

HUCKLEBERRY



PROGRAMS

SAFETY • HEALTH • JUSTICE • EDUCATION

Huckleberry Youth Programs, Inc.

And

Service Employees International Union

Local 1021, AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

Contract Period: July 1, 2023 to June 30, 2026

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**Huckleberry Youth Programs, Inc. and Service Employees International Union
Local 1021, AFL-CIO**

This Agreement is entered into between Huckleberry Youth Programs, Inc. (hereinafter referred to as the “Employer”) and Service Employees International Union, Local 1021, AFL-CIO (hereinafter referred to as the “Union”).

Section 1 Management Rights

It is mutually agreed that, except as modified or limited by this agreement, it is the Employer’s exclusive duty and right to manage the operations of the Employer and to direct the working forces. This right includes, but is not limited to, the right to determine the number and location of facilities; determine the size of the workforce; set personnel policies; hire, transfer, promote, demote, schedule, determine the job content of, reclassify, discipline or discharge employees; and to contract out for services, subject to the conditions provided herein.

Section 2 Recognition

In accordance with the certification of the National Labor Relations Board (NLRB) in Case Number 20-RC-17345, the Employer recognizes the Union as the sole representative for purposes of collective bargaining concerning wages, hours, and other conditions of employment for the bargaining units set forth in this Agreement and found appropriate by the NLRB; excluding managers, supervisors, administrative staff, interns, independent contractors and guards.

Section 3 Union Membership

A. All employees who are subject to this Agreement and who are employed on the effective date of this Agreement, shall, not later than the thirty-first (31st) calendar day following the effective date of this Agreement, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.

B. All employees who are subject to this Agreement and who are hired on or after the effective date of this Agreement shall, not later than the thirty-first (31) calendar day following their date of hire, either (1) become members of the Union in good standing and remain members in

good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.

C. Occasional relief staff is covered by this agreement and shall pay dues; however, because of their varied scheduling they shall be exempt from initiation fees.

D. Upon receipt of written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirement, the Employer shall terminate the employment of such employee within fifteen (15) calendar days after receipt of such written notice unless thereafter the employee complies with the above requirements within said time period.

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

F. The Employer will distribute and collect membership cards at the orientation meeting when other necessary pre-employment documents are completed. The original copy of the form shall be sent to the Union Headquarters.

G. The Employer agrees to collect dues, assessments, initiation charges and any other contribution from each unit member's wages as specified by the Union. The Employer agrees to transfer all funds collected to the Union as soon as possible, but not later than ten days from the final pay period of each month.

H. Not less frequently than once each month, the Employer shall supply the Union with the name, classification, mailing address and date of hire of any newly hired employee and the names of any employees terminated or laid off during the previous month.

I. The Employer will designate sixty minutes to the Union representatives(s) to conduct a New Employee Union Orientation.

Section 4 Union Business

A. A duly authorized representative of the Union shall be permitted to talk with bargaining unit employees away from clients with a minimum disturbance of work for the purpose of seeing that the terms of this contract are being observed, provided admission to the site on each occasion is effected through the usual front entrance and that notice of the visit is given in advance to the Executive Director or Program Director of the site. The Union shall notify the Employer in writing of the name of the assigned Union Representative. Because of the nature of the work of the Employer, the Union Representative shall give, unless it is an emergency situation, 2 hours advance notice of a visit to a work site.

B. For the purpose of representation, the Union shall be entitled to one (1) Steward on the job at each site who shall restrict work time Union activities to the handling of grievances. The

Union will notify the Employer in writing when a Steward is designated. A Steward may assist an employee in the presentation of a grievance if an employee requests such assistance. In no case will the Steward leave the place of work during work time without requesting approval from the site Manager or Supervisor. The Steward's activities shall not interfere with the work of any employee or the Steward's work.

C. The Employer shall furnish space on an existing bulletin board at each work location or if not available, wall space to be used solely for official Union business as it pertains to the employees of Huckleberry Youth Programs. The Union assumes all responsibility for the material contained in its notices. Such notices shall be signed by a Union Representative, Union Official or designated Steward. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to clients.

Section 5. Discrimination and Affirmative Action

There shall be no discrimination by the Employer, the Union or employees covered under this agreement against an employee or applicant for employment because of race, creed, religion, color, national origin, age, sex, sexual orientation, marital status, parenthood, disability, veteran status, political affiliation or because of membership in the Union or activities on behalf of the Union. The Employer and the Union recognize the Employer's current policy on Affirmative Action as outlined in the existing personnel policies.

Section 6 Sexual Harassment

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

B. Employees who feel they have been discriminated against on the basis of sex or sexuality or in any other manner harassed should immediately report such incidents following the procedure described below without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.

C. Complaints of sexual harassment of any type should be reported to the employee's immediate supervisor and/or the Human Resources Director as soon as possible. In the event the complaint is against the supervisor, the employee should immediately contact the Human Resources Director.

Section 7 Employee Classification and Orientation Period

A. Job descriptions for all employees in Appendix A state whether the position is "exempt" or "non-exempt."

1. An exempt employee is one who is paid at least the minimum specified by applicable law for an exempt employee and is employed in executive, management or professional capacities. Exempt employees do not receive overtime compensation. Such positions include Clinical Case Managers, Therapists and Licensed Clinicians.
2. Non-exempt employees are those not employed in executive, managerial or professional capacities. They are entitled to be paid overtime at the rate of time and one-half after 40 hours in one week. If, during the term of this Agreement, legislation is enacted in California mandating overtime pay after eight (8) hours in one day for employees subject to this Agreement, and if said legislation includes provisions for alternative work schedules, the Employer and the Union will, at the request of either party, negotiate the implementation of alternative work schedules.

In addition, the Employer further classifies employees for determination of benefits eligibility as follows:

B. A regular employee works at least 20 hours per week for an indefinite period of time and is eligible for agency benefits, as described in Section 6 of the personnel policies. A regular full-time employee is one who works 40 hours or more per week. A regular part-time employee is one who works less than 40 hours per week but a minimum of 20 hours per week.

C. Contract/Temporary Employees Contract/temporary employees are hired on a non-benefited hourly, per diem, or salaried basis for a three (3) month period of time for completion of a specific project or on a specific grant and are not covered by the bargaining unit. Should the three (3) month period of time need to be extended, the parties will meet to discuss and determine an agreed upon extension.

D. Orientation: Employees shall be in an orientation period for the first six months of employment. Thereafter, employees other than contract employees shall be considered regular employees. During this period, the agency may terminate an employee without recourse to the grievance procedure. As warranted, the orientation period may be extended by mutual agreement of the parties for up to an additional six months, provided such be done in writing. During this period, employees shall be evaluated in writing by their immediate supervisor at the end of three months of employment and at the end of six months.

Section 8 Discipline and Discharge

A. Employees who have completed their initial orientation period with the Employer shall not be discharged or otherwise disciplined except for just cause which includes, but is not limited to: (1) unsatisfactory attendance, (2) physical violence, (3) failure to perform job tasks, (4) intoxication during work hours, (5) unethical relationships with clients, 6) an absence of one or

more consecutive working days without notice, which shall be considered a voluntary resignation.

B. Notice of discharge or suspension shall be served in person, by email or by registered mail to the employee within twenty-four (24) hours of the disciplinary action and a copy of such notice shall be sent to the Union. The notice shall include the following information: (1) statement of the nature of the disciplinary action; (2) the effective date of the disciplinary action; (3) statement of the facts behind the disciplinary action (including date, time, place, etc.); (4) description in ordinary and concise language of the policies on which causes are based.

An employee shall have the right to a Union Representative or Steward, if the employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Prior to any such meeting, the Employer will inform the employee involved of such right. All disciplinary action other than for probationary employees may be reviewed in accordance with the grievance procedure.

Section 9 Grievance Procedure

A grievance is defined as a claim or dispute by any bargaining unit employee or the Union concerning the interpretation or application of this Agreement. The parties encourage open communication between employees and their supervisors. Prompt resolution of personnel issues is important for good relations, fairness and efficient operation.

Step 1. Grievances shall initially be taken up orally by the employee and/or the Union Steward and/or Union Representative with the immediate Supervisor/Program Director and the HR Director in an attempt to settle the matter on an informal basis.

Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing by the employee or their representative and submitted to the HR Director. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward and/or Union Representative. In order to be valid, the grievance must be submitted within fifteen (15) calendar days, except that in cases involving written discipline, discharge or suspension, there shall be a seven (7) calendar day time limit, of the date that the alleged violation occurred or could be reasonably known to have occurred. The Employer and/or the Shop Steward and/or the Union Representative will meet within seven (7) calendar days of such submission.

Step 3. If the grievance is not satisfactorily settled at Step 2, it may be presented in writing to the Executive Director or designee by the Union within seven (7) calendar days after Step 2 is completed.

The Executive Director or designee shall give a written response to the employee and the Union Representative within fourteen (14) calendar days after submission of the grievance to them.

Step 4. Provided a request is made in writing within fourteen (14) calendar days of the Executive Director or designee's response, if the grievance still remains unresolved, it may be directly referred by the Union to binding arbitration. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) calendar days after receipt of the written request for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement. All expenses of arbitration, excluding costs of representation and witnesses, shall be paid equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) calendar days of the arbitration hearing. Time limits may be extended or waived only by mutual agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall proceed through the Steps. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method for determining settlements between the parties of any and all grievances herein defined.

Expedited Arbitration: By mutual agreement of the Employer and the Union, grievances which are referred to binding arbitration may be addressed using expedited rules, which will include the following characteristics: (1) Extensive efforts shall be made prior to the hearing to stipulate to the facts; (2) no attorneys will be used, however, the parties shall have the right to other representation; (3) there shall be no stenographic record of the proceedings; (4) only oral closing arguments will be used; no briefs; (5) only an oral bench decision shall be required.

Section 10 Job Posting and Promotion

A. All positions which become open at Huckleberry Youth Programs, either due to the departure of staff or due to the creation of new jobs, shall be made known to staff through an email announcement. New jobs will also be posted on Paycom and shared with internal staff.

B. Current employees who apply for the posted position by submitting a resume along with a cover letter within seven (7) calendar days, and who meet the qualifications in a posted job description, shall be given consideration over outside applicants to fill posted vacancies in the bargaining unit, so long as said employees have satisfactory performance histories as reflected in their employee's performance evaluations. Both parties recognize, however, the Employer's necessity to comply with Affirmative Action goals and obligations, to which the Employer may also give consideration in hiring. If more than one qualified current employee applies for the position, selection shall be based on order of seniority, provided that merit, skills

and ability are equal. Management will present a written explanation when a less senior employee is awarded a preferred assignment.

C. At the time of the promotion, a new employment orientation period may be specified. If promoted, the employee continues to accrue vacation and personal necessity leave during the new employment orientation period. The promoted employee will receive a raise but keep their original step increase schedule. Promoted employees will have a 6-month orientation period for purposes of performance review only. Employer will announce via email staff transfers and promotions.

Section 11 Seniority and Layoffs

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

B. When a temporary or permanent reduction in positions or a temporary or permanent involuntary reduction in scheduled hours of 20% or more is determined by the Employer to be necessary, the following procedure shall apply:

1. Huckleberry will strive to avoid layoffs. When layoffs cannot be avoided, Huckleberry will give as much notice as possible. Employee performance as documented in the employee file, affirmative action goals, and diversity will be taken into account in determining which individual(s) is/are to be laid off.
2. Workers must be out of orientation period for layoff language to apply.
3. Affected employees, those being laid off or experiencing an involuntary reduction of scheduled hours of 20% or more, and the Union will be provided with at least 60 days' notice, prior to the effective date of the layoff, unless Short Notice is allowed. When events necessitate a shorter period of notice, including 50% or greater loss of program funding, the agency will be required to document the 50% or greater of lost program funding, resulting in Short Notice. In the case of Short Notice, in lieu of eight weeks' notice, management shall give what notice is reasonable at the discretion of management.
4. If an employee is laid off and opts for COBRA, management agrees to continue to pay two (2) months of the employee's COBRA premium and management's portion of COBRA health premium for dependents, subsequent to the month in which the employee's Huckleberry Youth Programs health benefits terminate.

C. Huckleberry will give as much notice as possible and will meet with the Union regarding the effects of the layoff(s).

D. In the event of a layoff, volunteers may be accepted prior to the imposition of the involuntary layoff or reduction in hours. Voluntary layoffs are position and program specific.

E. Employees who are laid off shall be placed on a reinstatement list in the order of seniority for a period of four (4) months from the date of layoff. Employees will be recalled to their prior position at the same salary level they were on when they were laid off. Employees who are laid off may be offered reinstatement to positions other than the position from which they were laid off if they are determined by the Employer to be qualified to perform the available work. Offers of reinstatement by the Employer shall be sent to the employee by certified mail. It is the employee's responsibility to notify the Employer of any change of address or change in employment status. Laid off employees shall have ten (10) business days from the date of receipt of the offer of reinstatement to respond. No new employee shall be hired into a classification in which an eligible (eligible for the job) employee is on layoff status until either the layoff list has expired or all such laid off employees have been offered the option to return to work.

F. The parties agree to abide by the principle of classification and site seniority for layoffs except when the principle is in direct conflict with the goals of the Employer's Affirmative Action Policy. Seniority, for the purposes of layoff, is defined as the length of service in the affected classification.

G. Employee rights to authorized leaves of absence shall not constitute a break in their seniority rights based upon length of service; however, employees shall not accrue seniority during leaves granted by the Employer that are longer than thirty (30) calendar days.

H. In case of termination or layoff, employees shall receive accrued vacation and unused personal holiday and be advised of any extended coverage and their COBRA rights.

Section 12 Hours of Work and Pay Period

A. Ordinarily, all employees work an eight-hour day, including a 30-minute paid lunch break. Residential Counselors' shifts may be longer depending on the shelter coverage needs. Hours shall be determined by the immediate supervisor according to the requirements of the position as documented in the job description.

B. Residential programs are in operation at all times. Non-residential programs' hours of operation may vary to accommodate clients and projects.

C. Differential Pay for Huckleberry House Staff: To compensate Huckleberry House Residential Counselors when they are required to work the overnight shift, they will be compensated with a night differential pay of \$1.50 per hour for each hour worked between the hours of 12:00 am and 6:00 am.

D. Due to the nature of the agency, it may be necessary for employees to work additional hours beyond regularly scheduled shifts. Overtime for non-exempt staff must be approved by the immediate supervisor prior to the work being done and must be documented on the timesheet. If an employee must work overtime and is unable to notify the immediate supervisor in advance (e.g., the next shift person is late), the supervisor must be notified within 24 hours. Non-exempt support staff that work in excess of 40 hours in one week will be paid at the rate of time and one-half for excess hours worked.

E. All employees shall be paid in accordance with a bi-weekly payroll schedule. The Finance Director shall issue a payment schedule annually which shall be posted for all employees. Timesheets must be submitted via Paycom, as scheduled, in order for the employee to be accurately compensated.

F. Shift Schedule Pay for 12-hour Shift Employees scheduled for vacation:
In the past, employees who worked a 12-hour shift, but were scheduled to take the day off, would not receive compensation for pay equivalent to the scheduled work-shift. Instead, they would get the regular holiday pay of 8 hours. This resulted in employees being compensated at 36 hours for a work-week compared to 40 hours. It was concluded that employee's pay should not be adversely impacted and that they should be "made-whole" under the circumstances. Thus, workers who normally work 12 hours on the holiday will get 12 hours holiday pay. The intent is for workers who normally work 40-hours to receive 40 hours of pay.

G. Alternate Work Schedules

Employees may request to work alternate work schedules (i.e. working 40 hours in four (4) days, or such other arrangement) as may be mutually agreed between the employee and management. Part time schedules will also be considered. Such requests may be granted at the sole discretion of management and will be subject to review on a monthly basis. Provisions for overtime, holidays and other leaves shall be mutually agreed upon for alternate work schedules. When an agreed schedule is arranged around schooling, the schedule shall be maintained for the academic term.

Requests for alternate work schedules shall be submitted in writing to the employee's immediate supervisor and the Director of Human Resources. The Director of Human Resources shall provide reasons for any denial in writing. This decision is appealable to the Executive Director, but shall not be grievable.

H. The normal full time work schedule is 40 hours per week, Sunday thru Saturday. On occasion employees may be required to work more than 8 hours per day. In the event that this occurs, employees may "flex" their schedule to avoid going over 40 hours during the week. This shall be done in coordination with the employee's supervisor. If they are not able to flex their hours due to program needs, overtime at the rate 1.5 times their normal hourly rate shall be paid for all hours worked in excess of 40 hours during the week. Employees shall not "carryover" flexed hours into the next work week.

Section 13 Criminal Record Clearance & Clinical Licensure Verification

California law requires that all employees, volunteers, and interns of a community care facility and other adults having regular and routine contact with the clients of the facility have criminal record clearance (with Department of Justice, FBI and Child Index.) All shelter staff and volunteer/interns at HYP must have completed their fingerprint process, and clearances must have been forwarded to Human Resources, prior to their 1st day of work. All other direct service staff and volunteer/interns at HYP non-shelter programs must also complete the fingerprint process prior to employment. Non-direct service staff are required to complete background checks prior to employment.

Furthermore, before a final offer is made to a Psychotherapist or Psychotherapist/Clinical Case Manager, the hiring supervisor is responsible for checking the status of the candidate's license or internship.

Licensure or internship status will be verified on the Board of Behavioral Sciences website. Verification of status will be conducted annually in conjunction with the employee's performance evaluation.

Section 14 Reimbursement of Expenses

A. Mileage and bridge tolls logged for the use of an employee's vehicle for job related functions during the course of an employee's workday are reimbursable per federal guidelines. (This does not include commuting to/from work). To receive payments, staff must submit an expense reimbursement through Paycom to be approved by their supervisor that is then processed through payroll.

B. Other work-related expenses incurred by employees may be reimbursed if approved in advance by the employee's Program Director. This approval should be sent to the Program Director's supervisor. Such expenses could include attendance at community functions or conferences (local or out of the Bay Area) and telephone allowances. Reimbursement for telephone allowance must be for legitimate business expenses that have been itemized by the employee and submitted to their supervisor/manager for approval. No employee will be required to use their personal cell phone for agency business.

C. Employees who are required to have a vehicle for the performance of their job duties per their job description (commuting to/from work is not considered "required for the performance of their job") will be reimbursed for the cost of bridge tolls as part of their compensation (by law this is treated as compensation and must be taxed). Management shall identify those employees who are required to have vehicles for the performance of their job duties. This will be discussed with Local 1021 and a formal list will be provided.

D. Bridge tolls will be reimbursed monthly based on days on which the employee was required to have a vehicle for performance of their duties, as documented on an employee's timesheet.

Section 15 Tuition Reimbursement Program and License Adjustments

A. If an employee obtains an advanced degree in an area of specialization relevant to the employee's job at Huckleberry Youth Programs, the employee shall receive a \$.48 cents increase to the employee's base salary (or hourly equivalent) (or an equivalent pro-rata increase for all part-time employees) as long as they have a minimum of six (6) months of service with the Agency.

B. Psychotherapists who earn licensure while working for HYP will receive a one-time increase of \$5,000 to their base annual salary. This increase will be effective at the beginning of the pay period when they receive their license.

Section 16 Vacation and Holiday Leave

Vacation

A. Employees accrue paid vacation leave at the following rates and according to the following schedule:

- During the 1st year of employment, through the pay period before their 1st year anniversary: 16 days per annum, or 4.92 hours per pay period.
- From the pay period that includes their 1st anniversary through the pay period before their 5th anniversary: 22 days per annum or 6.77 hours per pay period
- From the pay period that includes their 5th anniversary: 27 days per annum or 8.31 hours per pay period
- This accrual is prorated based on an employee's regular full or part time schedule (most commonly 40, 32 or 20 hrs. per week), rather than on actual hours worked.
- Vacation will continue to accrue during vacation paid time off. It will not accrue, however, during unpaid leave of absences.

B. To encourage employees to take time off, all employees' vacation will not accrue beyond the following schedule:

- 1st through 4th year of employment - Accrual will cap at 176 hours.
- 5th through 7th year of employment - Accrual will cap at 200 hours.
- 8th through 12th year of employment - Accrual will cap at 240 hours.
- 13th through 17th year of employment – Accrual will cap at 280 hours.
- 18th year of employment forward – Accrual will cap at 320 hours.

D. On very rare occasions, when deemed necessary by the manager/supervisor and the HR Director, management may offer to buy back vacation time or allow the cap to be exceeded by 40 hours. This rare situation would occur if the employee were unable to take vacation because of management's request. This exception must be documented and agreed to at least 60 days prior to reaching the cap.

E. During the orientation period, new employees may use accrued vacation time with the approval of their supervisor.

Holidays

A. The following days are designated as holidays by HYP: New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving, and Christmas.

Huckleberry House Staff who are required to work on Thanksgiving, Christmas and New Year's Day are compensated at a rate equal to double time for hours worked a) from Wednesday 12:00 midnight to 12:00 noon on Friday for Thanksgiving, b) from 12:00 noon on Christmas Eve through 12:00 midnight Christmas Day, c) from 12:00 noon on New Year's Eve through 12:00 midnight New Year's Day.

Huckleberry House Staff who are required to work on Memorial Day, July 4th and Labor Day will be compensated at a rate equal to time and half for hours worked. These days are defined as 12:00 midnight to the following 12:00 midnight.

All Huckleberry House staff earn a prorated holiday on New Year's Day, Labor Day, July 4th, Memorial Day, Thanksgiving and Christmas. If the employee works on the agency holiday, their earned holiday will become an accrued "Fixed Holiday" to be taken at another time. Staff members who are not scheduled to work an agency holiday may take a substitute "Fixed Holiday" at a time of their choosing, with the approval of their supervisor. The maximum accrual of "Fixed Holidays" is 3 days.

B. In addition to the above described vacation/holiday pay, all regular full/part-time union employees of Huckleberry Youth Programs on July 1 of each year are entitled to three (3) days of paid personal holiday time during that fiscal year (July 1 - June 30). These holidays are personal to accommodate the cultural diversity of the staff. The employee may take these days at any time during the year (once earned per the following schedule) with a two-week advance notice request to their supervisor.

One personal holiday will be granted on each of the following dates:

July 1, November 1, March 1

If an employee chooses to borrow one or more of the above days prior to the designated date mentioned above, they must receive prior approval from their director/supervisor. If the employee terminates prior to earning the holiday, the employee will be required to "pay back" the time borrowed in their final paycheck. Finally, employees may maintain a balance of no more than three (3) days of personal holiday time.

Section 17 Insurance Benefits

A. **Insurance:** Insurance plans are offered to all regular employees working at least twenty (20) hours per week, to cover their life, medical, dental and disability insurance needs. Thorough details of these benefits are provided in plan booklets and documents provided by

the Administrative Office. These benefits are subject to change, based on changes in the financial condition of the agency and the availability and cost of insurance.

B. Medical and Dental: Medical and dental coverage for full/part-time employees, their spouses/domestic partners and their eligible dependents is provided by the Agency. For medical coverage, the agency will contribute 100% of the premium for Kaiser Plan, for regular full-time/part-time employees who work 20 hrs. or more per week. HYP will also pay 50% of the employee's dependent's premium. In addition, HYP will reimburse, through a 3rd party administrator, all employees medical costs with the exception of prescription drugs and \$30 copay for a doctor's appointment. The cost of the prescription drug and \$30 for each doctor's visit will be the responsibility of the employee.

C. Medical HRA: Medical HRA coverage for full/part-time employees, their spouses/domestic partners and their eligible dependents is provided by the Agency. For medical coverage, the agency will contribute 100% of the premium for Kaiser and Sutter Health Plan, for regular full-time/part-time employees who work 20 hrs. or more per week. HYP will also pay 50% of the employee's dependent's premium, In addition, HYP will reimburse, through a third party administrator, all employees' medical costs related to their Kaiser and Sutter Health Plans. There will not be material reductions to the level of HRA benefits provided under this Article during the term of the Agreement.

D. Employee Assistance Program: Huckleberry Youth Programs offers two Employee Assistance Programs, at no cost, to staff who work twenty (20) hours or more per week and are enrolled in the Agency sponsored Medical Plan. This Employee Assistance Program provides additional benefits to participants - primarily mental health services, but also additional resources such as financial planning and legal consultation.

E. Life Insurance/Accidental Death & Dismemberment: Huckleberry Youth Programs provides a basic life insurance policy for all regular employees at no cost to employees. No dependent coverage is available. The amount of most employees' life insurance is equal to the employee's annual salary. Coverage is reduced for employees over age 64.

F. Long-term Disability Insurance: Huckleberry Youth Programs provides long-term disability insurance (LTD) to employees. The LTD premium is added to, and deducted from, employees' pay each pay period. The purpose of this procedure is to insure that a disabled employee will not have to pay taxes on the LTD benefit. Coverage begins after a period of three months of more than 20% disability and pays up to 60% of the basic monthly salary. The plan booklet and plan documents provide the details of this benefit and are available in Paycom. Disabled employees may also be eligible for benefits under the State Disability Insurance Plan or Worker's Compensation. HYP's Long Term Disability insurance in some cases is combined with SDI or Worker's Compensation so that up to 60% of the basic monthly salary is provided.

G. Tax Sheltered Annuity: The Employer sponsors a Salary Deductions Tax Sheltered Annuity Program.

H. Flexible Spending Account: Huckleberry Youth Programs has a Flexible Spending Account (FSA), which allows regular full/part-time employees to have a cost-effective way to pay for expenses not covered by their medical/dental plan and dependent care expenses. This plan allows employees to pay for eligible expenses (per IRS guidelines) on a pre-tax salary reduction basis.

I. Workers' Compensation Benefits. A work-related injury or illness is one that occurs while an employee is performing their job duties or other activities within the scope of their employment. Employees are responsible for immediately notifying the supervisor or manager of any on-the-job injury or illness, in order to be eligible for workers' compensation benefits.

Section 18 Personal Necessity Leave

A. Personal necessity time is provided for all full/part time employees to cover absences from work for illness, mental health, and personal or family needs; medical/ dental appointments; or family medical leaves of absence (FMLA). PN can also be used for *unforeseen* personal events that require immediate attention. For example, PN will not be approved to remain home with your child if the day is a school holiday. However, if your child suddenly becomes sick and needs to come home from school, that would be PNL.

B. All regular full-time employees accrue eight hours of personal necessity time per month. Regular part-time employees accrue personal necessity time based on their part-time status. Employees will not accrue personal necessity time beyond a cap of 176 hours.

C. Employees do not receive any monetary compensation for any accrued personal necessity time at termination.

D. Employees must request personal necessity time from their director/supervisor prior to the day requested off. In the case of illness, notification must be provided to the director/supervisor prior to the start of the employee's shift. Finally, if an employee is out of the office on personal necessity leave for three days or more, documentation may be required.

E. Personal necessity leave may not be used with or added to vacation or holiday time off.

F. An employee is not allowed a negative balance in their personal necessity accrual.

Section 19 Leaves of Absence

A. A request for leave of absence must be reviewed and granted by the Human Resources Director and/or Executive Director. Reasons for leaves of absence include: Military service, Family Medical Care Leave (FMLA)/California Family Rights Act Leave (CFRA), Pregnancy Disability Leave (PDL), Bereavement, and Personal Necessity. The decision to grant a leave is based on the need for and urgency of the request, the length of the leave requested, and the effect on the agency's work requirements and staffing needs.

B. To apply for a leave of absence, an employee must make a written request addressed to the supervisor, who forwards the request to the Human Resources Director, specifying the reason for the leave, the length of time needed, doctor's certification (if applicable) and the expected date of return. Extensions of leaves are ordinarily not granted unless there are critical circumstances, such as extended medical disability. The employee needs to notify the supervisor two weeks before the end of a leave of the employee's intention to return. Upon expiration of an approved leave, employees will be re-employed in the same or a comparable position and rate of compensation as that which they occupied when the leave commenced. If an employee fails to report for work immediately after the period of the approved leave expires or if an employee obtains a leave based on false representations regarding the need for a leave, the employee will be considered to have voluntarily resigned.

C. Employees participating in benefit programs prior to an approved leave of absence may receive coverage under those programs depending on the terms of the specific program. The agency or employee, according to the terms of the specific benefit program, pays costs for such coverage. In addition, the employee may be eligible for state or long-term disability benefits.

D. Personal Leaves of Absence without Pay

1. Eligibility

An employee may apply for a personal leave without pay. Requests should be submitted to the employee's immediate supervisor and the Human Resources Director. The decision to grant such leave and any extension thereto shall be made by the program manager, with the Executive Director's approval. Personal leaves of absence shall be granted for a specific period of time, and it is the employee's responsibility to request an extension if the employee will not be returning to work as agreed. An employee who does not return to work following expiration of an approved leave of absence will be considered to have resigned.

2. Benefits

During an approved leave of absence without pay of more than thirty (30) calendar days, the employee will not accrue any benefits provided herein beyond the thirty (30) calendar-day period, nor shall the employee continue to earn seniority. Upon return from an approved leave of absence without pay, all benefits accrued prior to the leave of absence, including seniority, shall be restored. Health and dental benefits may be continued through payment of the monthly premiums by the employee on leave. Arrangements for payment must be made directly with the Human Resources Department by the employee and must be within the limits of our insurance carrier contract.

3. Return from Leave of Absence without Pay

Upon return from a leave of thirty (30) calendar days or less as provided herein, the employee shall be returned to the same position they held prior to the commencement of the leave. An employee returning from an approved leave of absence of longer than

thirty (30) calendar days shall be entitled to reinstatement to the employee's former position, unless the position is no longer available.

Section 20 Family Medical Leave of Absence (FMLA), California Family Rights Act Leave (CFRA) and Pregnancy Disability Leave (PDL)

Huckleberry Youth Program will fully comply with the various aspects of the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) as well as the Pregnancy Disability Leave (PDL). Huckleberry Youth Programs will also work closely with impacted employees who need to file for California State Disability Benefits during one or all of these types of leaves. For additional information on the various types of leaves and the requirements please refer to the Huckleberry Youth Programs Employee Handbook for additional information. Employees can also contact the Director of Human Resources for additional information.

Section 21 Bereavement Leave

- A. Huckleberry Youth Programs recognizes that a death in the family or needing to attend to end-of-life issues creates a very difficult time for the employee. We seek to ensure that the employee is able to attend to family matters. To that end, the Huckleberry Youth Programs has adopted the following guidelines for bereavement leave.
- B. Eligibility. An employee must have completed three months of continuous regular service to qualify for bereavement pay. A rehire shall be considered a new hire for establishing eligibility. This benefit does not apply if the death in the immediate family occurs while the employee is on a leave of absence, or absent for any other reason (except vacation). Unpaid leave may be available for employees not eligible for paid bereavement leave.
- C. Amount of time. Absence due to a death or needing to be absent to attend to end-of-life issues in an employee's close family member (e.g. mother, father, sister, brother, spouse, domestic partner, in-laws, children, or individual(s) who took the place of parents in the employee's childhood) will be excused and paid up to a maximum of five days (paid time off will be prorated for part-time employees).
- D. In the event that an employee experiences more than one death and/or needs to be absent to attend to an additional end-of-life issues with another family member as defined above that employee would be entitled to additional Bereavement Leave, also up to five days (paid time off will be prorated for part-time employees).
- E. The duration and starting date of a leave will depend on such factors as distance to be traveled and responsibility of the individual. Additional paid/unpaid days may also be granted using Vacation and/or Personal Holiday and/or unpaid time. This is a matter for discussion and agreement between the supervisor and employee.

F. Employees will generally be granted time off (e.g., four hours) to attend the funeral of a fellow employee or an employee's spouse.

G. Computation of pay. Pay for bereavement leave is computed at the regular hourly rate to a maximum of eight hours for one day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

H. Evidence of reason for absences. The Huckleberry Youth Programs may request verification of the absence (i.e., death certificate, newspaper article) prior to granting bereavement pay.

Section 22 Crime Victims Leave.

An employee who is a victim of a crime, or has an immediate family member who is a victim of a crime, or is a domestic partner of a victim of a crime, or whose domestic partner has a child who is a victim of a crime, can take unpaid time off to attend to judicial proceedings related to that crime.

Section 23 Domestic Violence Leave.

An employee can take unpaid time off to appear in court to obtain a temporary restraining order or other injunctive relief to ensure the safety of the employee or their child due to domestic violence. This leave also includes victims of sexual assault.

Section 24 School Visitation Leave.

An employee who is a parent, grandparent (with legal custody) or guardian can take up to 40 hours per year of unpaid leave to participate in activities in their school (k-13), including a day care facility. This leave also includes taking time to appear at the child school at the request of the child's teacher.

Section 25 Military Leave

A regular employee on active military reserve service may take up to two weeks of unpaid leave per year for military reserve training. An employee who volunteers or is called to active military duty in a branch of the U.S. Armed Forces will be granted a leave of absence according to applicable state and federal law for the period of active duty.

Section 26 Jury Duty

Huckleberry Youth Programs encourages employees to fulfill their civic responsibilities by serving jury duty when required. If called for jury duty, employees are excused for the time required to attend the court. Employees will be paid at their regular rate of pay for a time period of no more than two weeks, provided that the supervisor is informed regarding the court's schedule and the employee submits documentation from the court regarding their length of service. An employee who is called to jury duty while on probation shall have their orientation period extended for the period of time while on jury duty. Employees may request paid jury duty leave once in any two-year period.

Section 27 Wellness and Education Fund

HYP encourages an environment that supports the health, well-being and professional development of its employees. Based on this, Huckleberry Youth Programs has implemented a Training/Wellness Program to reimburse health and exercise programs, e.g. gym memberships, personal trainers, yoga classes or similar activities. This fund may also be used to reimburse training expenses for degree or non-degree granting classes in topics relevant to the person's position such as language, communication, leadership, computer classes, as well as for books or software that support staff in their professional growth. This benefit is available to union employees who work 20 hours or more per week and to PHEs.

Employees may request reimbursement for expenses incurred after the beginning of each fiscal year. The maximum allocation per employee will be \$550. During the month of April, Human Resources will inform staff via e-mail and by posting in all programs, the balance that remains in each employee's fund. If an employee does not fully utilize the \$550 benefit by the end of the fiscal year, the remaining amount of the fund will be forfeited.

Expense reimbursements will be submitted and approved by the employee's supervisor in Paycom. The application is first submitted to the employee's supervisor for approval, and the supervisor forwards the application to HR. The HR Director, in coordination with the employee's Supervisor, will approve/disapprove the request for reimbursement. NOTE: Management retains the discretion to determine which exercise/health activities are appropriate for this fund.

Examples of appropriate exercise/health programs that may be approved:

- Yoga Classes
- Exercise Classes
- Gym Membership
- Swim Lessons
- Massage
- Training

Examples of excluded exercise/health related items that may be disapproved:

- Sport Equipment
- Running Shoes

Swimsuit
Weights
Baseball Bat
T-Shirt

In addition to the above-mentioned fund, employees of HYP receive additional training benefits provided by the agency.

Agency Training & Outside Training

1. Both parties agree that training is necessary and valuable. The agency supports training and therefore provides quality training to workers. With management approval, workers shall have the right to decline agency trainings if it is redundant or irrelevant to their work.
2. It is agency practice to allow workers to attend individual trainings when appropriate to their position and at the discretion of management. Employees shall have the right to request specific trainings to be paid for by the agency. Approval of such requests is within the sole discretion of management. If a worker is denied the time to train, they shall have the right to appeal this decision to the Director of Human Resources. The management decision is not grievable.

Co-Worker Training

Workers who wish to provide training to their coworkers shall have the opportunity to create a proposal and submit it to management. If the proposal is accepted, the worker shall be released from regular duties in order to prepare. The approximate number of hours needed to prepare shall be included in the proposal. Non-acceptance of a proposal is not grievable, but is appealable to the Executive Director.

Section 28 Various Agreements

Safety and Health

Safety First

The Employer and Union agree that the safety and health of employees is of paramount concern. Accordingly, the Employer agrees to provide a safe and healthy work environment. The Employer shall comply at a minimum with all applicable health and safety codes and agrees to meet and confer upon Employee request within 1 week of any complaint regarding safety.

Right to Refuse Unsafe Assignment

An employee may refuse a work assignment if s/he/they have a reasonably good faith belief that such assignment subjects him/her/them to unusually dangerous conditions which are not normally part of the job. Prior to exercising his/her/their rights under this Article, the employee shall promptly notify management of the perceived unsafe condition. Should there be disagreement between the Employer and the Employee regarding the safety of a given assignment, they will resolve said disagreement through the usual grievance process as elaborated in Section 9. The Employer may not discriminate or retaliate against an employee for exercising their right hereunder.

Workload/Caseload

Change in Duties

The Employer agrees to notify any affected employee and the Union in writing at least two (2) weeks prior to the effective date of any change in job description or duties. Should there be disagreement between the Employer and the Employee regarding changes in job descriptions or duties, they will resolve said disagreement through the usual grievance process as elaborated in Section 9.

Any bargaining unit employee who believes that there has been a modification to the employee's position or an increase in workload, or believes their written job description does not accurately reflect their internal title and responsibilities on a regular or temporary basis, may request a meeting with the employee's supervisor to meet and confer over the matter.

In such a meeting, the employee may request additional compensation and/or modification to the employee's current title on a permanent or temporary basis as a lead premium. Lead premiums are negotiated when there are duties that may need to be temporarily reassigned (vacancies, parental leave, medical leave, etc.) that are outside of a staff member's core responsibilities. Duties may not be reassigned indefinitely to staff in order to avoid filling vacancies. or to delay making decisions about hiring or compensation. Staff who are involved in disciplinary processes are not eligible for consideration for lead premiums.

The Employer will fairly compensate any such request in good faith. The employee may request that a shop steward or union representative attend the meeting.

Lead Premiums

Whenever there are duties that may need to be temporarily reassigned (vacancies, parental leave, medical leave, etc.), Management will contact the union to discuss the issue of lead premium compensation for all affected staff. Duties may not be reassigned indefinitely to staff in order to avoid filling vacancies. or making decisions about hiring or compensation. Staff who are involved in disciplinary processes are not eligible for consideration for lead premiums.

Lead Premiums may also be discussed during the bi-monthly Labor-Management Committee.

(Huckleberry House Schedule, Evaluations, AmeriCorps Volunteers)

Huckleberry House Schedule

Prior to changing the schedule at Huckleberry House, Huckleberry House management will solicit input from union workers about the schedule. Where possible, management will announce the schedule one month in advance. At Huckleberry House, schedules and menus shall be a point of discussion monthly at staff meetings.

Evaluations

Both parties agree that feedback is a useful tool for improvement. Employees shall have the opportunity to evaluate their immediate supervisor(s) annually. Employees shall receive a minimum of two (2) weeks' notice of the evaluation window. Employee evaluations of their immediate supervisor(s) shall be kept confidential. Employees wishing to remain anonymous may mail completed surveys to HR.

AmeriCorps Volunteers.

Provided that AmeriCorps workers do not replace, or fill the roles of Union Employees, and provided that they remain a small (2-4 workers per county) proportion of the workforce, SEIU agrees to allow them at Huckleberry facilities in 2023-2026. The AmeriCorps positions will be reviewed annually.

Section 29 Wages and Step Increases

For Class by Class Wage Explanation and listing of step increases please see Appendix A.

Section 30 Complete Agreement & Beneficial Practice

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

Section 31 Notice of Changes

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

Section 32 Separability

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

Section 33 Labor-Management Committee

The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management Committee shall be established and shall be composed of two (2) – four (4) management representatives of the Employer and two (2) to four (4) employee representatives of the Bargaining Unit- all employees of the Employer. They shall meet bi-monthly for one (1) hour (unless otherwise mutually agreed upon) on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including, but not limited to, health and safety, policies and procedures. During the life of this contract, each Labor-Management Committee meeting shall begin with an update on the EAP program described in Section 17- C. The activities of the Committee are advisory and not subject to the Agreement's grievance procedure.

Section 34 Temporary Agreement

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

B. The Agreement shall be effective January 1, 2023, and shall remain in full force and effect until and through June 30, 2026, and shall extend year to year unless notice to amend or modify is served by either party upon the other at least ninety (90) calendar days prior to the expiration date of this Agreement.

Huckleberry Youth Programs	SEIU 1021
Jay Boronski, Shop Steward, HYP <i>Jay Boronski</i>	David Canham, SEIU 1021 <i>David Canham</i>
Wendi Deetz, Management Team, HYP <i>Wendi Deetz</i>	Oumar Fall, SEIU 1021 <i>Oumar Fall</i>
Keana Giles, Management Team, HYP <i>Keana Giles</i>	Claude Joseph, SEIU 1021 <i>Claude Joseph</i>
Jackie Miller, Shop Steward, HYP <i>Jackie Miller</i>	Mac Stevenson, SEIU 1021 <i>Mac Stevenson</i>
Chukwuemeka Osajindu, Shop Steward, HYP <i>Chukwuemeka Osajindu</i>	
Rachel Smith, Shop Steward, HYP <i>Rachel Smith</i>	
Doug Styles, Management Team, HYP <i>Douglas Styles</i>	

APPENDIX A-WAGES & CLASSIFICATIONS

Academic Case Manager Non- Exempt \$26.00-\$29.00 per hour base
\$54,080 - \$60,320 annualized

Minimum qualifications: A combination of six years of college and/or relevant experience.

Top of the range qualifications: A combination of eight years of college and/or relevant experience.

- After 6 months: 3% increase on base pay after successful completion of probation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay

Then 6% increase every 12 months thereafter capping at \$31.46 per hour without any kind of premium (\$X annualized).

Case Manager (includes Intervention Specialist) Non-Exempt \$27.00-\$30.00 per hour base
\$56,160 - \$62,650 annualized

Minimum qualifications: A combination of three years of college and/or relevant experience.

Top of the range qualifications: A combination of five or more years of college and/or relevant experience.

- After 6 months: 3% increase on base pay after successful completion of probation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay

Then 6% increase every 12 months thereafter capping at \$32.46 per hour w/out any kind of premium pay (\$X annualized).

Senior Case Manager Non- Exempt \$29 - \$33 per hour base
\$62,400 -68,640 annualized

Minimum qualifications: A combination of six years of college and/or relevant experience.

Top of the range qualifications: A combination of eight years of college and/or relevant experience.

- After 6 months: 3% increase on base pay after successful completion of probation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay

Then 6% increase every 12 months thereafter capping at \$33.46 per hour without any kind of premium (\$X annualized).

Clinical Case Manager Exempt \$68,640-\$75,000 per annum DOE

- After 6 months: 3% increase on base pay after successful completion of probation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay

Then 6% increase every 12 months thereafter capping at \$X w/out any kind of premium pay

Clerical/Program Assistant Non-Exempt

\$23.00-\$26.00 per hour base
\$47,840-\$54,080 annualized

- After 6 months: 3% increase on base pay after successful completion of probation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay

Then 6% increase every 12 months thereafter capping at \$28.68/hour w/out any kind of premium pay (\$X annualized)

Health Educator

Non-Exempt

\$26.00 - \$30.00 per hour base
\$54,080 - \$62,587 annualized

Minimum qualifications: A combination of three years of college and/or relevant experience.
Higher range qualification: A combination of five years or more of college and/or relevant experience.

- After 6 months: 3% increase on base pay after successful completion of probation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay

Then 6% increase every 12 months thereafter capping at \$33.88 per hour w/out any kind of premium pay (\$X annualized).

Senior Health Educator

Non-Exempt

\$28-\$32/hour base
\$62,400- \$68,640 annualized

Minimum qualifications: A combination of six years of college and/or relevant experience.
Top of the range qualifications: A combination of eight years of college and/or relevant experience.

- After 6 months: 3% increase on base pay after successful completion of probation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay

Then 6% increase every 12-month thereafter capping at \$36.25/hour w/out any kind of premium pay (\$75,400 annualized).

Psychotherapist: Unlicensed

Exempt

\$75,000 -\$81,000 per annum DOE

- After 6 months: 3% increase on base pay after successful completion of probation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay

Then 6% increase every 12 months thereafter capping at \$90,000 w/out any kind of premium pay.

Psychotherapist: Licenced

Exempt

\$80,000-\$86,000 per annum DOE

- After 6 months: 3% increase on base pay after successful completion of probation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay

Then 6% increase every 12 months thereafter capping at \$96,000 w/out any kind of premium pay

Residential Counselor Non-Exempt \$23.00 - \$26.00 per hour base
\$47,840-\$54,080 annualized

Minimum qualifications: A combination of three years of college and/or relevant work experience.

Higher range qualifications: A combination of four years of college and/or relevant work experience and at least one year of residential experience.

- After 6 months: 3% increase on base pay after successful completion of orientation
- After 18 months: 4% increase on base pay
- After 30 months: 5% increase on base pay
- After 42 months: 6% increase on base pay,

Then 6% increase every 12 months thereafter capping at \$28.50 w/out any kind of premium pay (\$59,280 annualized).

Relief Res. Counselor If RC w/min 1yr exp becomes Relief, they will maintain their current wage.

Should a Relief become a regular benefited employee, the date of change to a regular benefited status is the date used for the start of probationary period, step increases and health/time off benefit accruals.

Relief Res. Counselor Non-Exempt
\$23.00 per hour base

Minimum qualifications: A combination of two years of college and/or relevant experience.

Higher range qualifications: A combination of three or more years of college and/or relevant experience.

If RC w/min 1yr exp becomes Relief, they will maintain their current wage.

An increase of \$1.00/hour to base rate after completion of 240 hours of service.

An increase of \$0.50/hour to base rate after completion of 440 hours of service.

An increase of \$0.50/hour to base rate after completion of 640 hours of service.

CAP: \$28.50/hour Base

Experience – Experience defined as part-time or full-time paid relevant experience. In some cases, volunteer, part-time & internship experience may be substituted per manager’s discretion.

CAPS – If an employee reaches their cap during the terms of this agreement, they will receive a 3% increase on their base rate, even if this places them over the cap. The actual amount will be determined by their due increase and how close they were to the cap. Twelve months after reaching the cap, employees will receive a 3% increase to their base pay annually during the terms of this agreement.

Bilingual Premium - Staff shall be paid a premium on their hourly wage of bilingual skills based on the following:

1. That the employee's non-English language will be used in the course of employment.
2. A premium will be paid for the following languages: Cantonese, Mandarin, Spanish
3. All employees eligible for a bilingual stipend will be paid \$1.75 per hour (or \$3,640 per annum FTE)
4. That the employee is proficient in the non-English language. Management will perform a test to determine proficiency. The employee must be able to use the language proficiently based on their job classification, e.g. a therapist must be able to conduct therapy in the language competently.
5. Bi-lingual premiums will be paid to both regular and relief staff.
6. The decision to pay a bilingual premium will be at the discretion of the program manager. This decision will be subject to the input and appeal of the shop steward.
7. As other languages become prevalent, we will consider them for a bilingual premium.
8. We value the language skills of staff with fluency in languages other than Cantonese, Mandarin and Spanish and may occasionally call upon them to use those skills. Our intention is to compensate staff in cases where translation in other languages is needed with the rate of the current bilingual stipend.
9. Staff receiving the bilingual stipend may be periodically called upon to support other programs or teams with language support. This will be subject to manager approval and will occur only in situations where it does not impact the staff members' core work or client services.

On Call

Some positions require staff to be on call. When staff is on call they will be compensated at \$50/day for the duration of their on call shift. Staff will receive compensation at \$75/day for on-call shifts on agency-designated holidays. If required to respond to a call, staff will be compensated at their regular rate, including overtime if they go over 40 hours/week. Except in emergency situations, overtime must be pre-approved by a manager. Supervisors will work with staff to coordinate on call and work schedule.

APPENDIX - FEES

FEES PAID FOR BY HUCKLEBERRY YOUTH PROGRAMS*

Psychotherapists and Clinical Case Managers:

\$1,000 for LCSW, MFT, LPCC & PSY pre-licensure courses, exam fees and initial licensing expenses.

\$500 for LCSW, MFT, LPCC & PSY mandated license renewal courses and continuing education renewal expenses.

APPENDIX B

Sample Lead Premium Calculation Matrix

Degree of increased responsibilities	Moderate		Significant
Current salary relative to vacant position	High		Low
Depth of Experience	Moderate		High
	Modest increase (2-4%)	Moderate Increase (5-7%)	Significant Increase (8-10%)

APPENDIX C

AGREEMENT FOR EXISTING STAFF (HIRED BEFORE CONTRACT SIGNATURE DATE)

The hourly wages and salaries below will be given to staff hired before the signing of this contract, including relevant compensation retroactive to 07/01/2023. In FY25 and FY26, staff return to their regular STEP increase schedule.

We will also guarantee that anyone who would receive less than a 5% increase to get to the median in the new salary scales, will receive 5% (or the equivalent of their next step increase if it's higher) in FY24. We do this to ensure that no union member receives less than a 5% increase, even if they are currently over the median because they have a longer tenure with us. This applies to three staff - one Therapist and two Residential Counselors.

Title	FY24 Increase to Median	Range of Increase (percentage - low)	Range of increase (percentage - high)
Academic Case Manager	\$27	9%	19%
Case Manager	\$28	13%	17%
Health Educator	\$27	13%	20%
Night Assessor	\$24	20%	
Residential Counselor	\$24	5%	14%
Therapist	\$76,000 (\$36.54)	5%	11%
Therapist - Licensed	\$81,000 (\$38.94)	5%	10%

Signature Certificate

Reference number: 2ZZEO-LTGJW-SSBDS-KPYMC

Signer

Timestamp

Signature

Wendi Deetz

Email: wdeetz@huckleberryyouth.org

Sent: 20 Oct 2023 21:22:44 UTC
Viewed: 20 Oct 2023 21:22:49 UTC
Signed: 20 Oct 2023 21:23:12 UTC



IP address: 68.94.226.118
Location: Oakland, United States

Chukwuemeka Osajindu

Email: cosajindu@huckleberryyouth.org

Sent: 20 Oct 2023 21:22:44 UTC
Viewed: 20 Oct 2023 22:11:20 UTC
Signed: 20 Oct 2023 22:26:50 UTC



Recipient Verification:

✓ Email verified 20 Oct 2023 22:11:20 UTC

IP address: 135.180.24.167
Location: San Francisco, United States

Keana Giles

Email: kgiles@huckleberryyouth.org

Sent: 20 Oct 2023 21:22:44 UTC
Viewed: 20 Oct 2023 22:38:49 UTC
Signed: 20 Oct 2023 22:39:09 UTC



Recipient Verification:

✓ Email verified 20 Oct 2023 22:38:49 UTC

IP address: 174.194.130.151
Location: Oakland, United States

Document completed by all parties on:

27 Oct 2023 16:48:41 UTC

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Signature Certificate

Reference number: 2ZZEO-LTGJW-SSBDS-KPYMC

Signer

Timestamp

Signature

Jackie Miller

Email: jmiller@huckleberryyouth.org

Sent: 20 Oct 2023 21:22:44 UTC
Viewed: 20 Oct 2023 23:11:28 UTC
Signed: 20 Oct 2023 23:12:57 UTC



Recipient Verification:

✓ Email verified 20 Oct 2023 23:11:28 UTC

IP address: 67.160.227.227
Location: San Francisco, United States

Mac Stevenson

Email: mac.stevenson@seiu1021.org

Sent: 20 Oct 2023 21:22:44 UTC
Viewed: 20 Oct 2023 23:03:02 UTC
Signed: 20 Oct 2023 23:13:39 UTC



Recipient Verification:

✓ Email verified 20 Oct 2023 23:03:02 UTC

IP address: 107.77.211.182
Location: Stockton, United States

Rachel Smith

Email: rsmith@huckleberryyouth.org

Sent: 20 Oct 2023 21:22:44 UTC
Viewed: 20 Oct 2023 23:28:04 UTC
Signed: 20 Oct 2023 23:28:53 UTC



Recipient Verification:

✓ Email verified 20 Oct 2023 23:28:04 UTC

IP address: 75.198.146.236
Location: Sacramento, United States

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Signer

Timestamp

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Jay Boronski

Email: jboronski@huckleberryyouth.org

Sent: 20 Oct 2023 21:22:44 UTC
Viewed: 20 Oct 2023 21:58:33 UTC
Signed: 21 Oct 2023 01:18:32 UTC



Recipient Verification:

✓Email verified 20 Oct 2023 21:58:33 UTC

IP address: 96.64.254.237
Location: San Francisco, United States

Doug Styles

Email: dstyles@huckleberryyouth.org

Sent: 20 Oct 2023 21:22:44 UTC
Viewed: 23 Oct 2023 16:31:02 UTC
Signed: 23 Oct 2023 16:31:22 UTC



Recipient Verification:

✓Email verified 23 Oct 2023 16:31:02 UTC

IP address: 73.222.145.164
Location: San Francisco, United States

Claude Joseph

Email: claude.joseph@seiu1021.org

Sent: 20 Oct 2023 21:22:44 UTC
Viewed: 23 Oct 2023 19:27:17 UTC
Signed: 23 Oct 2023 22:10:18 UTC



Recipient Verification:

✓Email verified 23 Oct 2023 19:27:17 UTC

IP address: 12.199.161.210
Location: San Francisco, United States

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Signature Certificate

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Signer	Timestamp	Signature
Oumar Fall Email: oumar.fall@seiu1021.org Sent: 20 Oct 2023 21:22:44 UTC Viewed: 27 Oct 2023 00:13:03 UTC Signed: 27 Oct 2023 00:13:18 UTC		
Recipient Verification: ✓Email verified	27 Oct 2023 00:13:03 UTC	IP address: 12.199.161.210 Location: San Francisco, United States

David Canham Email: david.canham@seiu1021.org Sent: 20 Oct 2023 21:22:44 UTC Viewed: 27 Oct 2023 16:48:21 UTC Signed: 27 Oct 2023 16:48:41 UTC		
Recipient Verification: ✓Email verified	27 Oct 2023 16:48:21 UTC	IP address: 12.233.198.10 Location: San Ramon, United States

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