Bargaining Agreement

Between

Starlight Community Services

And

SEIU Local 521

Service Employees International Union, CTW, CLC

October 1, 2014 ~ September 30, 2016

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PREAMBLE

This Memorandum of Agreement is entered into by Starlight Community Services, San Jose, California (hereinafter referred to as "Employer") and Local 521 of the Service Employees International Union, CTW, CLC (hereinafter referred to as "Union"). The Employer and Union acknowledge the importance of working collaboratively to expeditiously resolve issues of mutual concern in an effort to provide optimal service to clients and families served by Starlight Community Services.

ARTICLE 1 - RECOGNITION

Section 1.1

The Employer recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining for employees who are not managers, supervisors or confidential in the classifications listed in Appendix B.

The appropriate unit shall consist of all above referenced classifications, whether part time or full time, introductory, or regular that is not supervisory or confidential as defined by the National Labor Relations Act.

Section 1.2 - Meet and Bargain

1. The Employer shall meet and bargain in good faith regarding wages, hours, other terms and conditions of employment.

2. The Employer shall maintain the right to implement changes that are mandated by credentialing, regulations, State, Federal or Local Laws. In such cases, the Employer will notify the Union as soon as possible to negotiate the impact to workers on any such changes. In such cases where wages, hours and/or working conditions are to change due to change in credentialing, regulations, State, Federal or Local Laws, the Employer has the right to implement such changes prior to the meet and bargain process, with proper notification to the Union.

3. The Union shall notify the Employer of the Union's intent to meet and bargain within fifteen (15) business days upon such notice of changes.

4. During the course and under the terms of this agreement, both parties shall have the mutual obligation to meet and bargain in good faith, promptly upon the request of either party and continue for a reasonable period of time in order to exchange freely information, opinions and proposals and to endeavor to reach agreement on matters that subjects of bargaining.

5. Such bargaining may take place at the scheduled labor management meetings if mutually agreed upon by both parties.

   When agreement is reached by the two parties, such agreement will be reduced to writing and signed off by the Union and the Employer.

ARTICLE 2 - NO DISCRIMINATION/HARASSMENT

Section 2.1
No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union, and the Union agrees that employees shall be admitted to membership without discrimination. Neither the Employer nor the Union shall discriminate for or against any employee covered by this Agreement on account of race, sexual preference, color, religion, national origin, age, sex, political affiliation, marital status, medical condition, disabled veteran or physical or mental disability. The Employer and the Union agree that the provisions of this Agreement shall be implemented and applied to all employees without discrimination on the same basis.

The Employer and the Union are committed to providing a working environment that is free from all forms of unlawful harassment, including sexual harassment and harassment because of race, religion, national origin, physical or mental disability, marital status, age, sexual orientation, or other bases protected by Federal, State or Local Laws. All such unlawful harassment will not be tolerated.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Union Shop
All employees currently employed in the bargaining unit on the effective date of the agreement who have authorized Union dues deduction shall have such deduction occur within thirty (30) days.

As a condition of employment, all other unit employees who are or become covered by this contract shall, within thirty (30) days of hire or within thirty (30) days of the effective date of the Agreement, whichever occurs first, become Union members. Union members shall have dues deducted upon providing written authorization to the employer.

Section 3.2 - Dues
If any employee fails to authorize the above deduction, the Employer shall, upon written notification from the Union, give the employee seven (7) working days to comply. If the employee continues to fail to comply or refuses to provide such authorization or payment; s/he shall be dismissed upon the Union's written request.

1. **Forwarding of Dues**
   The Employer shall remit to the Union all dues deducted on a monthly basis. The Employer shall supply the Union with an accompanying list with the names, (alpha by last name) addresses, classifications, membership status, Social Security Number, pay period number, base wage rate and deduction amount for bargaining unit employees. The Employer will also provide the Union with the names of all bargaining unit employees terminated in the intervening period. Terminations, leaves, new hires, retirements shall be provided every pay period.

2. **Charity Fee Deduction**

   To qualify for deduction of the Charity Fee, in lieu of paying dues, the employee must certify to the Union and the Employer that s/he is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or financially supporting public employer organizations. Such certification shall be made by a letter properly signed by an official of the bona fide religion, body or sect, certifying the unit employee's membership therein. The deduction shall not be forwarded to the charity until the Union has notified that the Union has approved of the exemption. The Union will receive from Starlight Community Services proof of quarterly payment to the charity of the employee's choice.

Section 3.3 - Reinstatement

Upon the reinstatement of any employee, or upon the recalling of any employee from layoff status, the Employer will resume or initiate dues for such unit member in accordance with Section 3.1 of this Article.

Section 3.4 - Indemnification

The Union agrees to indemnify and hold the Employer harmless from any claim, demand or suit and any other action arising from the provisions of this Article, including the costs, attorneys' fees and other expenses of defending against such a claim.

Section 3.5 - Verification of Bargaining Unit Membership

The Employer agrees to submit to the Union on a quarterly basis, a list of all bargaining unit members including names, social security number, addresses, telephone numbers, classifications, hire dates, worksite location, and wage rates.

Section 3.6 - COPE Deduction

Employees may voluntarily elect to have contributions deducted from their paychecks for Local 521 COPE fund. Such deductions shall be continued until such authorization is revoked in writing. The Employer shall transmit to the Union such deductions once monthly on a check separate from regular dues deduction.

ARTICLE 4 - UNION BUSINESS

Section 4.1 - Access

Any Union representative who is not an on duty employee must, upon entering the premises, sign the guest register and report to the Administrator or designee. The Employer will make certain designated meeting areas/rooms available to the Union upon request for the purpose of transacting Union business. Such business will occur during non-work times (e.g. breaks, lunch, before and after work, when clients or family members are not present). The Union will make every effort to prearrange visits with workers to the extent possible. The rights of clients/families shall be respected by all parties.

Section 4.2 - Stewards

A Steward and/or the Internal Organizer may present the issues/grievances to management and see that the terms and conditions of the agreement are observed, provided that such activity does not unduly interfere with the work assignment of the Steward(s) or other employees and shall not interfere with or be in the presence of any client or client family.

The Union will notify the Employer, in writing, of the names of all duly authorized stewards and internal organizers within thirty (30) days of execution of this agreement or assignment/appointment changes as they are made.

Section 4.3 - Representation in Meetings
Employees have the right to have a Union Steward present at meetings with supervisors or management representatives when the worker believes that such a meeting may be accusatory or disciplinary in nature.

Section 4.4 - Personnel Files
Representatives must request and obtain permission from the employee and the Administrator or designee prior to accessing information from personnel files.

Section 4.5 - Bulletin Boards
The Employer shall provide space in the facility in the employee lounge and other places as appropriate for bulletin boards (including Suite 200). Postings shall be on union stationery or otherwise identified with the name of the Union Local. The Union assumes all responsibility for material that it authorizes for posting on bulletin boards. Materials posted or displayed in areas other than the designated bulletin boards may be removed by the Employer.

Section 4.6 - Use of Facilities
The Union shall be allowed access to Employer facilities for conducting meetings and other union business. Such facilities shall be limited to designated meeting areas/rooms. Use of such facilities must be reserved in advance where possible through the prescribed method. The Union shall be responsible for providing materials and supplies necessary for its representation of bargaining unit members and for conducting business on the Employer's premises.

Section 4.7 - Report of New Hires
Within ten (10) working days of the end of each pay period, the Employer will notify the Union of the name of the affected bargaining unit member, classification, shift, the date of hire, the rate of pay, and the bargaining unit member's home address and phone number of all bargaining unit members hired during the pay period. The indemnification of the Employer according to Section 3.4 of the contract applies to this section as well. The Employer shall send a separate list of new hires to the chief steward within the same time period.

Section 4.8 - Printing of Agreement

Starlight will host the PDF version of the contract on the SharePoint site and ensure access to all Starlight Staff. PDF can be printed as needed. SEIU 521 will print their own copies as needed once PDF version is agreed upon by both parties.

Section 4.9 - Union Orientation
An on-duty union steward will have fifteen (15) minutes during the Employer's regular orientation to make a presentation to new bargaining unit members. The Employer will notify the Union one (1) week in advance of such orientation sessions.

Section 4.10 - Negotiating Team
The Employer will pay release time for attendance at bargaining sessions for up to four (4) bargaining unit members.

Hours for such release time will not be included for calculation of overtime hours.

Release time for negotiations for productivity purposes during negotiations, hours of work time spend in negotiations will be deducted for productivity at the end of the month. Parties will agree on the amount of time allocated for each bargaining member at the end of each bargaining session. Sixty five percent (65%) productivity will equal total hours of work available minus agree hours of negotiations divided by billable hours.

Representation - both parties recognize that a fully representative negotiating team is advantageous to the collective bargaining agreement that is most fully representative of the covered staff. Therefore, the Union will solicit and try to have representation from multiple programs, varying levels of positions and diverse demographics. This would be especially important for negotiations and committee work.

Section 4.11 - Client Care/Safety Committee Labor Management Meetings
The parties agree to establish a joint labor/management committee, between the parties that will be comprised of three (3) members appointed by the Union and three (3) members appointed by management. The standing agenda will be to discuss and recommend measures to improving client care, worksite issues and health and safety in the workplace. The standing agenda will serve as documentation and management's response. Such meetings shall be held every other month, but maybe canceled by mutual agreement of both parties.

ARTICLE 5 - INTRODUCTORY PERIOD

Section 5.1
Employees shall serve an introductory period of one hundred eighty (180) calendar days before achieving regular status in their position. Employees may be disciplined or discharged at any time, with or without cause and without recourse to grievance procedure within the introductory period, except as defined by California and Federal Law.

ARTICLE 6 - SENIORITY

Section 6.1 - Definition
Seniority shall be defined as length of continuous service with the Employer since last date of hire, or the date an employee first entered the bargaining unit from a non-bargaining unit position, except as otherwise provided in this article. Upon successful completion of the introductory period, such employees will have seniority dating from the latest date of hire.

An employee on authorized unpaid leave of absence shall not have his/her anniversary date and seniority adjusted if the duration of the leave is six (6) months or less. No seniority will be adjusted if such leave was maternity, military or worker's compensation. Lists ranking workers by seniority shall be maintained by the Employer and shall be provided to the Union, upon request, when there is a question relating to seniority involved.

ARTICLE 7 - LAYOFFS

Section 7.1 - Notice of Layoffs

If the Employer decides to lay off bargaining unit members, the Employer will give the Union and any affected bargaining unit members thirty (30) days' notice or two (2) weeks' pay if the Union does not receive such timely notice.

Employer and the Union shall meet prior to any such layoff to discuss alternatives to and impact of the layoff. However, an agreement between the Employer and the Union is not required or necessary in order for the Employer to implement the layoff. If the number of employees affected is such that the Worker Adjustment and Retraining Notification Act is applicable, the Employer shall comply with the provisions of said Act, as well as layoff rights of this agreement.

Section 7.2 - Implementation of Layoff or Reduction in Force

The least senior employee in the classification in which the layoff occurs shall be the first laid off, except where bilingual skills and/or special qualifications are required to meet agency contractual agreements. Examples of these qualifications may include: expertise with gang issues, drugs and alcohol, probation youth, transitional-age youth, and specialized therapy modality (BSFT, Art Therapy, etc.). Seniority will not accrue or diminish during a layoff and anniversary dates will be adjusted to reflect layoff. However, laid off workers shall remain on the recall list and accrue seniority while workers with special skill(s) but less seniority are retained.

Section 7.3 - Recall from Layoff

Recall rights last for one (1) year after the bargaining unit member has been laid off. During that period, bargaining unit members on the recall list shall be offered vacancies in positions in which the bargaining unit member previously served and is qualified before any promotions or new hires. Transfers may occur before recall from layoff. Recall shall be by inverse order of layoff. When recalled, a laid off bargaining unit member will return to the appropriate wage rate and vacation accrual and all other benefits that s/he had obtained prior to the layoff.

Section 7.4 - Placements Instead of Layoff

Bargaining unit members within classifications affected by layoff will be informed of the pending layoff that will impact them. Affected employees will be allowed to transfer to any vacant position for which they are qualified and eligible.

A bargaining unit member who is laid off may claim a vacancy or bump the least senior bargaining unit member from a position in the same classification or in a classification formerly held by the laid off bargaining unit member. If no such positions exist, the employee will be laid off and subject to recall.

Prior to bumping, non-impacted workers may volunteer to be laid off with all layoff rights under this collective bargaining agreement.

Section 7.5 - Program Closures

Employees who are impacted due to program closures that do not result in lay off will be eligible to bid in any open position in order of seniority.

Special skills and qualification and/or ability shall be taken into consideration when filling such positions.

ARTICLE 8 - POSITION VACANCIES

Section 8.1 - Vacancies

A bargaining unit position vacancy shall be posted in the facility concurrently with or before any advertisement of that vacancy to the general public. Such vacancies are posted for a period of ten (10) workdays, excluding Saturday and Sunday, before being filled. Each employee who applies for a posted position shall receive full consideration for appointment for said position and shall be interviewed if they meet the minimum qualifications. In the event that there are sufficient internal and external qualified applicants, the Employer will give priority for the position to the internal applicant. Where there are greater than three (3) qualified internal applicants for the position, the Employer shall select the applicant to fill the position from among the three (3) most senior internal applicants. If there are fewer than three (3) qualified internal applicants for the position, the Employer will select the most qualified applicant from among the qualified internal applicants and the most qualified external applicants. Where qualifications of internal and external are equal, the Employer shall give preference to the most qualified internal applicant.

Section 8.2 - Posting of Vacancies

Qualifications for vacant positions shall appear on position postings and shall be based on job requirements. The Employer will provide, by mail/email, one copy of the job posting to the Union and Chief Steward at the time it is posted.

Section 8.3 - Promotions

1. The bargaining unit member's anniversary date for the purpose of performance evaluations shall change to the date the promotion becomes effective. Such change shall not affect the bargaining unit members' seniority as defined in Article 6.

2. Bargaining unit members who are promoted to a new position shall be given training and orientation as to the tasks and responsibilities of the new position and shall have their performance evaluated at the end of the first three (3) months.

3. If a bargaining unit member is promoted to a position within the unit, the Employer shall return the bargaining unit member to his/her former position if the bargaining unit member has not satisfactorily performed the responsibilities and tasks of the new position. This provision will only apply during the first six (6) months after the promotion.

4. An involuntary return to former position during the first three (3) months is not grievable.

Section 8.4 - Transfers

Bargaining unit members who are transferred to a new position or new job assignment shall be given training and orientation as to the tasks and responsibilities of the new positions.

1. The bargaining unit member's anniversary date for the purpose of performance evaluations shall change to the date the transfer becomes effective. Such change shall not affect the bargaining unit member seniority as defined in Article 6.

2. Bargaining unit members who are transferred to a new position shall be given training and orientation as to the tasks and responsibilities of the new position and shall have their performance evaluated at the end of the first three (3) months.

3. If a bargaining unit member is transferred to a position within the unit, the Employer shall return the bargaining unit member to his/her former position if the bargaining unit member has not satisfactorily performed the responsibilities and tasks of the new position. This provision will only apply during the first three (3) months after the transfer.

4. An involuntary return to former position during the first three (3) months is not grievable.

ARTICLE 9 - JOB DESCRIPTIONS

Section 9.1
It is agreed that the Employer and the Union shall maintain descriptions setting forth job duties in accordance with duties necessary to perform the job.

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

If the Employer decides to revise or create new job descriptions, it will provide the affected bargaining unit members of that classification and the Union with a fifteen (15) business day notice of that decision and an opportunity to meet and confer.

ARTICLE 10 - MANAGEMENT RIGHTS

Section 10.1
The exercise of the powers, rights, authority, duties and responsibilities by the Employer as set forth in this agreement, and the adoption of policies, rules, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law. Should any term or provision of this agreement conflict with any law, including but not limited to the regulations and codes with which the Employer is obligated to comply, the law, regulations or code shall prevail.

Section 10.2

1. Except as specifically modified, delegated or granted in this agreement, the management of Starlight Community Services retains the exclusive right to manage the operations of the facility and to direct the work force. Among these exclusive rights, but not limited thereto, is the right to:

   a. determine the organization;
   b. direct the work of employees;

c. select, hire, classify, transfer, promote, discipline, suspend, or discharge employees;
d. determine the qualifications, efficiency, and ability of employees;
e. determine the workload and work performance level;
f. determine the number and kinds of employees required to operate efficiently;
g. determine the number of hours worked, the schedule of the work day and workweek, to adjust such schedules, to schedule lunch break times, the amount of overtime worked, if any, and the employees working such overtime;
h. build, move, modify, or close facility or any part thereof;
i. establish and enforces standards of quality and quantity in methods of operations of its programs;
j. determine and recognizes meritorious performance through monetary compensation;
k. inspect and search any and all of the Employer's property, including but not limited to, any part of any building or property therein including electronically stored communications, computer data, voice mail, or any vehicle that is the property of the Employer;
l. investigate employees, including criminal and arrest records, and to investigate any and all matters impacting the facility, clients, families, or other employees;
m. recruit, utilize, and assign volunteers to assist and supplement the regular staff; design and implement security, safety and health programs, including but not limited to the design and implementation of rules and policies in conformance with the requirements specified by funding sources and other applicable state, county, local, and federal regulations;
n. determine, develop and modify programs and services and implement the outcome of those decisions;
o. establish methods of operation and procedures, including for example, program and client evaluation procedures and the institution of technological alterations and processes or equipment or both.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 11.1 - Grievance Defined

Grievance, as referred to in this Article, includes every dispute concerning application or interpretation of this contract and/or any dispute concerning wages, hours or working conditions of bargaining unit employees.

All such disputes shall be subject to the grievance procedure. Proceedings at any level of the procedure will be as informal and confidential as possible, understanding that the Union may publicize the issues of a grievance, and in so doing, agree to hold the Employer harmless.

Both the Employer and the Union pledge their active, aggressive and continuing efforts to secure prompt disposition of requests, complaints and grievances, and agree that most disputes can be and should be resolved in the oral discussions. In the few cases where such is not accomplished, the following procedure will apply:

1. **Step 1 - Informal Oral Written Grievance**
   Any grievance must be presented in writing to the employee's immediate supervisor no later than ten (10) working days after the date on which the grieving employee or the Union had knowledge of the incident upon which the grievance is based. The bargaining unit member may notify and/or be represented by the Union in the grievance at his/her discretion. The grievant and/or the Union Steward shall be responsible to notify the Union of the grievance. Such oral presentation should occur prior to the filing of a written grievance in Step 2. The Employer's designated representative shall reply orally in writing to the grievant and the Union Shop Steward (if grievant was represented) within ten (10) calendar days after discussion of the oral grievance.

2. **Step 2 - Formal Written Grievance**
   A grievance involving the discharge of any employee covered by this agreement must be presented in writing to the administrator at this step within ten (10) working days of the employee's release.

   In order for a grievance from Step 1 to be considered further, the grievance must be presented in writing to the Administrator or designated representative, within ten (10) working days after the Employer's grievance response provided for in Step 1.

   The Administrator or designee shall respond to the grievance in writing within ten (10) working days after such meeting with a copy to the Union office.

3. **Step 3 - Corporate Human Resources**
   If the grievant is not satisfied with the response to the grievance in Step 2, the grievant may file a Step 3 grievance with corporate Human Resources within ten (10) working days of the Step 2 response from the Administrator. At the request of either party, the corporate Human Resources Director or designee shall schedule a meeting with the grievant within seven (7) calendar days after receipt of the written grievance in an effort to resolve the grievance. The grievant may notify and/or be represented by the Union in the grievance at his/her discretion. Within ten (10) working days of any such meeting, or within fourteen (14) working days of receipt of the grievance if no such meeting was scheduled, the corporate Human Resources Director or designee will send a written response to the grievant, with a copy to the Union.

4. **Step 4 - Arbitration**
   If the grievance is not resolved at Step 3, the Union shall have ten (10) working days after receipt of the Employer's Step 3 response in which to notify the Employer in writing that it intends to take the grievance to arbitration.
   The following procedure shall apply if a grievance is taken to arbitration: The Union and the Employer shall attempt to agree upon an arbitrator.

   When parties cannot reach mutual agreement regarding an arbitrator, they will request a list of five (5) names from the State Conciliation and Mediation Service and strike names until an arbitrator is selected. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin. A hearing on the grievance shall be held at a time and place agreed upon by the parties and agreeable to the arbitrator, at which both parties shall be allowed to present their respective positions, evidence and arguments.

To the extent possible, meetings shall be confined to Monday through Friday unless mutually agreed otherwise.

5. Arbitrability

If any question arises to the arbitrability of the grievance, the question shall first be presented to the arbitrator for resolution. When scheduling with the arbitrator, the parties shall schedule the number of days needed to hear the merits of the case, plus one day for the presentation of evidence and arguments on arbitrability. The parties shall request a bench decision on arbitrability and then, provided the grievance is arbitrable, on the merits of the case. Upon mutual agreement, the parties may submit written briefs on arbitrability and request the arbitrator issue a decision before proceeding to the merits of the grievance, thereby avoiding the extra day of hearing.

The arbitrator's decision will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The arbitrator's decision shall be final and binding on all the parties and on any affected employee. The arbitrator's decision or confirmation thereof shall be issued in writing not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, if any, whichever is later.

The arbitrator shall have no authority to:

(1) amend, modify, change, add to, or subtract from any provision of this Agreement; or

(2) to render an award on any grievance occurring before the effective date, or after the termination date of this agreement.

The fees and expenses of the arbitrator and reporter, if any and the facilities at which the hearing is held shall be borne equally by the parties.

6. Timelines

If the Union or grievant fails to meet any of the timelines in this article, the grievance will be decided in favor of the Employer. If the Employer fails to meet any of the timelines in this article, the grievance will be decided in favor of the Union or grievant. Timelines may be extended by mutual agreement.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.1 - Standard Discipline

1. Employees within their introductory period are not covered under this provision and may be discharged by the Employer at its sole discretion.

2. Non-introductory employees shall not be discharged or otherwise disciplined except for just cause. Bargaining unit members may be advised of unacceptable conduct or job performance by coaching or warnings that may either be verbal or written. Verbal coaching and/or written warnings shall normally precede more serious disciplinary action.

3. The Employer may skip warnings where the employee's conduct is hazardous to another person, is detrimental to a client (or client's family), or involves intentional falsification or gross misconduct.

Section 12.2 - Forms of Discipline

1. Disciplinary action shall include written warnings, suspension, demotion or termination of employment.

   The following procedures will be used as progressive discipline when appropriate:

   a. Initial Coaching (documented)
   b. Written Warning
   c. Final Written Warning
   d. Suspension
   e. Termination

Section 12.3 - Notice of Discipline

Written notice of discipline shall be served in person at the time of discipline, or by certified mail to the employee within five (5) business days. The notice shall include the following information:

a. Statement of the nature of the disciplinary action;
b. Effective date of the disciplinary action;
c. Statement of the cause for disciplinary action;
d. A copy of said notice will be sent to the Union.

Section 12.4 - Personnel Files

Warnings and written notices of disciplinary action and a bargaining unit member's written response thereto shall be placed and remain in the bargaining unit member's personnel file unless an arbitrator orders removal of such documents as a remedy pursuant to the arbitration provisions of this agreement.

Initial coaching actions older than one (1) year, if not followed by subsequent disciplinary actions of a similar nature, will not be considered or used in imposing subsequent discipline or to deny promotion, written warnings, if two (2) years old or older, where there is not subsequent disciplinary actions of a similar nature within two years, will be not considered or used in imposing subsequent discipline or to deny promotion.

The personnel file may be reviewed by the employee in conjunction with his/her representative. Appointments to review personnel files should be made with the site Human Resources Manager. Copies of documents contained in the file may be made with the employee present and shall be completed in a reasonable time. The originals will not be released from the site. Personnel files for bargaining unit members are located in the administrative offices of the Employer.

Section 12.5 - Response to Discipline

A bargaining unit member may respond in writing to any warning or notice of disciplinary action. The bargaining unit member's response shall be attached to the warning, or notice of disciplinary action. Initial coaching(s) are not grievable except as alleged violations of Article 2,

No Discrimination/Harassment. Written warnings, final written warnings, suspensions and terminations are grievable.

Section 12.6 - Causes for Discipline

1. The parties agree that the following are examples of, but not limited to, unacceptable conduct and performance, which are appropriate for discipline up to and including termination, consistent with other sections of this article:

    a. Physical, emotional or verbal abuse or intimidation of a client, former client, client's family or fellow employee.

    b. Negligent, reckless, or intentional endangerment of the safety of a client, client family member, or fellow employee.

    c. Falsifying or altering employment applications, physical examination questionnaires, work records, time cards, client records, or other documentation.

    d. Unauthorized removal or unauthorized possession of facility property, money, or food away from facility premises.

    e. Unauthorized possession of the property of any person whose property is within the facility.

    f. Deliberate damage to facility, client, or employee materials and property.

    g. Willfully refusing lawful instruction or direction, otherwise known as insubordination.

    h. Feigning illness or misrepresenting reason when applying for a leave of absence, sick leave or other time off work.

    i. Reasonable belief of consumption of alcohol, improper use of drugs, or any unauthorized ingestion of prescription drugs leading to impaired performance during work hours.

    j. Fighting on facility premises or while conducting facility business, except in cases of self-defense, meaning only what is necessary to remove yourself from the situation.

    k. Possession of any firearms or weapons in or on facility property, including the parking area.

    l. Continuous violation of facility policies and procedures, the employee handbook or the employer's compliance program.

    m. Knowingly and intentionally socializing with current or former clients.

    n. Exploitation of current or former clients.

o. Job abandonment or not reporting ("no call, no show") to work for two consecutive scheduled work days, except in cases of a personal medical emergency that prevents the employee from communicating.

p. Excessive tardiness, absenteeism, or call offs.

q. Operation of gambling activities on facility grounds.

r. Accepting loans or tips from clients or family members.

s. Sexual or other types of harassment.

t. Serious incompetence, inefficiency, carelessness, or misconduct with regard to the performance of work duties.

u. Consistent or deliberate failure to observe safety practices, rules or regulations.

v. Sleeping on the job.

w. Unauthorized use of facility motor vehicles.

x. Performing personal business on facility property without proper authorization including making excessive personal calls, using facility copy machine or other facility property for personal matters.

y. Failure to appropriately handle company and client property including the failure to advise your supervisor as soon as possible and no later than 24 hours after the employees has become aware when you have misplace you keys, fob, laptop or other Starlight equipment and/or client information that might place the company or its client information in jeopardy.

Section 12.7 - Action by Regulatory Agency

In the event a regulatory agency notifies the Employer that the Employer is required to remove a bargaining unit member from contact with clients, such directive shall be cause for termination. However, in cases where possible, the Employer shall make a reasonable and practical effort to find other employment within the agency for such employee. The Employer will notify the bargaining unit member of the direction given to it by the regulatory agency unless restricted from doing so by the agency or law. Should the bargaining unit member resolve the issue with the regulatory agency which led to the bargaining unit member's termination, the bargaining unit member may apply and will be considered for reemployment.

ARTICLE 13 - PERFORMANCE EVALUATIONS

Section 13.1 - Frequency of Evaluation

1. A preliminary performance evaluation shall be conducted with a bargaining unit member by the immediate supervisor when the employee completes the third month of employment.

2. Thereafter, performance shall be evaluated by the immediate supervisor at the end of the employee's first anniversary date and annually thereafter on or before the anniversary date of employment.

3. Bargaining unit members on a leave of absence of longer than six (6) months will receive a performance evaluation three (3) months after return to work.

4. If the bargaining unit member is promoted, the anniversary date for the purposes of performance evaluations shall change to the date the promotion becomes effective.

Section 13.2 - Form and Purpose of Evaluations

1. Performance evaluations shall be in writing on the forms used by the Employer.

   If the Employer decides to revise its evaluation forms, the Employer will solicit input from the Union before implementing any changes.

2. The purpose of performance evaluations shall be to review and assess performance, clarify current job responsibilities and discuss future goals, including areas for improvement, and opportunities.

3. Performance evaluations shall be discussed and signed by both the bargaining unit member and supervisor. The employee's signature on the evaluation, however, shall not necessarily indicate agreement with the contents of the evaluation, but that the employee has been provided the opportunity to review the evaluation. In the event the employee has objections to signing the evaluation, the supervisor shall note "declined to sign" and initial the evaluation form. No disciplinary action will be taken against the employee for declining to sign the performance evaluation form. Bargaining unit members shall have the right to receive a copy of any performance evaluation placed in their personnel file.

4. A bargaining unit member's supervisor will make a reasonable attempt to advise the employee of performance problems before issuing a performance evaluation with any "unsatisfactory" ratings.

Section 13.3 - Registering Disagreement

1. Employees have the right to attach their own comments to the evaluation which, along with the performance evaluation, shall be included in their personnel file.

2. The performance evaluation shall not be subject to the grievance procedure for this agreement.

Section 13.4 - Union Representation

Upon request, a bargaining unit member may have representation by a Union Steward in responding to a performance evaluation that contains an unsatisfactory rating. The employee must give reasonable notice to the supervisor of the intent to utilize the assistance of the Steward.

ARTICLE 14 - HEALTH AND SAFETY

The Employer agrees to follow all relevant health and safety laws.

Section 14.1 - Safe Work Environment
When an employee identifies a safety concern that is specific to providing client care in the community, the employee's supervisor will assess the safety concern and collaborate with the employee to provide appropriate supportive measures, including alternative mode, time and place of services delivery, co-facilitation of services, and/or enhance safety planning. Employee's supervisor will review ongoing safety risk and concerns to adjust supportive measures as appropriate.

Section 14.2 - Safety Equipment
The Employer shall continue to review and make available other equipment, as appropriate, to enhance the safety of the workplace.

Section 14.3 - Training
The Employer will provide regular, ongoing training to workers with the goal of improving client care and employee and client safety. The Employer further agrees to provide prescribed safety and other training for employees required to have such training and to make similar training available to employees not required to do so.

ARTICLE 15 - CATEGORIES OF EMPLOYMENT

Section 15.1 - Regular Employees
Regular employees are those who are hired to work on a regular schedule.

Section 15.2 - Regular Full-time Employees
Those employees are regularly schedule to work thirty (30) or more hours per week and are eligible to participate in the Employer's health and welfare benefits.

Section 15.3 - Regular Part-time Employees
Regular Part-Time Employees who are regularly scheduled to work from twenty (20) hours but less than thirty (30) hours per week ~~and~~ are not eligible to participate in the Employer's health and welfare benefits. Regular part-time employees are eligible to participate in accrual of PDL, savings plan, and holiday pay.

Section 15.4 - Temporary Employees (not union represented)
Temporary employees are hired for a specific length of time, normally not to exceed ninety (90) days. Exceptions may be based on specific cases pertaining to extended leaves of absence.

Temporary employees may be hired for full-time or part-time and are not eligible for healthcare and accrued benefits. Temporary employees shall usually be utilized to cover the long-term absence of an employee, or for peak workload periods. If not covering for a long-term leave of absence or for peak workload periods, temporary employees shall not be utilized to permanently replace bargaining unit members.

Section 15.5 - Interns
Interns are individuals who work in a training capacity related to their area of study. Interns are not part of the bargaining unit and do not receive healthcare and accrued benefits provided to full and part-time staff.

ARTICLE 16 - MILEAGE REIMBURSEMENT

Section 16.1 - Mileage
The Employer shall reimburse bargaining unit employees for miles driven in a private vehicle for company business at the maximum rate allowable by the IRS. Maximum allowable rates shall be implemented upon receipt of notice from the IRS. Appropriate advance approval to use private vehicle is required in addition to documentation prior to reimbursement.

Section 16.2 – Damage
External/Mechanical Damage
If an employee's vehicle is damaged by a client while conducting agency business or while driving on agency business (due to an accident determined to be not the fault of the employee and the culpable party is underinsured or uninsured) the Employer will reimburse up to five hundred dollars ($500) for the employee's auto insurance deductible.

The following steps must be followed:

1. Write an incident report
2. File incident with your insurance
3. Get an estimate for the repair
4. Submit estimate to supervisor for approval
5. Upon completion of the repair, submit receipt to AP for payment of up to five hundred dollars ($500).

Internal Damage
If, in the course of transporting a client, the client soils the interior of the employee's automobile (beyond common or usual passenger damage) the Employer will reimburse the employee up to the sum of two hundred dollars ($200).

The following steps must be followed:

1. Write an incident report
2. Get an estimate for the repair/cleaning
3. Submit estimate to supervisor for approval
4. Upon completion of the repair/cleaning, submit receipt to AP for payment of up to two hundred dollars ($200).

ARTICLE 17 - HOURS OF WORK/COMPENSATION TIME

Section 17.1(a) - Hours of Work
Workload assignments will normally be made on the basis of an average eight (8) hour day or forty (40) hour workweek, excluding meal periods.

Employees shall adjust time and location of work to suit workload needs as determined by the Employer. The Employer shall discuss alternate work schedules consistent with their needs.

Section 17.1(b) - Alternative Workweek/Flexible Work Schedule
The Employer shall review and discuss proposals for alternative workweek (i.e. 4/10 schedule) or flexible work schedule submitted by the Union.

Section 17.2 - Designated Workweek
For payroll purposes, the designated workweek is the seven (7) consecutive calendar days. Beginning Sunday at 12:01 a.m. and ending Saturday at midnight.

Section 17.3 - Overtime
Non-exempt employees will be paid overtime according to California Labor Law and Federal Fair Labor Standards Act.

Overtime must be approved in advance by the supervisor, except in the rare event of a client emergency or similar circumstance prevents the employee from contacting the supervisor. Upon resolution of the situation, it is the employee's responsibility to immediately contact the supervisor, and inform the supervisor, of the situation and time worked.

Section 17.4 - Exempt and Non-Exempt
See Appendix B.

Section 17.5 - Meal Periods
Employees working at least five (5) hours per day shall have a thirty (30) minutes unpaid meal period for each eight (8) hours of work. If six (6) consecutive hours will complete the shift, and if mutually agreed upon by the employee and supervisor, the employee may elect to waive the meal period. If the shift is more than six (6) hours, the employee must take the meal periods in accordance with State Law.

Section 17.6 - Rest Periods
Meals and rests period are authorized and permitted and those non-exempt employees are provided flexible work schedule such that they may schedule these lunches and breaks into their day.

Non-exempt employees shall be granted and take a rest periods of fifteen (15) minutes. Rest periods hall be considered as time worked for pay purposes.

If these meals or rest periods are missed, the Bargaining Unit employees must tell their supervisor, Human Resources or payroll to ensure proper accounting of time and penalty payment has been allocated.

Meals should be taken before the 5th hour if six hours (6) will be worked. Rest periods are authorized and permitted every four (4) hours or major fraction thereof.

While the company recognizes that emergencies and crises happen from time to time, we encourage staff to make every effort to engage in self-care by taking meals and rest periods as allowed. Repeated failure to take meals and rest periods could result in discipline action.

ARTICLE 18 - LEAVES OF ABSENCE

1. Family and Medical Leave

(This provision shall be interpreted in conformance with the Family and Medical Leave Act and applicable state regulations, such as California Family Rights Act).

a. The Leave Provision: Eligible employees may take up to twelve (12) weeks of paid or unpaid family/medical leave within any rolling twelve (12) month period and be restored to the same or an equivalent position upon their return from leave provided they have worked for the Employer for at least twelve (12) months, and for at least one thousand two hundred fifty (1,250) hours in the period immediately preceding the requested leave. Leave will be paid if the employee has PDL and chooses to use the PDL during the leave of absence.

b. Reasons for Leave: Employees may take Family/Medical Leave for any of the following reasons:

(1) the birth of a son or daughter and in order to care for such son or daughter;

(2) the placement of a son or daughter with the employee for adoption or foster care;

(3) to care for a spouse, son or daughter, or parent ("covered relation") with a serious health condition; or

(4) because of their own serious health condition which renders them unable to perform the functions of their position (includes disability or work-related injury or illness).

Leaves due to reasons (1) or (2) must be completed within the twelve (12) month period beginning on the date of birth or placement.

In addition, spouses employed by the Employer who request leave because of reasons (1) or (2) or to care for an ill parent (reason 3) may only take a combined total of twelve (12) weeks leave during any twelve (12) month period.

In any case, (reasons 1-4) coverage under the Family and Medical Leave Act continues for a maximum of twelve (12) weeks.

c. Notice of Leave: If an employee’s need for family/medical leave is foreseeable, they must give the Employer at least thirty (30) days prior written notice. If a thirty (30) days’ notice is not possible, then the employee shall give written notice as soon as possible. Failure to provide such notice may be grounds for delay of leave. The Employer has request for leave of absence forms available from the Human Resources department. Employees should use these forms when requesting any leave of absence.

d. Medical Certification: If employees are requesting leave because of their own or a covered relation's serious health condition, they and the relevant healthcare provider must supply appropriate medical certification. Employees may obtain medical certification forms from the Human Resources department. When requesting leave, the Employer will notify employees of the requirement for medical certification and when it is due.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Employer, at its expense, may require an examination by a second healthcare provider designated by the Employer, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the Employer, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. The Employer may require subsequent medical re-certification on a reasonable basis.

e. Reporting while on Leave: If employees take leave because of their own serious health condition or to care for a covered relation, they must contact the Employer at least a week prior to the end of an approved leave to discuss their intention to return to work.

f. Family/Medical Leave is paid or unpaid leave (although employees may be eligible for short-term disability payments and/or worker's compensation benefits under those insurance plans).

Except for the initial first week of leave, in compliance with Federal, State or Local Laws, employees may integrate paid days of leave (PDL) with disability/family leave payments. If employees request leave because of birth, adoption or foster care placement of a child, any accrued PDL first will be substituted for unpaid Family/Medical Leave.

g. Medical and other benefits shall be paid in compliance with Federal, State or Local Laws. If the employee elects not to return to work at the end of the leave period, the employee will may be required to reimburse the Employer for their portion of the cost of the premiums paid by the Employer for maintaining coverage during their leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond their control.

h. Intermittent and Reduced Schedule Leave: Leaves can be taken at one time or intermittently in compliance with Federal, State or Local Laws. If leave is unpaid, the Employer will reduce employee's salary based on the amount of time actually worked. In addition, while employees are on an intermittent or reduced schedule leave, the Employer may temporarily transfer them to an available alternative position which better accommodates their recurring leave and which has equivalent pay and benefits.

i. Returning from Leave: If an employee takes leave because of their own serious health condition, they are required to provide medical certification that they are fit to resume work.

Employees may obtain return to work medical certification forms from the Human Resources department or the employee's treating physician. Employees failing to provide the return to work medical certification form will not be permitted to resume work until it is provided.

j. Definitions: For the purposes of this provision, the following definitions apply:

"Spouse" is defined in accordance with applicable State Law.

"Parent" includes biological parents and individuals that acted as the employee's parents, but does not include parents in law.

"Son" or "Daughter" includes biological, adopted, or foster children, stepchildren, legal ward, and other persons for whom the employee acts in the capacity of a parent and who is under eighteen (18) years of age or over eighteen (18) years of age but is deemed incapable of caring for themselves.

"Serious Health Condition" means an illness, injury, impairment or physical or mental condition which involves:

(1) any incapacity or treatment in connections with inpatient care;

(2) any incapacity requiring absence of more than three (3) calendar days and continuing treatment by a healthcare provider; or

(3) continuing treatment by a healthcare provider of a chronic or long-term condition that is incurable or will likely result in incapacity of more than three (3) days if not treated. This section shall be in compliance with Federal, State or Local Laws.

"Continuing Treatment" means:

(1) two (2) or more treatments by a healthcare provider;

(2) two (2) or more treatments by a provider of healthcare services (e.g. physical therapist) on referral by or under orders of a healthcare provider;

(3) at least one (1) treatment by a healthcare provider which results in a regimen of continuing treatment under the supervision of the health care provider (e.g. a program of medication or therapy); or

(4) under the supervision of, although not actively treated by, a healthcare provider for a serious long-term chronic condition or disability which cannot be cured (e.g. Alzheimer's or severe stroke). This section shall be in compliance with Federal, State or Local Laws.

"HealthCare Provider" includes licensed MDs and Doctors of Osteopathy (DO), podiatrists, dentists, clinical psychologists, optometrists, chiropractors authorized to practice in California, nurse practitioners, Physician Assistants, nurse-midwives and any other authorized healthcare provider or other non-employee LCSWs or LMFT authorized under California State Law.

"Needed to Care For" a family member encompasses:

(1) physical and psychological care; and

(2) where the employee is needed to fill in for others providing care or to arrange for third party care of the family member.

The phrase "unable to perform the functions of his/her job" means an employee is:

(1) unable to work at all; or

(2) unable to perform any one of the essential functions of his/her position. The term "essential functions:" is borrowed from the Americans with Disabilities Act (ADA) to mean "the fundamental job duties of the employment position," but does not include the marginal functions of the position.

3. Pregnancy Disability Leave shall be in compliance with any Federal, State or Local Laws.

Pregnancy disability leave is in addition to any family/medical leave however, it may run concurrent with other leaves provided.

a. Manner of Request: All requests must be made in writing using the Employer's Request for Leave of Absence form. Such request must be supported by a written certification from the employee's healthcare provider, and the request shall include the following:

1. Date she became disabled.

2. Probable duration of disability.

3. A statement she is unable to work or to perform an essential job function without endangering herself, others or her pregnancy.

b. Duration of Leave: Pregnancy Disability Leave is available when the employee is disabled by pregnancy when the treating healthcare provider deems the employee disabled by pregnancy. The Pregnancy Disability Leave does not exceed four (4) months.

c. The Employer will try to reasonably accommodate a pregnant employee even though she is not disabled, by means of a job transfer.

However, the Employer reserves the right to require a transfer if she needs an intermittent or reduced schedule. The job duties may not be the same.

d. Pay/Benefits during Leave: Employees shall be able to integrate their Paid Days Leave, except for the first week, as stated by Federal, State or Local Laws.

Group insurance benefits will be continued while an employee is on a pregnancy leave of absence. During such period, the Employer will continue to contribute its portion of the premiums. The employee's premiums contribution must continue to be paid by the employee in order for coverage to remain in effect. If an employee does not pay her portion of the premiums while on leave, coverage under the benefit plans will cease.

e. Return from Leave: Provisions for returning to work are the same as for Family/Medical Leaves of absence (see above). The Employer may require a medical release.

3. Leaves of Absence without Pay

a. A leave of absence is a temporary absence from work for illness, injury, maternity, military service, personal or educational purposes, which may be granted to full-time employees with at least twelve (12) months of employment upon written request when requested in writing by the employee and approved by the Administrator. Unless the leave of absence qualifies as a leave under the Family and Medical Leave Act, (FMLA) provisions, Pregnancy Disability Leave, or Workman's Compensation.

A leave of absence will be considered for a period of two (2) weeks to thirty (30) days and may be renewed for thirty (30) day periods up to a maximum leave of ninety (90) days. Granting of and renewals of leaves of absence per this section of the agreement are at the discretion of the Employer.

A leave of absence request must be made in writing on the Employer's request for Leave of Absence form and must specify for what purpose the employee requests time away from work.

When the employee requests the leave, the expected date of return must be indicated.

A request for leave will be considered on the basis of length of service, performance, responsibility level, the reason for the request, and staffing requirements.

b. The Employer cannot guarantee a position while an employee is on leave except for employees returning from a qualified FMLA leave, Pregnancy Disability Leave, Workman's Compensation Leave, or Military Leave in accordance with the Veteran's Reemployment Act. Upon return from leave, the employee may be reinstated in his/her former position with equivalent pay and benefits.

If no such position is available, the employee will be considered for future positions for which they are qualified to perform. If no position becomes available within ninety (90) days after the termination of the leave period, the employee will be automatically terminated. If an employee returning from leave is offered a position of equivalent pay and benefits and refuses that position, that refusal will be considered to be a voluntary resignation.

c. An employee returning to work is expected to give at least two (2) weeks advance notice of intent to return to work. An employee returning from Medical or Maternity Leave must provide a doctor's statement certifying medical ability to perform all functions required for the position. The doctor may be required to sign a job description as certification of ability to perform duties required.

d. An employee who fails to return to work at the end of the leave period or when released to work by their physician, or fails to request an extension of the leave, will be considered to have abandoned his/her job and will be terminated.

e. While on leave of absence, seniority or other benefits do not accrue. The employee's anniversary date will be adjusted upon the employee's return from leave of absence, by adding the time away from work to the original anniversary date. This adjustment will not occur for individuals on an FMLA, Pregnancy Disability Leave, Maternity Leave, Workman's Compensation Leave, or Military Leave. Any benefits accrued prior to commencement of such leave will be restored to the employee upon the employee's return to work.

f. While on approved leave of absence for medical reasons, applicable insurance coverage will continue until the first of the following dates:

(1) the last day of the month in which employees exhaust their PDL balance; or

(2) the last day of the month in which ninety (90) days have expired from the beginning of the Medical Leave; or

(3) the last day of the approved, qualified Family/Medical Leave, not to exceed twelve (12) weeks in a calendar year, unless required by State Law.

Required employee contributions must be made in order for the health plan benefits to remain in force.

g. Employees facing or charged with a felony or other criminal offenses by Federal, State, or Local authorities, in which such charges may place the Employer or clients at risk, the employee, will be placed on an unpaid leave of absence. The Employer will continue to cover its share of medical premiums until such employee is actually convicted or Personal Leave expires.

h. Leave for Union business: Upon thirty (30) days advance notice, a long-term leave without pay to accept employment with the union shall be granted by the Employer for up to one (1) year. No more than one employee shall be granted leave at any one time.

Upon four (4) weeks advance notice of intent to return to Starlight, the employee shall be returned to the position vacated, or one of comparable status and pay. An employee on authorized unpaid leave of absence for union business shall not have his/her anniversary or seniority adjusted if on leave for six (6) months or less.

i. Military Leave: Employees enlisted or entering the military service, or training in any subdivisions of the Armed Forces of the United States, shall be granted all rights and privileges provided by the Selective Service Act of 1948, as amended, and any regulations there under.

Section 18.1 - Leave for Union Business
Upon thirty (30) days advance notice, a long term leave without pay to accept employment with the Union shall be granted by the Employer for a period of up to one (1) year. No more than one employee shall be granted leave at any one time. Upon four (4) weeks advance notice of intent to return to Starlight Community Services, the employee shall be returned to the position vacated or one of comparable status and pay.

ARTICLE 19 - BEREAVEMENT LEAVE

Bereavement leave is provided to employees so that they can discharge the customary obligations arising from the death of a member of the employee's immediate family. "Immediate family" shall mean the employee's parents, spouse, children, siblings, grandparents, mother/father-in-law or grandchildren. For purposes of this article, "spouse" and "in-law" includes a domestic partner, defined as any person who has shared the same resident address with the employee for one year or more and who together with the employee have identified themselves as a couple to family, friends, and co-employees.

Full-time employees may take up to three (3) scheduled work days paid at the regular rate. If the employee desires more time off they can request additional time from their supervisor and use PDL or take a personal, unpaid leave of absence.

ARTICLE 20 - JURY DUTY

The employer will pay a maximum of forty (40) hours of jury duty pay within a twelve (12) month period. In the event the employee is required to remain on the jury for longer than forty (40) hours, the employee can submit a personal request to the Administrator for further compensation consideration. Such request will not be unreasonably denied.

The Employer will pay the difference between jury duty pay and the normal hourly straight time pay, exclusive of any wage differentials. If any employee is dismissed from jury duty, he/she will be required to return to work for the next full shift. Bargaining unit members must submit jury duty notices to their department head as soon as they are received. Wage payments will not be made for jury duty on any day which the employee was not scheduled to work.

When an employee desires to continue working during jury duty, at the request of the employee, an alternative work schedule may be provided to the employee by the Employer at its discretion.

ARTICLE 21 - WORKERS COMPENSATION

Section 21.1 - Workers Compensation
The Employer will abide by the requirements of the California Workers Compensation Laws.

Section 21.2 - Personal Physician
An employee who pre-files the statement required by the California Workers Compensation Act identifying his/her personal physician shall be referred to that physician in the event of industrial illness or injury. In the absence of such document, an injured worker shall be directed to the Employer's choice of physician.

Section 21.3 - Compensation
A bargaining unit member on industrial leave has the option of integrating accumulated paid days of leave (PDL) with bargaining unit member's compensation disability benefits so that the total the bargaining unit member receives is no more than a regular paycheck. An injured bargaining unit member may change from integration to non-integration (or vice-versa) with notice to the Employer's payroll department. The change will be implemented by the payroll department as soon as reasonably possible following the request. The Employer will pay for up to the first three (3) days of an employee's time off due to industrial injury, provided such time off has been approved by the appropriate worker compensation physician.

Section 21.4 - Temporary Modified Work Assignments

1. Temporary modified work assignment may be made by the Employer for qualified employees who are not able to perform their regularly assigned duties due to industrial illness or injury.

   Because of the limited number of modified/alternative work assignments available, employees will be assigned to such assignments on a "first come, first serve" basis to an assignment for which the employee is qualified. Modified duty assignments shall be reviewed on or about the thirtieth (30th) day, and the sixtieth (60th) day of modified duty for the purposes of evaluating the employee's progress toward returning to normal duties. Modified duty assignments will normally not continue past ninety (90) days unless there is continued progress toward the return to normal duties.

2. Such assignments will be made consistent with the written recommendation of a licensed medical doctor.

   In the event that a modified/alternate work assignment cannot be accommodated by the Employer, the employee will remain off work until either a modified/alternative work assignment can be offered or until the employee is released to his/her regular work assignment.

3. This section of the Agreement shall be limited to employees with a disability who are recovering from an industrial illness or injury and who require temporary, short-term, modified work assignments rather than reassignment of the employee's regular work;

and to employees with a temporary disability that precludes their returning to their regular work assignment.

4. An employee on temporary modified work assignment shall receive the same pay rate and benefits as she/he received at the time of the industrial injury or illness.

ARTICLE 22 - EDUCATIONAL ASSISTANCE

Section 22.1 – Educational Assistance
Eligible employees (as defined in each section below) may apply for reimbursement of expenses associated with one (1) accredited coursework, two (2) licensure renewal, and three (3) courses providing continuing education units (CEUs).

1. Accredited Coursework Eligibility
   Upon completion of one (1) year of continuous full-time service, a full-time employee may request financial assistance for taking accredited educational courses. If an employee needs to change his/her employment status to part-time to complete course(s) subject to this education reimbursement, this must be approved in advance by the Administrator. Changing employment status back to full-time after completion of course(s) is likewise subject to the availability of a full-time position.

2. Accreditation
   Approved courses must be taken from an accredited institution. Accredited institutions are Western Association of Schools and Colleges (WASC) approved universities and colleges: or approved professional schools; or institutions approved be the State Department of Education. The course(s) must be work-related or relevant to promotional opportunity within the Company. It is strongly suggested that the employee verify in advance with the Administrator that the course work will qualify for educational assistance.

   Note: In order to promote the professional advancement of bargaining union members, the Employer agrees to reimburse bargaining unit employees up to two hundred dollars ($200) for passing the BBS license exam. If enough employees are interested, the Employer will host internal prep supervision. Such reimbursements are on a one-time basis per bargaining unit member.

3. Reimbursement Available
   Upon submission of approved documentation, eligible employees may be reimbursed for amounts up to the following based on length of service:

   Length of Service Annual Reimbursement
   1-3 years (12-36 months) $500 per year
   3 years and over (37 months and over) $1,000 per year

4. Licensure and Registration Renewal
   The Employer shall reimburse employees in the following classifications for direct fees associated with renewal of their professional license or certification.

Eligible employees must have completed one (1) full year of employment as either a regular full-time or regular part-time employee prior to applying for reimbursement of license fees.

5. Covered Licenses and Certifications
   a. Marriage Family Therapist
   b. Licensed Clinical Social Worker
   c. MFT Intern and Associate Social Worker
   d. Staff Licenses/Certifications as approved

Section 22.2(a) - Training Request
Employees, upon completion of their introductory period, shall be allowed to make requests to attend work related courses, conferences and seminars. Requests for time off for these courses, conferences and seminars, related to their current position, must be made in writing, in advance, and approved, in writing by the employee's supervisor. When operating needs prevent conference requests from being approved as submitted, it is at the supervisor's discretion to approve only certain requests. Such time off shall be scheduled with the employee's supervisor at least two (2) weeks in advance. This language is not intended to restrict the ability of the Employer to provide additional educational leave.

If the course, conference or seminar is work related and approved by the supervisor, the employee will be paid for the time required to attend the conference and required to bring back the training materials to share with other staff. If the course is unapproved by the supervisor then the employee may still be able to attend and use PDL for the time off, upon approval.

Section 22.2(b) - Reimbursement for Courses offering CEUs Eligibility
The Employer will reimburse eligible employees for educational programs yielding CEUs. Eligible employees must have completed ninety (90) days continuous full-time or part-time service and be fully-licensed or certified in the discipline for which the CEUs are earned. Exceptions to this practice must be approved in advance by the Administrator.

Reimbursement of CEU-related programs is based on service time as follows:

Service Benefit	
1st and 2nd years of service	1 conference day plus up to $100/year
3rd and 4th years of service	2 conference days plus up to $200/year
5th year of service and on	3 conference days plus up to $300/year

Note: Procedures for reimbursement of educational assistance associated with this Article is the same as indicated in the Employer's Human Resources Policy (E-10).

ARTICLE 23 - HOLIDAYS

Section 23.1 - Recognized Holidays

1. The following holidays are recognized for eligible employees:

    a. New Year's Day
    b. Martin Luther King Day
    c. Cesar Chavez Day
    d. Memorial Day
    e. Fourth of July
    f. Labor Day
    g. Thanksgiving Day
    h. Christmas Day
    i. Personal Holidays - two (2)

Scheduling Personal Holidays - Personal Holiday(s) may be used for the Day after Thanksgiving if requested. Such request will be approved by the Employer if scheduled according to the policy above.

Section 23.2 - Eligibility

Temporary employees are not entitled to holiday pay and receive straight time for hours worked on a holiday.

Section 23.3 - Observance

1. Normally bargaining unit employees will follow their regular schedule during weeks in which a holiday occurs.

2. Regular full-time and regular part-time employees who work holidays receive straight time for the holiday worked in addition to the following holiday pay:

    a. Full-time employees receive eight (8) hours holiday pay.
    b. Part-time employees receive pro-rated holiday pay at the straight time rate.

3. If the holiday falls on the employee's regular scheduled day off, holiday pay will be paid at the regular rate of pay.

4. The employee will have the option of receiving holiday pay at the regular hourly rate (which does not include shift differential) or requesting an optional day off. If the employee elects to be paid for the holiday, payment will be made in the pay period in which the holiday occurs. If the employee elects to take the day off in lieu of receiving holiday pay, the hours will be added to his/her Paid Days of Leave (PDL) balance.

5. If the holiday occurs while an employee is on paid leave, the holiday will be added to the PDL accrual. If the holiday occurs while the employee is on unpaid leave, the holiday will not be paid.

6. Three (3) holidays are considered premium holidays (Christmas Day, New Year's Day and Thanksgiving Day).

Regular full-time and part-time employees who work a premium holiday will receive one and one half (1½) times their rate of pay for the holiday hours worked as well as holiday pay at straight time. Full-time employees receive eight (8) hours of holiday pay. Part-time employees will receive pro-rated holiday pay.

When holidays fall on a weekend, the Employer will usually observe the Federal designated holiday.

Section 23.4 - Eligibility for Overtime

Time paid as holiday pay shall not be counted as time worked for eligibility for overtime.

Section 23.5 - Scheduling Holidays

1. An employee may request to work a specific holiday, or to be off on a specific holiday. The employee must submit the request at least ten (10) days prior to the effective start date of the schedule on which the holiday falls. Requests will be considered to the extent that staffing needs can be met.

2. In cases where more than one (1) employee has requested time off at the same time during a holiday, and if the work requirements require attendance, the supervisor will use seniority to determine who should be allowed preference in selection.

ARTICLE 24 - PAID DAYS OF LEAVE (PDL)

The Employer will provide Paid Days of Leave (PDL) to those eligible employees as set forth below:

1. Definitions:
   a. "Full-time" employees who are regularly employed in positions of a continuing nature, and regularly scheduled to work thirty two (30) hours per week or more on a continuing basis.

   b. "Part-time" employees who are regularly employed in positions of a continuing nature and regularly scheduled to work between twenty (20) and thirty (30) hours per week on a continuing basis.

   c. "Paid Days of Leave" combines time-off benefit for vacation and sick pay into one multipurpose time-off benefit.

   d. "Maximum Annual Benefit" - The maximum number of PDL hours that an employee may accrue per year.

2. Provisions:
   a. PDL accrues on hours paid per pay period, up to the maximum annual benefit. At no time will an employee's PDL balance exceed 260 hours.

   b. When an employee's balance reaches 260 hours, accrual will stop until the employee uses PDL hours to drop the balance below 260 hours.

c. PDL may be used as long as the employee has completed ninety (90) days of continuous employment, has a PDL balance, and has the Department Head's approval to use PDL. Employee PDL requests will be considered on an individual basis and responded to in a timely fashion, not to exceed ten (10) calendar days. Approval to take PDL is subject to staffing and coverage requirements. PDL shall not unreasonably be denied.

d. Unused PDL hours will be paid out upon termination of employment up to a maximum of 260 hours. Employees may not "borrow" against PDL hours.

e. Full-time employees accrue PDL monthly at the following annual rate:

Up to 3 years of service (0-36 months), 18 days per year

3-6 years of service (37-72 months), 21 days per year

6+ years of service (73 months +), 24 days per year

f. Part-time employees accrue PDL monthly at the following annual rate:

Up to 3 years of service, 9 days per year

3-6 years of service, 10.5 days per year

6+ years of service, 12 days per year

g. Twice a year (June and December) employees may request, and be allowed, to cash out accrued PDL hours provided that at any time, a balance of at least forty (40) hours PDL remains. Requests presented shall be processed, to the extent possible, at the next regular pay date or at the second regular pay period at the latest. Requests must be in writing and presented to the Payroll Department. Actual payment will be time based on the Employer's ability to pay.

ARTICLE 25 - PAYDAYS

Move pay period, as of January 1, 2015 to bi-weekly. Hours worked from Sunday through the next two Saturdays and paid on following Friday. There will be 26 pay periods a year and benefit deductions 26 times per year.

In an effort to “go green” and create efficiencies Union Staff is requested to go paperless for paychecks. Union Employees must sign up in for paperless through ADP self-service portal. Although Union employees sign up for paperless through ADP’s I-pay system, payroll or Human Resources can print a paper check upon request.

ARTICLE 26 - LEGALLY REQUIRED PAYMENTS

The Employer shall comply with all State and Federal Laws requiring the participation and payment of taxes, Social Security, Worker's Compensation, and Unemployment and Disability Insurance.

ARTICLE 27 - COMPENSATION

Section 27.1 - Salary Schedules

1(a) - All bargaining unit members who moved up two (2) salary steps in the salary scale (2%) on or between October 1, 2014 and February 11, 2015, shall move to the proceeding step in the salary scale at the level equal to a one percent (1%) increase effective February 12, 2015. Retroactive checks will be issued to these staff members as soon as possible.

1(b) - Effective February 12, 2015, all bargaining unit members who did not receive a step increase as outlined in (a) of this section, shall move to the proceeding step in the salary scale at the level equal to a three percent (3%) increase at the anniversary date of hire.

2. Effective October 1, 2015, bargaining unit employees shall move to the proceeding step scale at the level equal to a two percent (2%) increase at the anniversary date of hire and every year thereafter.

3. Effective October 1, 2015 bargaining unit members will receive an additional (1%) base building increase.

Section 27.2 - Hiring Rate

It is the Employer's intent to hire new employees at the initial step of the appropriate classification indicated in Appendix A unless otherwise indicated. If, however, the Employer finds it necessary to hire at a step other than the first step or that which is indicated, based on the applicant's background and experience, the Employer shall determine the appropriate step. The Employer shall provide notice to the Union in such cases.

Section 27.3 - Promotions

Employees who promote to a higher classification shall be placed in the new classification such that his/her salary will increase a minimum of ten percent (10%). The employee shall be paid at the first step of the higher classification or rate that represents a minimum of ten percent (10%) over the current rate, whichever is greater. Employees who meet the minimum requirements of a higher classification within the same job family (e.g.: TBS I to TBS II) shall not be denied promotion to the new level. Such within-job-family promotions shall not establish a new annual performance evaluation cycle. Employees promoted to a new job family will establish a new annual performance evaluation cycle effective the date of the promotion.

Section 27.4 - Transfers

An employee who transfers within his/her classification level or to a comparable classification shall remain at the same wage rate s/he was at prior to the transfer. No additional time at the step will be required before moving to the next step.

Section 27.5 - Bilingual Pay
The Employer will notify the Union of an employee's bilingual status and when such status is removed. The Employer reserves the right to hire certain bilingual workers in positions/classifications including, but not limited to Mental Health Specialists, as bilingual employees. In such cases the salary shall be augmented by six percent (6%) to be compensated for the use of bilingual skills. Management shall determine which positions shall be designated as bilingual.

For current employees, the six percent (6%) augmentation shall be inclusive and not an addition to the current four percent (4%) they had received prior to September 30, 3012.

Employees who do not receive bilingual pay shall not be required to utilize their bilingual skills for clinical needs.

In order to receive bilingual pay, Employees are required to successfully pass the Santa Clara County Mental Health Department Bilingual Certification Examination, or equivalent internal examination.

Section 27.6 - Temporary Work in a Higher Classification
When an employee is temporarily assigned work in a higher classification to cover vacant regular positions or absences of other employees, such employee will receive pay at the higher classification, commencing on the first day, first hour. The rate paid shall represent an increase of ten percent (10%) over the current rate. The employee shall be paid at the first step of the higher classification or a rate that represents a minimum of ten percent (10%) over the current rate, whichever is greater.

Section 27.7 - Call-in Pay
Where applicable by law, the Employer will pay a minimum one-half (1/2) of an employee's shift of pay at straight time to employees who are called in to report to work and who are furnished with less than one-half (1/2) of an employee's regular shift.

Section 27.8 - On Call
On Call is defined as requirement (on a voluntary basis) to remain immediately available to respond to telephone calls.

Staff who volunteers for such assignment will be available to respond to crisis intervention or emergency needs of the clients and their families. (Typically, this will be from 9:00 p.m. - 9:00 a.m. Monday through Friday and every weekend).

Employees who are on call voluntarily and receive phone calls may work with supervisor to flex their work schedule sometime in the same pay period. Such request will not be unreasonably denied.

Employees who voluntarily work on-call shall be trained for such and assignment. If the Employer is mandated by contract to provide on call services, both Parties agree that the employer will notify the Union to bargain over wages, hours and working conditions.

Section 27.9 - Employer Provided Cell Phone
The Employer will pay employees up to fifty dollars ($50) per month as reimbursement for business use of personal cell phones.

Section 27.10 - Float Day
Effective January 1, 2014 and each year thereafter, all regular full and part-time employees shall be eligible to receive one (1) Float Day off with pay for that calendar year. Part-time employees are eligible for Float Day pay pro-rated on their regularly scheduled hours.

The Float Day must be taken during the calendar year, subject to supervisory approval. Employees with a start date after September 30 will not be eligible to receive a float day for that calendar year. Unused Float Days will not be paid at termination or year end.

Section 27.11 - Workload
All workload and caseload standards (productivity requirements and note timeliness expectations) are for the current working environment. Any future changes in workload/caseload standards proposed by the Department/Agency shall be subject to a meet and bargain process on the impact to wages, hours and working conditions.

The Employer shall set an across the board method/calculations for worker productivity/note timeliness.

When calculating productivity/note timeliness, the Employer shall take into consideration prohibiting factors, including, but not limited to; time off, client "no shows", trainings and other non-billable activities.

The Employer shall make a plan with employees who are consistently struggling to meet productivity/note timeliness. The Employer and employee shall have continued follow up on such plan. Such plan shall meet the needs of the Agency and the employee.

Designated bilingual employees who are required to translate clinical documentation shall receive 1.5 hours of administrative time towards productivity for each forty (40) hours worked.

Section 27.12 - Workflow, Committee and Solicitation of Team Input
Management and employees at each program may begin work towards developing a committee, specific to each program to discuss workload based on company, county, staff, program and client care needs.

In each committee, depending on the program, management and employees may decide to establish a process to review caseloads and program requirements taking into consideration Clinical Needs, Client Acuity, Contract Requirements, Program/Agency Needs, Productivity and Staff’s Specialized Skills.

The purpose of the committees is to review the process for managing caseloads for the staff and assist staff in communicating their good faith concerns regarding their caseloads.

If at any time the employee believes they are not being heard regarding their current caseloads and other client care issues, the staff may make a formal request to have their caseloads reviewed by their supervisor.

If the response is unsatisfactory or does not address their concerns, the staff may in turn escalate the review request to the supervisor's supervisor.

If the result of this formal review request are unsatisfactory, the staff may use the formal grievance process outlined in Article 11 and will bypass Step 1 of the grievance procedure.

At any point the staff may use the Union Steward to assist in addressing these issues with their supervisor or other management staff. Good faith concerns will be fully reviewed and evaluated. Managers are prohibited from retaliating against staff for raising good faith concerns and request for caseload review.

ARTICLE 28 - HEALTH BENEFITS

Section 28.1 - Life Insurance

The Employer will provide an employer-paid insurance benefit of twenty-five thousand dollars ($25,000) per worker with a twenty-five thousand dollars ($25,000) Accidental Death and Dismemberment (AD&D) adder. This benefit is for employees only.

Section 28.2 - Health Insurance Plans

1. The Employer will provide a choice of health insurance plans for medical, dental and vision coverage. The Employer will pay the total premium for "employee only" coverage at the levels specified below. Bargaining unit members may elect coverage other than that paid for by the Employer and/or elect coverage for dependents and will pay the premium difference between such coverage and any amounts paid by the Employer.

   Plans available are:

   a. Medical: Kaiser Permanente or HMO and PPO (the Employer will pay for "employee only" at the HMO - $20/30 co-pay level).

   b. Dental: Delta Dental PPO and Delta Care Plans (the Employer will pay for "employee only" at the Delta Dental PPO level).

2. Should the Employer find a lower cost plan (with no higher employee cost for employee only coverage premium pay or co-pay) that provides equal coverage with equal accessibility, substitute plans will be agreeable.

3. The Employer shall pay one hundred and fifty dollars ($150) per month for dependent healthcare insurance for employees with two (2) or more years' service with Employer.

Section 28.3 - Spending Account Programs

1. The Employer agrees to select and provide the following spending account programs provided the total participation level of bargaining unit employees in both programs remains at or above ten percent (10%). If such participation falls below this rate for an extended period of ninety (90) days, the Employer shall have the option of discontinuing both programs. Such decision shall not be contested by the Union.

a. A "dependent care spending account" program to which the employee contributes by payroll deduction with before-tax dollars and from which tax-free reimbursement is provided for IRS-qualified dependent care expenses, it being understood that funds accumulated but not spent by the end of the year are forfeited.

b. A "pre-tax medical care spending account" for reimbursement to which the employee contributes by payroll deduction with before-tax dollars and from which tax-free reimbursement is provided for IRS pre-tax medical care expenses, it being understood that funds accumulated but not spent by the end of the year are forfeited.

2. Within one hundred and twenty (120) days of the effective date of this Agreement a Joint Committee shall be established to explore the options covered under the IRS Section 125 flexible benefits plan. If the Joint Committee finds the flexible benefits program feasible and if said program is mutually agreed upon, then the Employer shall implement the program.

Section 28.4 - 401 (k) Savings and Retirement Plan
Employees may, on the first of the month following ninety (90) days of continuous employment, participate in the Stars Behavioral Health Group 401 (k) Savings and Retirement Plan. Employees will be able to contribute the maximum amount allowable under the law. The Employer will match ten percent (10%) of the employee's contribution up to the maximum contribution allowed. This matching contribution will fully vest five (5) years from the employee's date of hire.

ARTICLE 29 - Work Stoppage/No Lockout

The Employer and Union recognize that the Employer's operation is different from other employer's because of the services provided to the community and for its humanitarian purposes. Accordingly, during the term of this Agreement, or any extension thereof, it is agreed and understood that there will be no strike, work stoppage, sympathy strike, slowdown, willful absence from assignment or work station, refusal to fully and faithfully perform job functions and responsibilities or other interference with the operations of the Employer by the Union or its officers, agents or members, including compliance with the request of other labor organizations or individuals to engage in such activities, and the Employer will not engage in a lockout.

The Union agrees to make every effort toward all unit members to comply with the provisions of this Article. In the event of a strike, work stoppage, slowdown or other interference with the operations of the Employer by unit members during the term of this Agreement or any extension thereof, the Union agrees to take all reasonable steps to cause those unit members to cease such action. It is agreed and understood that any unit member violating this Article of this Agreement may be subject to disciplinary action, up to and including discharge.

ARTICLE 30 - PERSONAL PROPERTY

Any damage to personal property resulting from an interaction between a client and an employee must be reported by means of an incident report. It is especially important to indicate the names of all witnesses to any such incidents.

Damaged personal property for which reimbursement may be claimed includes eyewear, watches, and articles of clothing.

Damage to jewelry or other like personal property is not reimbursable. Reimbursement for the repair or replacement of damaged property is limited to a maximum of fifty dollars ($50) each for watches or articles of clothing. Reimbursement for prescription eyeglasses is an amount up to two hundred fifty dollars ($250) toward the cost of repaired or replaced eyeglasses. In the event two or more articles are damaged during an incident, the maximum allowance is three hundred dollars ($300). Receipts for the repair or replacement of damaged property are required whenever a claim for reimbursement is submitted.

Employees are urged to dress for duty in comfortable, durable and inexpensive clothing, taking into account the need to meet professional standards.

Employees are required to take appropriate safety precautions if and when transporting clients and client families. While transporting clients and family members, employees are urged to not allow clients or related parties access to items that may be used to damage vehicles such as food or beverages, pens, sharp objects, etc.

The Employer reserves the right to determine whether the reimbursement is appropriate and may require a witness or other proof that the client or related party caused the damage.

The Employer will provide employees with badges and the appropriate keys needed upon hire. Lost, stolen or otherwise unaccounted for keys shall be replaced for a ten dollars ($10) cost to the employee.

ARTICLE 31 - EXPENSE REIMBURSEMENT

Employees shall be reimbursed for approved business-related expenses (consistent with pre-designated guidelines) upon submission of receipts and completion of the Employer's Expense Reimbursement Form. Prior approval is necessary in special circumstances where the employee anticipates an expense which exceeds the pre-designated guidelines.

ARTICLE 32 - TERM OF AGREEMENT

This Agreement shall be effective October 1, 2014 upon ratification by the bargaining unit and shall continue in full force and effect until midnight, September 30, 2016 and from year-to-year thereafter; provided, however that either party may serve written notice on the other at least sixty (60) days prior to September 30, 2016 of its desire to terminate this Agreement or amend any provision thereof.

Date: 12-1-2015

For SEIU Local 521:

Lili Marquez
Internal Organizer

Umaru Fofana
Mental Health Specialist I

Rosario Herrera
Mental Health Specialist I

Alicia Rivas
Mental Health Specialist I

For Starlight Community Services:

Tara Morgan, Esq.
Sr. Director of Human Resources
& Legal Affairs

Michelle Hatfield
Regional Administrator

Michael Peterson
Administrator

Dan Fleming
Sr. Human Resources Manager

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APPENDIX A - Union Salary Scale

OLD SALARY SCHEDULE

	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14
	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
B-10	$14.42	$14.56	$14.71	$14.86	$15.01	$15.16	$15.31	$15.46	$15.61	$15.77	$15.93	$16.09	$16.25	$16.41
B-11	$15.87	$16.03	$16.19	$16.35	$16.51	$16.68	$16.85	$17.01	$17.18	$17.36	$17.53	$17.71	$17.88	$18.06
B-12	$17.45	$17.62	$17.80	$17.98	$18.16	$18.34	$18.52	$18.71	$18.90	$19.08	$19.28	$19.47	$19.66	$19.86
B-13	$19.20	$19.39	$19.59	$19.78	$19.98	$20.18	$20.38	$20.58	$20.79	$21.00	$21.21	$21.42	$21.64	$21.85
B-14	$21.12	$21.33	$21.54	$21.76	$21.98	$22.20	$22.42	$22.64	$22.87	$23.10	$23.33	$23.56	$23.80	$24.04
B-15	$23.23	$23.46	$23.70	$23.93	$24.17	$24.41	$24.66	$24.91	$25.15	$25.41	$25.66	$25.92	$26.18	$26.44
B-16	$25.55	$25.81	$26.06	$26.32	$26.59	$26.85	$27.12	$27.39	$27.67	$27.94	$28.22	$28.51	$28.79	$29.08

	Step 15	16	17	18	19	20	21	22	23	24	25	26	27	28
	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
B-10	$16.58	$16.74	$16.91	$17.08	$17.25	$17.42	$17.60	$17.77	$17.95	$18.13	$18.31	$18.49	$18.68	$18.86
B-11	$18.24	$18.42	$18.61	$18.79	$18.98	$19.17	$19.36	$19.56	$19.75	$19.95	$20.15	$20.35	$20.56	$20.76
B-12	$20.06	$20.26	$20.46	$20.67	$20.87	$21.08	$21.29	$21.51	$21.72	$21.94	$22.16	$22.38	$22.60	$22.83
B-13	$22.07	$22.29	$22.51	$22.74	$22.97	$23.20	$23.43	$23.66	$23.90	$24.14	$24.38	$24.62	$24.87	$25.12
B-14	$24.28	$24.52	$24.76	$25.01	$25.26	$25.52	$25.77	$26.03	$26.29	$26.55	$26.82	$27.08	$27.36	$27.63
B-15	$26.70	$26.97	$27.24	$27.51	$27.79	$28.06	$28.35	$28.63	$28.91	$29.20	$29.50	$29.79	$30.09	$30.39
B-16	$29.37	$29.66	$29.96	$30.26	$30.56	$30.87	$31.18	$31.49	$31.80	$32.12	$32.44	$32.77	$33.09	$33.42

NEW SALARY SCHEDULE

	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14
	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
B-10	$14.56	$14.71	$14.86	$15.01	$15.16	$15.31	$15.46	$15.61	$15.77	$15.93	$16.09	$16.25	$16.41	$16.58
B-11	$16.03	$16.19	$16.35	$16.51	$16.68	$16.85	$17.01	$17.18	$17.36	$17.53	$17.71	$17.88	$18.06	$18.24
B-12	$17.62	$17.80	$17.98	$18.16	$18.34	$18.52	$18.71	$18.90	$19.08	$19.28	$19.47	$19.66	$19.86	$20.06
B-13	$19.39	$19.59	$19.78	$19.98	$20.18	$20.38	$20.58	$20.79	$21.00	$21.21	$21.42	$21.64	$21.85	$22.07
B-14	$21.33	$21.54	$21.76	$21.98	$22.20	$22.42	$22.64	$22.87	$23.10	$23.33	$23.56	$23.80	$24.04	$24.28
B-15	$23.46	$23.70	$23.93	$24.17	$24.41	$24.66	$24.91	$25.15	$25.41	$25.66	$25.92	$26.18	$26.44	$26.70
B-16	$25.81	$26.06	$26.32	$26.59	$26.85	$27.12	$27.39	$27.67	$27.94	$28.22	$28.51	$28.79	$29.08	$29.37

	Step 15	16	17	18	19	20	21	22	23	24	25	26	27	28
	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
B-10	$16.74	$16.91	$17.08	$17.25	$17.42	$17.60	$17.77	$17.95	$18.13	$18.31	$18.49	$18.68	$18.86	$19.05
B-11	$18.42	$18.61	$18.79	$18.98	$19.17	$19.36	$19.56	$19.75	$19.95	$20.15	$20.35	$20.56	$20.76	$20.97
B-12	$20.26	$20.46	$20.67	$20.87	$21.08	$21.29	$21.51	$21.72	$21.94	$22.16	$22.38	$22.60	$22.83	$23.06
B-13	$22.29	$22.51	$22.74	$22.97	$23.20	$23.43	$23.66	$23.90	$24.14	$24.38	$24.62	$24.87	$25.12	$25.37
B-14	$24.52	$24.76	$25.01	$25.26	$25.52	$25.77	$26.03	$26.29	$26.55	$26.82	$27.08	$27.36	$27.63	$27.91
B-15	$26.97	$27.24	$27.51	$27.79	$28.06	$28.35	$28.63	$28.91	$29.20	$29.50	$29.79	$30.09	$30.39	$30.69
B-16	$29.66	$29.96	$30.26	$30.56	$30.87	$31.18	$31.49	$31.80	$32.12	$32.44	$32.77	$33.09	$33.42	$33.76

APPENDIX B - Salary Levels, Positions, and Status

LEVEL	POSITIONS	STATUS
10	FSP Parent Partner I	Non-exempt
	FSP Peer Mentor I	Non-exempt
	PEI Family Partner I	Non-exempt
	PEI Peer Mentor I	Non-exempt
	TM Parent Partner I	Non-exempt
11	Community Services Clerk	Non-exempt
	FSP Family Specialist I	Non-exempt
	FSP Housing and Resource Specialist I	Exempt
	FSP Parent Partner II	Non-exempt
	FSP Peer Mentor II	Non-exempt
	PEI Family Partner II	Non-exempt
	PEI Peer Mentor II	Non-exempt
	Receptionist	Non-exempt
	SOC Support Counselor I	Non-exempt
	TBS Support Counselor I	Non-exempt
	TBS Support Counselor Lead	Non-exempt
	TM Parent Partner II	Non-exempt
12	Billing Specialist	Non-exempt
	FSP Family Specialist II	Non-exempt
	FSP Housing and Resource Specialist II	Exempt
	Intake/Discharge Coordinator	Non-exempt
	PEI Administrative Assistant	Non-exempt
	QA Assistant	Non-exempt
	SOC Support Counselor II	Non-exempt
	TBS Support Counselor II	Non-exempt
	TBS Support Counselor Lead	Non-exempt
	TM Child and Family Specialist I	Non-exempt
13	Billing Specialist II	Non-exempt
	FSP Care Coordinator I	Exempt
	Mental Health Specialist I	Exempt
	Mental Health Specialist I - Aftercare	Exempt
	Mental Health Specialist I - Ranch Services	Exempt
	SOC Support Counselor III	Non-exempt
	TM Child and Family Specialist II	Non-exempt
	TM Wraparound Facilitator I	Exempt
14	FSP Care Coordinator II	Exempt
	Mental Health Specialist II - Aftercare	Exempt
	Mental Health Specialist II - Ranch Services	Exempt
	Mental Health Specialist II – Stars School Solutions	Exempt
	PEI Education/Employment Specialist	Exempt
	PEI Mental Health Specialist II	Exempt
	SOC/OP Mental Health Specialist II	Exempt
	SOC/OP Mental Health Specialist Lead	Exempt
	TM Child and Family Specialist III	Non-exempt
	TM Wraparound Facilitator II	Exempt

LEVEL	POSITIONS	STATUS
15	FSP Care Coordinator III	Exempt
	Mental Health Specialist III - Aftercare	Exempt
	Mental Health Specialist III - Ranch Services	Exempt
	Mental Health Specialist III - Stars School Solutions	Exempt
	PEI Mental Health Specialist III	Exempt
	SOC/OP Mental Health Specialist III	Exempt
	SOC/OP Mental Health Specialist Lead	Exempt
	TM Mental Health Specialist II	Exempt
	TM Wraparound Facilitator III	Exempt
16	PEI Occupational Therapist	Exempt
	TM Mental Health Specialist III	Exempt