement and Roth type plans in which the employee invests post tax wages. Employees 50 years of age or older can also elect higher maximums, as they are more near to retirement than employees under 50. The Federal Government sets the annual maximum contribution to these plans. As an incentive and benefit of employment, Conard House annually matches up to 20% of that contribution. Employees are fully vested after 5 years of service. Current employees can review the Summary Plan Description which includes the vesting schedule (what % for each year of service) at the Conard House Intranet website on SharePoint. The Employer will provide information about the plan during new hire orientation and annual open enrollment.

SECTION XIX. CLASSIFICATIONS AND WAGES

A. The wages and classifications covered by this Agreement are listed below (revised 7-1-22).

<u>Classifications</u>	<u>Wage Rate per Hour</u>	<u>July 2021 (6%)</u>	<u>Feb '22²</u>	<u>July '22 (5.25%)</u>
Health Navigator		\$18.38	\$22.76 ²	\$23.95
Case Manager I MHW		\$22.76	\$22.76	\$23.95
Clinical Case Manager II MHRS Billing		\$24.75	\$28.85 ²	\$30.36 ³
Clinical Case Manager III Waivered/Licensed ⁴		\$25.74	\$38.46 ²	\$40.48 ³
Maintenance Technician		\$21.84	\$21.84	\$22.98
Lead Desk Clerk		\$18.55	\$18.55	\$19.52
Lead Janitor		\$18.55	\$18.55	\$19.52
Desk Clerk		\$17.56 ¹	\$17.56	\$18.48
Janitor		\$17.56 ¹	\$17.56	\$18.48

1. Minimum Compensation increases in 2020/21
2. CCM II, III increased for recruitment and retention, suspend 5 positions, HN increase to CMI level.
3. CCM II and III will not increase should CMI increase due to changes in minimum compensation.

B. Cost of Doing Business General Fund Adjustment: If the City and County of San Francisco increase the existing General Fund Contracts or Grants of the Employer by a set percentage, that percentage shall be applied to the rate of pay of each bargaining unit classification included in affected contracts. This adjustment shall be made the effective date of the adjustment.

C. Minimum Wage Compensation Changes: Conard House will follow any changes to the Minimum Compensation Ordinance for Union Members at minimum wage.

- D. Any staff who are not employed during the pay period that retroactive or current wage adjustments are issued will not receive that wage adjustment.

SECTION XX. HEALTH AND SAFETY

The Employer is responsible, committed to and supports a safe and healthy workplace and will comply with all Federal, State and local regulations regarding occupational safety. Every employee is responsible for the safety of himself/herself as well as others in the workplace. To achieve the goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the Employer maintains an injury and illness prevention program. The injury and illness prevention program is available for review by employees and/or employee representatives in the Health & Safety Officer's office.

The employee must report any unsafe working conditions or practices or potential hazards to the Employer through their Worksite Safety Representative, the site supervisor or the Health and Safety Officer. There is a Health and Safety Committee composed of site representatives including bargaining unit members who meet monthly. Unresolved issues can be brought to the Labor Management Committee meetings for consideration and resolution. If the Employer is unresponsive to an employee's request to address unsafe working conditions through the site supervisor, Health and Safety Committee, and the Labor Management Committee, he or she may submit the matter for resolution using the Grievance Procedure.

Any employee injured at work will be granted full pay for the shift worked the day of injury, provided the employee seeks medical attention that day with the Medical Provider Network (MPN) established to handle worker's compensation claims or goes to the nearest emergency room for serious injuries or after hours care. The employee must also notify his or her supervisor or Human Resources as soon as possible of the injury to qualify for full pay on the date of injury.

SECTION XXI. LABOR MANAGEMENT COMMITTEE

- A. Committee: Conard House and the employees' bargaining unit, SEIU Local 1021 recognize a mutual interest in securing efficient operations and providing quality client care. Therefore a Labor Management Committee shall be established at Conard House.
- B. Intent: Conard House recognizes the responsibility of the Committee to recommend measures objectively to improve client services and will duly consider such recommendations and will so advise the committee of action taken.
- C. Composition: The Committee shall be composed of up to three (3) union and three (3) management employees. Participants on behalf of the Union shall be elected by the Union membership. The Executive Director at Conard House shall appoint management employees.
- D. Regular Meetings And Minutes: The Committee shall schedule quarterly meetings as needed not to exceed three hours. The Committee shall prepare an agenda and keep minutes of all regular meetings.
- E. Objective: The objective of the Committee shall be:

1. To consider constructively the professional practice and training of the staff.
2. To work constructively for the improvement of quality care and work practices including job descriptions.
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.

F. Limitations: The Committee shall not discuss economic issues or matters subject to collective bargaining or the Union Contract. The Committee's activities are advisory to the management of the agency and are not subject to the Union grievance procedure.

G. Supervision Program Survey Process:

In the spirit of open communication, the Union and Management agree to jointly administer an employee survey of Supervision/Program. The Labor Management Committee will develop the survey instrument and evaluate the results and effectiveness of the process.

Employees are encouraged to use the Annual Performance Discussion to raise any concerns they have about supervision or training, or approach management or the union at any time. The Supervision Program Survey is an additional tool for communication.

The survey will be coordinated through Human Resources on annual or bi-annual basis and will include open sections for comments on supervision, program services, or any other concerns employees have. Specifically, an employee shall have the opportunity to comment on their immediate supervisor or manager with whom the employee has a direct supervisory relationship. Employees submit completed surveys directly to the Human Resources Department, and responses may be anonymous. Survey participants shall be protected from retaliation.

Human Resources will assist in compiling the survey results for the Labor Management Committee to review and evaluate. Results may be summarized for supervisors as a development tool or for leadership regarding insight on program operations for planning decisions.

The survey process as outlined shall be administered in March 2013, then re-administered in October 2013 and continue on an annual or bi-annual basis thereafter. .

SECTION XXII. GRIEVANCE PROCEDURE

- A. Filing of Grievance: In the event a dispute arises with reference to interpretation or enforcement of this Agreement, the following procedure shall be followed, provided that in cases of discipline, suspension or discharge, the matter be presented to grievance within fourteen (14) calendar days and thirty (30) calendar days for any other matter, otherwise the right to appeal is lost:

STEP 1. Any aggrieved person or persons or the Union shall submit a written grievance and shall first take the matter up with the Site Director. The Site Director shall provide a written response within ten (10) calendar days of the receipt of the written grievance. If the

matter is not resolved, it shall proceed to Step 2 if the aggrieved person or persons so requests in writing within ten (10) calendar days of the Site Director's written response.

STEP 2. The Union Representative shall then take the matter up with the Director. The Director shall provide a written response within ten (10) calendar days after the meeting with the Union Representative. If the matter is not resolved, it shall proceed to Step 3 if the Union so requests in writing within ten (10) calendar days of the Director's written response.

STEP 3. The Union Representative shall take the matter up with the Executive Director within ten (10) calendar days of the request of the Union. The Executive Director shall furnish the Union with a written response within ten (10) calendar days of the meeting with the Union Representative. If the matter is not resolved, it shall proceed to Step 4 if the Union so requests in writing within ten (10) calendar days of the Executive Director's written response.

STEP 4. Arbitration: When a grievance is referred to arbitration, the parties will attempt to agree on an impartial arbitrator. In the event that the parties are unable to mutually agree upon an impartial arbitrator, then either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike a name from the panel furnished until one (1) name remains. Both parties shall share equally in the cost of arbitration; however, each party shall bear its own cost of representation and witnesses. The arbitrator shall have no authority to add to, subtract from or modify any terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

- B. Waiver & Answer: The above time frames may be waived by mutual agreement. If any party fails to answer within the above time frames, the grievance shall move to the next step of the grievance procedure.
- C. Expedited Arbitration: The parties may mutually agree to use the following expedited arbitration procedure, or any part of that procedure.
1. extensive efforts shall be made prior the hearing to stipulate to the facts;
 2. no attorneys will be used, however, the parties shall have the right to other representation;
 3. there shall be no stenographic record of the proceedings;
 4. only oral closing arguments will be used; no briefs;
 5. only an oral bench decision shall be required.

SECTION XXIII. SEPARABILITY

In the event that any of the provisions of this Agreement shall be held to be in violation of any State or Federal law or regulation or State of Federal Court of last resort decision, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall re-negotiate any Section determined invalid within thirty (30) days.

SECTION XXIV. COMPLETE AGREEMENT

Neither party shall be bound by representations, promises or statements made unless such are reduced to writing and signed by each party's authorized representative.

SECTION XXV. TERM OF AGREEMENT

- A. **No Strike - No Lockout:** The Employer, the Union and the employees agree that as long as this Agreement is in full force and effect, there shall be no lockout by the Employer and no strike by the Union. The parties recognize that the grievance procedure provided in this Agreement is the appropriate means for resolving disputes involving contractual interpretation.
- B. **Term:** This Agreement shall be effective upon ratification and shall remain in full force and effect until and through June 30, 2024 and shall continue thereafter from year to year unless notice to amend, modify or terminate is served by either party at least ninety (90) days prior to the termination date of this Agreement.
- C. **Reopening:** Notwithstanding the foregoing, this Agreement may be reopened on July 1, 2023 provided that the part desiring such serves notice upon the other party at least ninety (90) days prior to July 1, 2023. Such notice shall include the Section(s) of the Agreement that the party seeks to amend, modify or terminate. The provisions of paragraph A. above shall be suspended upon impasse, after utilizing mediation, during such limited reopener.

Signatures for agreement are on file at Conard House, Inc. and SEIU 1021.

SECTION XXVI. TERM OF AGREEMENT

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CONARD HOUSE, Inc.

SEIU LOCAL 1021

Anne Quaintance
CEO/Executive Director

Ron Rhone
Field Representative

Side Letter: DESK CLERK SECURITY

Personal Belongings- The Employer shall provide a secure space at each work site where employees may store personal belongings during work hours only.

Physical Space- Conard House will maintain a physical barrier between desk clerks and the public at each work site.

Side Letter: MASTER CONTRACT

Conard House agrees to consider a master contract process with other SEIU 1021 represented nonprofits in or after 2015.

SECTION XXVI. TERM OF AGREEMENT

A. **No Strike - No Lockout:** The Employer, the Union and the employees agree that as long as this Agreement is in full force and effect, there shall be no lockout by the Employer and no strike by the Union. The parties recognize that the grievance procedure provided in this Agreement is the appropriate means for resolving disputes involving contractual interpretation.

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CONARD HOUSE, Inc.



Anne Quaintance
CEO/Executive Director

September 30, 2022

SEIU LOCAL 1021



Ron Rhone
Field Representative

September 30, 2022