



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

Los Angeles LGBT Center

January 27, 2021 – June 30, 2023

WEINGARTEN RIGHTS/STATEMENT

Additional Representation Rights:

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the employer that an employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Union Organizer or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

Weingarten Rules/Statement:

"I request to have a Union representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline."

Rule 1: The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

This page is for informational purposes only and is not part of the collective bargaining agreement.

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ARTICLE 1 – RECOGNITION

1.1 Pursuant to an election conducted on October 16, 2019, the Employer recognizes the Union as the exclusive collective bargaining representative of the employees employed at its facility in the following bargaining unit.

a. Included

All full-time, part-time, and per diem employees employed by the Employer in the following Job Classifications: Medical Doctors, Nurse Practitioners, Psychiatric Nurse Practitioners, Physician Assistants, Care Managers, PEP Care Managers, Medical Social Workers, Nursing Coordinators, Research Clinicians, and Dieticians.

b. Excluded

Employees in all other job classifications, management employees, confidential employees, already represented employees, guards, and supervisors as defined in the Act.

1.2 UNION MEMBERSHIP AS A CONDITION OF EMPLOYMENT

During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31st day after employment. The Employer will provide all new hire employees who are hired into the bargaining unit with the Union Membership Application/Payroll Deduction Form.

As a condition of employment all employees hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union and tender to the Union the initiation fees and periodic dues that are the obligations of members.

1.3 FAILURE TO MAKE REQUIRED PAYMENTS

The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at their last known address, in which to comply.

If said employee does not comply with the provisions of this Article within the ten (10) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union to the Employer.

1.4 DEDUCTION AND REMITTANCE OF UNION INITIATION FEES AND DUES

Upon receipt of an individual, voluntary, written, and un-revoked check-off authorization form which has been signed by an employee in the bargaining unit covered by this Agreement, the Employer shall deduct from the pay of such employee during every pay period a sum equal to the employee's union initiation fees or monthly membership dues,

uniformly required, and only so long as such employee was employed by the Employer at the time such obligation became due.

The Employer shall promptly remit to the Union the sums which are deducted under this Section, together with a list on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for Union members: their names, Social Security number, home address, cell and home numbers (as provided by the employee), email address, classification, regular wage rate, regular hours worked during the period, regular earnings during the period, department, status, (e.g. Regular Full-Time, Regular Part-Time, Per Diem, or Temporary), and date of hire.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

The Employer will honor written assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, where such assignments are submitted in a form agreed to by the Employer and the Union, and will remit such contributions to the Union.

1.5 ASSIMILATION OF NEW FACILITIES

Any new facility hereafter opened and/or operated by the Employer in Los Angeles County and providing similar services and employing employees in classifications covered by this Agreement shall be deemed an expansion of the Employer's facilities and an accretion to the existing bargaining unit and such new facility or facilities shall be automatically covered by the provisions of this Agreement.

ARTICLE 2 – HOURS OF WORK

2.1 WORK SCHEDULES

- a. The Employees covered by this Agreement are exempt under the Fair Labor Standards Act (FLSA) and applicable California Law.

The standard work week shall be based on no less than 40 hours a week. For the purpose of timekeeping systems, this shall be reported in hours. These recording principles notwithstanding, nothing in this section shall be constructed to change the employees status from that of an exempt non-hourly employee.

There will be Monday through Friday schedule available. Providers shall self- select their schedules by seniority. Schedules shall be "fixed" which is defined as a schedule that remains the same regarding the days of work and shifts of work from scheduling period to scheduling period. Management shall not change the schedules of any permanent employees once they are selected without mutual agreement.

The Employer may determine at some point in the future to establish a “flex” schedule for newly hired Employees. A flex schedule is defined as a schedule that may alternate from scheduling period to scheduling period. In the event that the Employer wishes to establish such a flex schedule in the future for newly hired employees, the position posting for the job vacancy would clearly indicate that the schedule is a “flex” schedule, as defined herein. The Union would be notified thirty (30) days prior to the posting for a new position offered on a flex schedule.

An employee may request to adjust their schedule on either a permanent or temporary basis. Such request would need to be put into writing specifying the specific schedule requested. The supervisor or Director shall meet with the Employee to discuss and understand the request. On a case by case basis it shall be determined if such adjustment would be prudent and beneficial to both parties.

In the event the Employer determines the need to expand or change regular service hours or unanticipated temporary circumstances occur that require service hour changes, the Employer shall notify the Union forty-five (45) days in advance and negotiate the process and impact of such proposed changes in service hours, except for unforeseeable events that necessarily disrupt regular operations.

b. Patient Scheduling

Patient schedules will be built to include hours of unscheduled time which may be utilized at the discretion of the professional staff for breaks, meals and/or administrative work for full time employees.

- i. Patient schedules will be built for Medical Doctors, Physician Assistants, Nurse Practitioners and Dietitians to include two (2) hours per day of unscheduled time.
- ii. Patient schedules will be built for Care Managers and Medical Social Workers to include three (3) hours per day of unscheduled time. This can only be adjusted by changes in mandates by the funding agency.

2.2 WORK DISTRIBUTION

When an employee is unavailable, scheduled patients shall be placed into an open available appointment on another employee’s schedule or shall be rescheduled.

ARTICLE 3 – COMPENSATION

3.1 BASE SALARIES – ALL CLASSIFICATIONS

The base salaries for each classification covered by this Agreement shall be set forth in Appendix A. As exempt employees, the classifications covered by this Agreement do not receive overtime compensation or compensatory time off, or additional compensation beyond the established salary for the position, unless otherwise agreed to.

3.2 PAY INCREASES

a. Year 1

Effective January 1, 2021: All bargaining unit employees shall receive either a salary increase based upon their job classification and seniority in Table A or the base rate as set-forth in Appendix A whichever is greater.

b. Year 2

Effective July 1, 2021: All bargaining unit employees shall receive either a salary increase based upon their job classification and seniority in Table B or the base rate as set-forth in Appendix A whichever is greater.

c. Year 3

Effective July 1, 2022: All bargaining unit employees shall receive a salary increase based upon their job classification and seniority in Table B.

Table A – Year 1: Effective January 1, 2021		
Classification	Years of Service	Increase %
Physicians, Psychiatric Nurse Practitioners, Nurse Practitioners, Physician Assistants, Research Clinicians	0 to 2	2.0%
	3 to 6	3.0%
	7 to 9	4.0%
	10 or more	5.0%
Care Managers, Nursing Coordinators, PEP Care Managers, Medical Social Workers, Registered Dietitians	0 to 2	2.0%
	3 to 6	3.0%
	7 to 9	4.0%
	10 or more	5.0%

Table B – Year 2 and 3: Effective July 1, 2021		
Classification	Years of Service	Increase %
Physicians, Psychiatric Nurse Practitioners, Nurse Practitioners, Physician Assistants, Research Clinicians	0 to 2	2.0%
	3 to 6	3.0%
	7 to 9	3.5%
	10 or more	3.5%
Care Managers, Nursing Coordinators, PEP Care Managers, Medical Social Workers, Registered Dietitians	0 to 2	2.0%
	3 to 6	3.0%
	7 to 9	3.5%
	10 or more	3.5%

3.3 TRANSFERS/PROMOTIONS

In the event a bargaining unit member moves from their current position to a higher paid position, as defined by the start rate of the new position, such bargaining unit member shall be placed onto the new start rate, or shall receive a three percent (3%) salary increase whichever is greater.

3.4 OBTAINMENT OF LICENSURES

If a medical social worker obtains their LCSW therefore providing the opportunity to provide services above that of their current position of Medical Social Worker (MSW), a meeting shall occur to discuss how such license shall be activated to provide greater specialized care. If a decision is made by management that such advance degree will benefit the clients and enhance the work at the Center, upon verification of proof of licensure from an accredited State agency or state recognized professional organization or association, such employee shall receive a salary increase of fifteen (15%).

3.5 BILINGUAL PREMIUM

Any qualified employee who is designated by the Employer to utilize a second, third or more languages during the course of their work shall be paid a bilingual premium of \$200 per month. A qualified employee is one who either speaks, translates, reads and/or writes a foreign language (including AMSLAN) during the course of their employment.

Employees not receiving the premium shall not be required to utilize bilingual skills.

3.6 MILEAGE ALLOWANCE

Employees required and authorized to use their own personal automobiles for Employer business will receive a mileage allowance in accordance with IRS standard. Should a funding source (grant) require a different mileage allowance, such amount shall prevail in which event the Employer shall immediately notify the Union of such change. Such employees may be required by the Employer's rules to be properly licensed and have appropriate insurance.

Mileage allowance shall be paid to employees by the first of the month, when submitted to their supervisor by the tenth (10th) day of the preceding month.

3.7 NO REDUCTION IN BENEFITS

No bargaining unit member covered by this Agreement shall as a result thereof, suffer a reduction in wages or other benefits, as all wages and other benefits set forth in this Agreement are minimums.

ARTICLE 4 – HOLIDAYS

4.1 HOLIDAYS OBSERVED

The following days shall be observed as paid holidays and Bargaining Unit members are scheduled off on these holidays:

- a. New Year's Day
- b. Martin Luther King's Birthday (Observed)
- c. Susan B. Anthony/Washington's Birthday (Third Monday in February)
- d. Cesar Chavez Day (Observed on the Monday of the week in which his birthday falls)
- e. Memorial Day/Walt Whitman's Birthday (Last Monday in May)
- f. Independence Day (July 4)
- g. Labor Day (First Monday in September)
- h. Thanksgiving Day
- i. The Day After Thanksgiving
- j. Christmas Eve (close at 2pm)*
- k. Christmas Day
- l. Personal Birthday
- m. Two (2) Floating Holidays

*In the event an Employee wishes to take off work on Christmas Eve, they shall only be required to utilize PTO hours that are equivalent to what their regular work schedule would have been up until 2pm that day. By way of example, if an Employee was supposed to work at 8am to 2pm, they shall only utilize 5 hours of PTO if they wish to take off, which would have been 5 hours active time.

Schedules and workflow will be constructed so that all bargaining unit employees will be able to leave by 2pm.

At least thirty (30) days prior to Christmas Eve, the parties shall discuss schedules and work flow to communicate to all affected staff.

4.2 HOLIDAY PROVISIONS

When a payday falls on any holiday, Employees shall be paid on the day immediately preceding the holiday, contingent on the Employer having received the payroll from the bank.

4.3 HOLIDAY PREMIUM

No deduction shall be made from the pay of any employee for the observance of holidays listed above.

4.4 FLOATING AND BIRTHDAY HOLIDAYS

Each employee is entitled to two Floating holidays and a Birthday holiday during each year of employment. The Floating holidays shall be a day off of the employee's choice. The employee may take the actual day of their birthday off as a holiday or may substitute a day of their choice.

4.5 HOLIDAYS DURING PAID LEAVE

If a holiday falls during an Employee's vacation period, a bereavement leave, or paid sick leave, it will be considered as a holiday and not a vacation day, a bereavement leave or paid sick leave day.

4.6 Employees may request Christmas Eve off and it shall be granted based on a first come first serve basis, providing there is adequate staffing available to staff the facility.

ARTICLE 5 – VACATIONS

5.1 VACATION ELIGIBILITY

Each employee shall be granted two (2) weeks and two (2) days (12 days) paid vacation during the first year of employment but only after completion of the probationary period.

Each employee shall be granted three (3) weeks (15 days) paid vacation during the second year of employment and again during the third year of employment.

Each employee shall be granted four (4) weeks (20 days) paid vacation during the fourth year of employment and during each year of employment thereafter.

5.2 VACATION PAY

Vacation pay means base rate plus applicable premiums. Employees upon request shall receive an advance on their vacation pay by their scheduled lunch break on the last scheduled workday immediately preceding the taking of vacation provided the request has been made in writing at least twelve (12) workdays before the check is to be issued. Otherwise, vacation pay will be made on the regular payday.

5.3 SCHEDULING VACATIONS

- a. Requests to schedule vacations for more than forty (40) hours must be requested no less than sixty (60) days in advance. Vacation will then be granted on the basis of seniority and the Employer's staffing needs. The Employer shall notify the employee within seven (7) days of the request of the approval or denial of such request. Employees may use all vacation, which they have accrued up to and including the month immediately preceding the taking of the vacation.
- b. No employee's scheduled vacation shall be changed before commencement of their vacation with less than thirty (30) days' notice and only because of pressing need.

- c. Requests to schedule vacations that will be for more than twenty (20) hours but up to forty (40) must be requested no less than thirty (30) days in advance. Such vacations will, so far as practicable, be granted to employees. The Employer shall notify the Employee, within three (3) days of the request of the approval or denial of such request.
- d. Nothing shall prevent management from approving a vacation day(s) request less than 30 or 60 days in advance. The parties agree that flexibility will be exercised to accommodate.
- e. If an employee suffers a disabling accident or hospitalization while on vacation and provides written verification the employee may convert the vacation time to paid sick leave provided the employee has accrued sick leave. The employee shall retain vacation time for the days so disabled. Such vacation time shall be rescheduled by mutual agreement.

5.4 SPLIT VACATION

Employees shall be allowed to take all vacation to which they are entitled in one increment or may split vacation in increments of one week or in amounts less than one week all upon the approval of supervisor which shall not be unreasonably denied.

5.5 VACATION GRANTED ON SENIORITY

Vacations will, insofar as possible, be granted at times most desired by employees (longer service employees being given preference as to choice). Vacation requests will be considered at any time of the year.

5.6 VACATION CARRYOVER

- a. The maximum vacation hours an employee may have at any time shall not exceed 200 hours. The Employer shall notify each Employee in writing, or via e-mail when their accrued vacation time reaches 180 hours. When the Employee is notified that accrued but unused time has reached 180 hours, the employee is responsible for requesting sufficient vacation time to avoid reaching the maximum allowable accrued hours. This request shall be made in writing to the supervisor within five (5) days of receiving the Employer's notification.
- b. Employees who have requested vacation leave according to the provisions of the collective bargaining agreement and are denied vacation leave due to insufficient department staffing or excessive workload shall continue to accrue vacations hours. If applicable, based on existing accrued hours, the affected Employee can exceed the vacation "cap", regardless of whether the total maximum of 200 hours has been accrued. The Employer will provide to the employee written verification of approval or explanation of denial within five (5) days of receipt of vacation requests.

- c. Employees who do not request vacation time, or at their own discretion refuse to take a vacation which has been approved by the Employer, will not accrue vacation hours beyond the maximum 200 hours.
- d. Employer shall be responsible for accommodating workload and arranging for temporary staff as needed to fill in for employees on approved vacation leave. Employee shall not be made responsible for finding replacement staff to cover their work responsibilities during any approved vacation leave

5.7 SEPARATION PAY

An employee shall receive upon separation of employment the full cash value of all earned vacation including birthday and two floating holidays (if not utilized in the year of separation). If an employee resigns, all earned vacation, birthday and floating holidays (personal days) will be paid within seventy-two (72) hours after separation. If an employee is terminated, all earned vacation and birthday and floating holidays (personal days) must be paid on that same day.

ARTICLE 6 – SICK LEAVE

6.1 PAID SICK LEAVE

Each Employee shall accumulate one (1) day of sick leave for each calendar month of employment. Each employee shall be entitled to accrue twelve (12) day's sick leave with pay for each full year of employment. Sick leave shall be accumulated to a maximum of sixty (60) days.

Employees shall not be disciplined for using their accumulated sick leave, provided such leave is within the intended use as outlined in this Section. Further, the Employer's policy shall be consistent with the California Sick Leave Law providing sick leave usage for:

- a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- b. For an employee who is a victim of domestic violence, sexual assault, or stalking.

Sick leave shall commence with the first day or portion of a day of any illness. If a holiday occurs during a period of paid sick leave, the employee shall receive holiday pay and such day shall not be charged to sick leave credits. Accrued sick leave may be used for routine personal medical and dental appointments, for days off due to stress and to care for a child during an illness or when a childcare problem arises or for provisions provided by the California Kin Care Law.

If an employee is off sick three (3) or more consecutive days, the Employer may require a doctor's certificate attesting to the employee's illness or proof of the illness of the child or childcare problem.

6.2 INTEGRATION OF SICK LEAVE

If an employee is eligible for basic Unemployment Compensation Disability Benefits (U.C.D.), Employer-paid sick leave shall be reduced by the amount of the U.C.D. benefit the employee is eligible to receive. The reduced amount of sick leave payment shall then be charged against the employee's earned sick leave. If an employee is eligible for Workers' Compensation Insurance payments, the same method of integration with Employer-paid sick leave shall apply.

ARTICLE 7 – LEAVES OF ABSENCE

7.1 MEDICAL LEAVES OF ABSENCE

- a. Upon request of employees who have been employed for more than 6 months after their 90-day probationary period (a total of 9 months of consecutive employment), apart from any leave granted for the physical disability related to pregnancy is entitled to 4 months of family medical leave without pay.
- b. Family medical leave shall be granted for the birth or adoption or foster-care of a child or for the serious health condition of an employee's child, child of a person standing in loco parentis, parent, person who stood in loco parentis to the employee when the employee was a child, spouse, significant other or an employee that is unable to work due to their own serious health condition. Employees requesting medical leave will be granted such leave provided the employee gives written request for such leave and, in addition, furnishes a doctor's certificate which states the necessity for such leave. Such granted leaves of absence shall not be in excess of 4 months except when medical leave is for the employee's own serious health condition. In the case of leave granted for an employee's own serious health condition, leaves of absence shall not be in excess of one hundred eighty (180) days. A doctor's certificate which states the necessity for medical leave will be required at the beginning of the leave and every thirty (30) days thereafter up to a total of one hundred eighty (180) days should the employee seek to extend the leave. A leave of absence for industrial injury or illness shall not exceed one (1) year.
- c. Upon release by the attending physician, if an Employee has a job related restriction, the Employer may request that the employee provide a return-to-work authorization containing the name of the physician, signature, clarification of disability, sufficiently to allow the Employer to make appropriate determination of jobs employee can perform, if any, and date released to return to work.
- d. Employees may utilize their accumulated sick leave and/or vacation time during a medical leave of absence, if they so choose.
- e. Upon request, employees shall be granted additional medical leave 12 months from the first day of the previous medical leave. The Employer shall continue to pay for a

period of no less than 3 months, the employee's health benefits during such leave. Where the Employer employs both parents and/or persons standing in loco parentis, such leaves may not be taken concurrently without Employer approval.

7.2 PERSONAL LEAVE

A leave of absence without pay of up to sixty (60) days may be granted to employees for personal reasons provided the employee has completed the probationary period. Personal leaves of absence based on good cause shall not be unreasonably denied.

In a verifiable emergency, on duty employees may ask for personal time off which shall be granted on momentary notice.

It shall not be a condition to the granting of personal time off that the employee secures their own replacement.

7.3 REQUEST FOR AND RETURN FROM LEAVE

All leaves of absence shall be requested in writing on a form (if available) provided by the Employer, and all leaves granted shall be in writing and for a specified period of time.

Employees utilizing any leave of absence referred to in this Agreement shall be returned to the same classification and schedule at the same rate of pay in addition to any automatic contract increases immediately upon completing such leave.

7.4 BEREAVEMENT LEAVE

When a death occurs in the immediate family of any employee, they shall be entitled to a leave of absence of up to five (5) days with pay. Employees may use accrued vacation or floating holidays and/or birthday holiday when additional time is needed. Immediate family is defined as spouse, significant other, sister, brother, daughter, son, mother, father, mother-in-law, father-in-law, parents of significant other, legal guardian, legal ward, grandmother, grandfather, grandchildren, step children, step parents, step grandparents, step grandchildren, and one (1) close personal friend per year.

7.5 JURY DUTY

An employee who is notified that they may be selected for jury duty shall immediately present such notice to their department head. The Employer may request that an employee called for jury duty be excused there from. An employee who serves on jury duty shall continue to receive their salary for up to a maximum of twenty-one (21) workdays.

Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances in legal proceedings that involve patients/clients during the course of employment.

This section shall not apply to probationary employees.

7.6 WORKERS' COMPENSATION

The Employer will place employees released to return to work from an industrial injury without medical restrictions, to their same classification at their regular rate of pay as soon as reasonable, not to exceed seven (7) days.

The Employer will place employees released to return to work from an industrial injury on a temporary restricted basis, in their same classification, provided the employee can perform substantially all the job responsibilities per the medical restrictions, or in an appropriate job opening on a preferential basis.

The Employer will place employees released to return to work from an industrial injury on a permanently restricted basis, in their same classification, provided the employee is physically capable of performing substantially all the job responsibilities per the medical restrictions and limitations. If the employee is unable to perform their same or substantially similar classification, that employee has the opportunity to bid on any job vacancy that they are physically capable of and qualified to perform per their medical restrictions and limitations. Where there is not an appropriate job the Employer will provide all reasonable and necessary vocational rehabilitation training program benefits required of it by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code.

7.7 FAMILY LEAVE

Upon request of employees who have been employed for more than 6 months after their 90-day probationary period (a total of 9 months of consecutive employment), apart from any leave granted for the physical disability related to pregnancy, the Employer shall grant up to 4 months family leave without pay for the birth or adoption of a child, or for the serious health condition of an employee's child, parent, spouse or significant other.

Upon request, Employees shall be granted additional family leave 12 months after returning to work from a previous family leave. The Employer shall continue to pay for a period of no less than 3 months, the employee's health benefits during such leave. Employees shall be allowed to use accrued vacation and sick leave time during such leave. Where the Employer employs both parents such leaves may not be taken concurrently without Employer approval.

7.8 UNION LEAVES OF ABSENCE

Employees with at least one (1) year of service shall by mutual consent of Employer and the Union be granted an unpaid leave of absence in order to perform work at the Union upon request by the employee and authorization by the Union with fourteen (14) days' notice to the Employer, provided there will be no adverse effect on operational needs. Such leaves may be for any duration up to 3 months. A leave may be extended by mutual consent of the employee, Union and Employer, to total time not to exceed one (1) year provided there will be no adverse effect on operational needs. The Employer shall return the employee with no loss of seniority to the same classification they held at the time they went on Union leave with no loss of seniority and with any intervening increases in

wages or benefits applied as if they had been working. The employee must give the Employer at least fourteen (14) days notice of their return to work.

7.9 EMERGENCY LEAVE REQUEST

If an employee is unable to request a leave due to an emergency, the Employer will consider a request made on the employee's behalf by a third party. Upon returning to work the employee will confirm said request.

ARTICLE 8 – PROFESSIONAL DEVELOPMENT/TRAINING

Professional development, training and education is designed to increase an Employee's professional growth and job-related development, or to maintain good standing for licensure/professional registration, or to increase an employee's job proficiency.

In order to afford employees an opportunity for further professional development, training and education, and to maintain their licensure and certifications, an employee may be permitted to take or attend courses, seminars, conferences, trainings, and education classes and exams as required to maintain certification and licensure.

8.1 PROCESS AND PROCEDURES FOR UTILIZATION

- a. To be eligible an employee must have completed the probationary period.
- b. The Center shall encourage professional development, education and training by authorizing up to six (6) days plus an additional two (2) days at management's discretion provided it is mutually beneficial to both the Employer and the employee per calendar year without loss of compensation. This professional education and training must be approved in advance by the department head or designee. Prorated for employees working less than full-time.
- c. Employees may request reimbursement for Continuing Education including tuition and/or registration fees, certification and licensure renewals, course-related books, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other approved related expenses for training authorized under this Article. Prorated for employees working less than full-time.
 - i. Medical Doctors, Physician Assistants, Nurse Practitioners, Psychiatric Nurse Practitioners, Research Clinicians shall be eligible for up to \$2500 per calendar year;
 - ii. Case Managers, PEP Case Managers, Medical Social Workers, Nursing Coordinators, Registered Dietitians shall be eligible for up to \$1000 per calendar year:

Local or online options are preferred; however, management may agree to cover expenses for out of town conferences, education and training. For education and training that cannot be properly offered locally or online, the Center may cover the expenses associated with supervisor approved reimbursement requests.

- d. If the classification specification or legal requirement lists more than one certifying or licensing body which meets the minimum qualifications of that classification, employees may request to change the certifying or licensing body subject to the approval of management.

Employees may be required to maintain and provide the Employer proof of eligibility, certification or license from one certifying or licensing body.

- e. Completion or verification of the above referenced reimbursable expenses may be requested by the Employer.
- f. The Employer shall make every reasonable effort to adjust the work schedule for full-time employees for Continuing Education Leave. In the case of concurrent requests that cannot all be granted, requests shall be granted according to seniority within the classification for which the request for leave is made, with the most senior Employee having priority on a rotational basis.
- g. The Employer may, at the CEO's or designee's discretion, grant up to four (4) months of unpaid educational leave.

8.2 CLINICAL SUPERVISION FOR MEDICAL SOCIAL WORKERS

The Center shall provide individual or triadic clinical supervision for unlicensed Medical Social Workers in addition to the currently provided group supervision. The supervision shall be compliant with all of the State of California's Board of Behavioral Sciences (BBS) requirements/procedures for accrual of hours needed for the medical social worker to obtain licensure.

8.3 FACILITY BASED TRAINING

The Employer will provide at least one training each year covering diversity and inclusion, cultural competency, and sexual harassment prevention.

ARTICLE 9 – HEALTH INSURANCE

9.1 EMPLOYEE AND DEPENDENT HEALTH INSURANCE AND DENTAL COVERAGE

The Employer shall provide and maintain at no cost for all eligible employees group health insurance. Health, Dental and Vision Insurance is effective the first day of the month following one (1) full calendar month from the date of hire. The Health Plans shall include Mental Health and prescription drugs.

- a. Kaiser Permanente shall cover eligible employees unless both Parties agree to change carriers;
- b. Vision plans shall cover eligible employees. The Employer agrees to provide a dental plan with a maximum of one-thousand five-hundred dollars (\$1,500) annual coverage;
- c. The Employer will, upon the written requested authorization of the employee, provide for payroll deduction to cover the costs of any available premium-sharing for employee, dependent and/or domestic partner/spouse coverage elected by the employee;
- d. The Employer may not substitute insurance carriers and/or change plan designs unless and until the Union agrees or after good faith bargaining with the Union.

In the event the health insurance premiums exceed 10% increase in premium costs, the Employer may give written notice to the Union to discuss health care or insurance coverage.

9.2 COVERAGE DURING LEAVE OF ABSENCE

- a. The Employer shall continue to pay for the cost of health benefits during the first three months of an employee's non-industrial or industrial medical leave.
- b. The Employer shall continue to pay for the cost of health benefits for three months during an employee's family leave.

9.3 LIFE INSURANCE

The Employer shall provide employees with life insurance coverage in the amount of twenty thousand dollars (\$20,000). Employees shall have the option to purchase additional life insurance for so long as the insurer makes this benefit available and subject to the eligibility requirements established by the insurer.

9.4 ADDITIONAL BENEFITS

The Employer agrees to provide at no cost to the employee, long-term disability coverage and an Employee Assistance Plan (EAP). The Employer further agrees to set up a 403(b) retirement plan to which the employees may voluntarily contribute in compliance with IRS standards and provisions.

- 9.5 Should the Employer offer additional benefits or plans to other LGBT Center staff that are in addition to those plans included herein, or that have reduced costs, or improved benefits, such plans shall be offered to bargaining unit employees covered by this Agreement, but shall not be in substitution of the benefits covered by this Agreement.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

10.1 PURPOSE AND PROCEDURES

The purpose of this Article is to provide an orderly method for the settlement of disputes between parties over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a Grievance and shall be processed in accordance with the following steps, time limits and conditions:

a. Step 1

- i. An Employee should make a reasonable effort to resolve the possible grievance informally in a discussion with the immediate supervisor.
- ii. If an Employee is unable or uncomfortable to attempt to resolve the possible grievance, the Employee may have a Union Steward or Union Representative present for a discussion with the immediate supervisor. This requirement must be satisfied before a written grievance is submitted at Step 2.
- iii. If the grievance is as a result of a suspension or termination, the grievance will be referred to Step 3.

The grievance arising shall be presented to the Employee's immediate supervisor within thirty (30) calendar days after the Employee had knowledge of the event or should have had knowledge of the event causing the grievance. The immediate supervisor shall, within five (5) workdays of such meeting give an answer in writing to the grievant.

b. Step 2

In order for the grievance to be considered further, within five (5) workdays after receipt of the immediate supervisor's written answer, the Employee shall present the grievance in writing to the Department Head. Within five (5) workdays after such presentation, said grievance shall be discussed at a meeting to include the Union Steward, the Union Representative, the Grievant and the Department Head. The Department Head shall give their written answer to the Union Steward and the Grievant within three (3) workdays after such meeting. Union Stewards may initiate group grievances affecting more than one employee in their designated area of responsibility in this step.

Workload grievances shall be initiated at this Step.

c. Step 3

In order for a grievance to be considered further, within five (5) workdays after receiving the Department Head's answer, the Union Representative shall present the grievance to the CEO or their designee. Within five (5) workdays after such a

presentation, such grievance shall be discussed at a meeting to be held between the Union Representative, the CEO or their designee, the grievant or employees involved. The Union steward, the Administration designee, the Department Head and the immediate supervisor shall attend if either party wishes. The CEO or their designee shall give their answer in writing within five (5) working days after such meeting.

All discharge and suspension grievances shall be referred immediately to this Step within ten (10) workdays from the date of the written warning, discharge or suspension.

d. Step 4

In case of failure of the parties to reach a decision in Step 3, either party may within ten (10) workdays of receiving the Step 3 written response, appeal the matter to arbitration. An impartial arbitrator shall be selected by striking from a panel of arbitrators. The panel shall be established by each party providing a list of five (5) arbitrators. The parties will select an arbitrator by alternately striking names. The first strike, on the first arbitration shall be made by the Union. On the subsequent arbitration, the Employer shall strike, and any following arbitrations shall be first strike in rotational order between the parties.

The decision or award may, at the discretion of the arbitrator, be made retroactive to the date when the complaint was first submitted for adjustment and shall be final and binding upon all concerned. The fee and expenses of the arbitrator, the court reporter's appearance and transcript fees, and the cost of mutual facilities shall be borne equally by the Employer and the Union.

The Arbitrator shall be prohibited from adding to, modifying or subtracting from the terms of this Agreement or any supplemental written agreement of the parties.

10.2 EXPEDITED ARBITRATION

Expedited arbitration may be invoked whenever the Union or Employer, by brief written statement of relevant facts alleges that a threatened or an existing breach of contract by the other party will cause irreparable harm if not halted forthwith, and that the other party has failed to cease such conduct after a request to do so. Any failure by the Employer or the Union to comply substantially with the requirements of this Agreement shall constitute irreparable harm. The written statement may be filed with any of the following arbitrators who is immediately available:

Sara Adler, Edna Francis, Joseph Gentile, Louis Zigman, Fred Horowitz, Guy Prihar, Jeff Minckler

The written statement must contain a verification of service upon the other party or its attorney. If none of the above arbitrators should be immediately available, the arbitrator selected shall be the one who is first available. As soon as possible, the arbitrator shall, with or without a hearing, investigate the alleged facts and consider such declaration, affidavits, exhibits or testimony, as they shall deem appropriate. They may then issue

such temporary orders, as they deem appropriate to enforce this Agreement pending a full hearing on the matter. The full hearing shall be held as quickly as practicable thereafter and a final decision rendered. Both the preliminary and final decision shall be enforceable by appropriate judicial action.

10.3 TIME LIMITS

By mutual agreement between the Union and the Employer the time limits of any step of the grievance procedure may be extended. In the event the Union fails to respond within the time limits specified or the Employer fails to respond within any time limit specified, the grievance shall be deemed denied and the moving party may proceed to the next step of the grievance procedure.

If either of the parties (Employer or Union) fails to comply with the time limits set forth in Step 4, the other party may send, by fax or certified mail, a letter of intent to hold the first party in default. The grievance shall thereupon be deemed abandoned (if the party is the grieving party) or granted (if the defaulting party is the grieved-against party).

10.4 DISCLOSURE

In the event the Employer discharges an employee, the Employer will, at the request of the Union furnish the Union copies of any written statements used by the Employer as a basis for its action.

10.5 DISCIPLINARY NOTICES

The Employer agrees to provide the Union with copies of all Notices of Unsatisfactory Job Performance as soon as practicable after their issuance to employees.

The Employer agrees to remove from each employee's personnel file any Notice of Disciplinary Actions for which there has been no recurrence for one (1) year. To satisfy legal concerns, such notices shall be permanently maintained in a separate file in the Human Resources office to which supervisor and department heads shall not regularly have access. No disciplinary action or evaluation will be based upon warning notices or disciplinary action with regard to which there has been no recurrence within a period of one (1) year.

The Employer agrees to provide language on the Notice of Disciplinary Actions form to the effect that the employee's signature does not indicate agreement with the notice and that the employee may pursue the matter through the grievance procedure if the employee disagrees with the action taken.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

The Employer shall have the right to discipline employees for just cause only.

11.1 OVERVIEW

In the event of a complaint initiated by a client/patient which the Employer believes may have merit, the Employer shall discuss the complaint with the Employee involved within not more than five (5) workdays after receipt of the complaint, and if the Employer decides to take disciplinary action as a result of such complaint, it shall notify the Employee of such action within not more than five (5) workdays following said discussion. The Employee may elect to have a Union Steward or Union Representative present during such discussion and during any meeting called for the purpose of investigating and/or imposing disciplinary action.

If the facts ascertaining to the allegation are not evident, the Employer may suspend the Employee with pay for no more than seven (7) calendar days pending investigation of the facts.

11.2 DISCIPLINE PROCEDURES

The Employer shall utilize progressive discipline as follows: (1) verbal warning, (2) written warning, (3) suspension, and (4) termination, but in unusual situations, The Los Angeles LGBT Center may impose discipline at any of the above steps depending on the severity and circumstances of the specific infraction. Any discipline shall be presented to the Employee as soon as possible but no later than five (5) calendar days of the infraction or within five (5) calendar days of the date when The Los Angeles LGBT Center became aware and confirmed the infraction, or should have reasonably become aware of the infraction.

11.3 RIGHT TO REPRESENTATION

a. Investigatory Meeting

In the event management is conducting an investigatory meeting which may result in discipline, management must notify the affected Employee a minimum of twenty-four (24) hours in advance that it intends to conduct such meeting and what the issue or incident is that gave rise to such meeting.

The following holding of the U.S. Supreme Court in *NLRB v. Weingarten, Inc.*, shall apply to investigatory interviews conducted by the Employer that an employee, upon their request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Field Representative or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within forty-eight hours, excluding Saturday, Sunday, and Holidays, of the employee's request for their presence.

b. Disciplinary Meeting

The Los Angeles LGBT Center shall notify a Steward of any meeting at which the Employee will be disciplined or discharged. If the notified Steward cannot attend the

investigatory meeting, another Steward or Alternate and the supervisor of that Steward shall be notified of the meeting. The Steward may be present at any such meeting to represent the Employee unless the Employee specifically and in writing declines the representation or the presence of the Steward.

11.4 NOTICE

Any form of discipline shall be confirmed in a document that states the reason for the discipline. The document shall be provided to the Employee and, within five (5) days of issuance, to the Union Steward and Union Representative. An Employee shall have the right to rebut in writing any such document, and any such rebuttal shall be placed in the Employee's file.

11.5 EMPLOYEE ACKNOWLEDGMENT

An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning.

The failure to follow such a practice shall not be dispositive but may be taken into consideration by an arbitrator in any arbitration regarding such discipline. Any written discipline shall contain the following language above the location for the Employee's signature: "I have read and acknowledge receipt of this notice."

11.6 DISCIPLINARY NOTICES, REBUTTAL, AND INSPECTION OF PERSONNEL FILES

- a. There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the Employee's file.
- b. Employees will receive copies of all disciplinary notice(s) placed in their personnel file and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
- c. In any case where the Employer and the Union agree to revise personnel record disciplinary material, the Employer shall, upon request, provide evidence of the revision.
- d. No disciplinary document shall be utilized for progressive discipline beyond twelve (12) months of its issuance.
- e. In the event the discipline involves gross negligence or is related to HIPAA violation, or harassment or discrimination as defined under the law, management may retain the disciplinary document for utilization in the event it is required for a legal proceeding or regulatory process and the Employer is thereby required to demonstrate proof of

action to correct. Progressive discipline may be utilized for such documented incidents if there are repeated pattern of occurrences.

ARTICLE 12 – UNION REPRESENTATION

12.1 ACCESS OF UNION REPRESENTATIVES

Duly authorized Union Representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that they first notify the head of the facility of their presence and that no interference with the patients/clients or with the work of the employees, shall result, and such right of entry shall, at all times, be subject to general hospital and medical office rules applicable to non-employees.

12.2 UNION STEWARDS

The Employer recognizes the right of the Union to select a reasonable number of Union Stewards from among the non-probationary employees in the bargaining unit. The Employer agrees that there will be no discrimination against any authorized Union Steward because of Union activity. The Employer shall not recognize Union Stewards until the Union has notified the Employer in writing of the selection of such Stewards who shall be responsible for conducting Union business. The Stewards shall make every reasonable effort to conduct their activities on the off-duty time of everyone involved and to not allow their activity as Stewards to interfere with performance of their duties. Before leaving their workstation to conduct Union business, Stewards shall request permission from their immediate supervisor, which permission shall not be unreasonably withheld. Employees shall not lose pay because of attendance at grievance meetings.

Duly-elected, certified Union Stewards shall have the right to request and receive a list of current employees, seniority, and work site. Upon request, shift schedules will be provided as relevant to a particular concern. For the purpose of investigations related to grievances and arbitrations, the Union Steward shall have the right to information from the Employer relevant to the grievance within five (5) days of the request.

12.3 UNION ACTIVITIES

No employee or applicant for employment 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 covered hereby shall be admitted to membership without discrimination.

a. Labor Management Meetings

Meetings between Steward(s) and Employer representative(s) held on the Employer premises shall be conducted monthly with no loss of pay incurred by the Union Steward(s) and shall not exceed two (2) hours in length. The purpose of the meetings

shall be to discuss and attempt to resolve issues of mutual concern such as workloads, patient protocol, systems and practices to enhance patient care.

b. Shop Steward Meetings

On a monthly basis Shop Stewards meetings may be held on the Employer's premises for a maximum of two hours during regular business hours with no loss of pay incurred by the Shop Stewards.

c. General Membership Meetings

Upon request the Employer shall provide space to conduct General Membership meetings.

12.4 NEW HIRE ORIENTATION (ALL NEW EMPLOYEES)

The Employer shall provide a group orientation to all new employees hired to fill bargaining unit job classifications where they shall receive information on employee benefits, a copy of their job description, a copy of the Collective Bargaining Agreement, a list of Shop Stewards and any other information regarding their employment with the Employer.

At least once per month when there are new hires, the Union shall be provided a reasonable amount of time, not to exceed 45 minutes, to meet with new hires and to explain the coverage of this Agreement, obligations of Union membership and provide all other pertinent information to the employees regarding the Union.

12.5 BULLETIN BOARDS

The Employer shall provide space in an accessible location at each of its facilities for a bulletin board to be furnished by the Union for the posting of official Union bulletins such as the following types: Notice of Union meetings and updates, notice of Union elections, notices concerning the appointment of officers and stewards and the results of Union elections; notices of social, educational or recreational activities.

ARTICLE 13 – SENIORITY

13.1 PROBATIONARY PERIOD

Employees covered by this Agreement may be discharged without cause and without recourse to the Grievance Procedure within the first ninety (90) days of employment. After completion of the probationary period, the Employer may discharge or otherwise discipline employees for just cause only.

In the event the Employer believes it is necessary to extend the probationary period, the extension shall be limited and up to no more than 45 calendar days. If the extension is the result of concerns regarding professional skills required for the position, a peer review

process may be requested by the Union to ascertain the concern and determine with the Employer what guidance can be provided to ensure success and competency.

13.2 BARGAINING UNIT SENIORITY

Bargaining unit seniority shall be defined as the period of continuous employment, from the most recent date of hire, that a full-time or part-time employee works in a job classification covered by this Agreement. If an employee terminates or leaves a covered job classification and returns within six (6) months, they shall maintain their seniority. If an employee returns to a covered job classification after six (6) months or more, their previously accrued bargaining unit seniority will not be bridged, and their bargaining unit seniority will be reestablished as of the new date they are placed into a job classification covered by this Agreement. Exceptions to this shall include an Employee who is on recall status due to lay off or on a protected leave of absence.

13.3 DEPARTMENT SENIORITY

Department/Program Seniority is defined as the date of hire into the current department/program or date of hire into the former department/program if placed in the current department/program as a result of reorganization or restructuring of work. Department/Program seniority shall have limited uses as described below:

Department/Program seniority shall govern in the following applications only within the department/Program: job bidding for higher rated or equal classification within the department only, additional hours, vacation scheduling and designated holiday scheduling. For all other purposes bargaining unit seniority shall govern.

13.4 MAINTENANCE OF SERVICE CREDIT

When used in this Agreement, Service Credit shall mean that period of continuous bargaining unit employment with the Employer.

An employee who has six (6) calendar months service and has terminated and returns within sixty (60) days will retain all previously accrued Service Credit for wages and benefits.

In the event of an industrial injury or illness leave of absence, the employee's service credit shall continue during the entire period of industrial injury or illness.

13.5 REDUCTION IN FORCE

In a reduction in force and subsequent recall, the principle of bargaining unit seniority shall govern, providing that merit and ability are adequate for the specific job duties and funding requirements.

- a. Reduction in force shall be defined as the elimination of an employee's position in a department or Program or a reduction in head count in a department or Program. Reduction from full-time to part time is deemed to be a reduction in force.

- b. Reduction in force language outlined in this Article will only apply to full time and part-time employees.
- c. In the event of a reduction in force, the following options will be followed in order to determine placement of the affected employee(s). All affected employees must exercise these options within thirty (30) calendar days after the Employer initially identifies to the Union and employees the job positions that will be eliminated in a reduction in force. This thirty (30) day period may extend beyond the date that the affected employee is removed from the payroll.
 - i. Option 1. The affected employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process.
 - ii. Option 2
 - (1) The affected employee(s) may apply for and will be given any open bargaining unit position of the same status, shift and classification provided they meet the minimum requirements for the specific job duties and funding requirements.
 - (2) Employee(s) placed into an open position of the same status, compensation, shift and classification within the bargaining unit will not have recall rights.
 - (3) If an employee rejects an open position of the same status, compensation, shift and classification offered at this Option, such rejection would result in the employee being laid off and the forfeiture of recall rights.
 - iii. Option 3. The affected employee(s) may apply for and will be given any open bargaining unit position providing that they meet the minimum requirements for the specific job duties and funding requirements. Employees may exercise this option at any time during the reduction in force process.
 - iv. Option 4
 - (1) Employee(s) who do not qualify for placement in Option 2 or Option 3 may displace the least senior bargaining unit employee in their current classification, shift and status, in the following order:
 - (a) Program
 - (b) Department
 - (c) Center
 - (2) No recall rights will be given to any employee who rejects to displace another employee in their classification, shift and status in the Program, Department and Center.

- (3) An affected full-time employee, at their option and at any time within the Option Four order above, may elect to displace the least senior bargaining unit part-time employee or an employee on another shift in their classification, within Program, Department and Center provided they meet the minimum requirements for the specific job duties and funding requirements.
- v. Option 5. An employee who cannot exercise their options as described above one (1) through four (4) shall be given the option of being placed into an on-call position, if available.

13.6 RECALL

- a. An employee on layoff status or whose status was changed as a result of reduction in hours, shall have rights in accordance with this provision for twelve (12) months from the date the employee was laid off or had their status reduced. Recall will be by bargaining unit seniority.
- b. Employees placed into a position on a different shift, status or former classification in Option 3 and Option 4 shall have rights to return to their former shift, status and classification (within the Center), under the recall rights provisions for the defined recall period.
- c. If an employee rejects the open position, then the employee will be taken off the recall list.
- d. A laid off employee may refuse a job offer and retain full recall rights if the job is not comparable in status, compensation, shift and classification to their former position at the time of layoff. Additionally, a laid off employee who accepts a job that is not the same status, compensation, shift and classification shall retain recall rights for the remaining term back to the same status, compensation, shift, and classification at the time of layoff.

13.7 SEVERANCE PACKAGE

If an employee is placed on layoff status and is unsuccessful in exercising their right pursuant to both option One (1) through Four (4) of this Article, they shall be entitled to severance and COBRA benefits paid for by the Employer as follows:

These benefits shall not be awarded to any employee who does not apply for, or who refuses, an open position for which they are qualified pursuant to this Article under Section 5. Employees who accept a voluntary layoff under Section 5; Step I shall receive the benefits and severance pay.

- a. Benefits:
 - i. One (1) year of service shall receive 1-month benefits.
 - ii. Two (2) years of service shall receive 2 months benefits.
 - iii. Three (3) years of service shall receive 3 months benefits.

- iv. Four (4) years of service shall receive 5 months benefits.
- v. Five (5) years of service shall receive 7 months benefits.
- vi. Six (6) years of service shall receive 10 months benefits.

b. Severance Pay:

- i. Employees with one (1) year to four (4) years shall receive two (2) weeks wages (current amount at time of reduction).
- ii. Employees with five (5) years to seven (7) years shall receive one (1) month wages (current amount at time of reduction).
- iii. Employees with eight (8) years to fifteen (15) years shall receive two (2) months wages (current amount at time of reduction).
- iv. Employees with sixteen (16) years or over shall receive three (3) months wages (current at time of reduction).

13.8 REDUCTION IN FORCE NOTICE

The Employer agrees to give the Union thirty (30) days' notice of expiration of a grant or shortfall in projected fundraising or other revenue that could result in a reduction in force, which will affect bargaining unit employees.

13.9 APPLICATION OF REDUCTION IN FORCE

The parties recognize that reductions in force are extremely serious matters and that even well intentioned procedures may result in unintended application. Therefore, the parties agree to communicate and meet during any application of the procedures to ensure its correct application to employees. Nothing contained herein shall prevent the parties from mutually agreeing to modify the specific reduction in force application should the need arise.

13.10 JOB POSTING

For vacant positions within the bargaining unit, first consideration shall be given to bargaining unit employees by seniority from within the Department/Program where the opening occurs. Should no selection be made from among such employees, the position shall be posted by the Employer on the bulletin board at all facilities where bargaining unit employees are employed, and shall email a copy of the posting to all bargaining unit employees.

All job postings shall include the job location, classification, scheduled hours, number of hours per week, days off, work assignments, pay range and the minimum requirements for the job and shall be posted a minimum of ten (10) calendar days prior to the job being filled.

The Employer shall accept applications and resumes from individuals meeting the minimum requirements for the job to be filled during this ten (10) calendar day posting period.

Current qualified employees shall be given priority consideration for opening. The Employer may fill said vacancy on a temporary basis while this posting procedure is engaged. Upon request, an employee having submitted an application for a posted position who does not receive the position shall be notified in writing as to the reasons they did not receive the position within seven (7) workdays after the receipt of the employee's written request. The principle of overall seniority shall govern in the filling of vacancies providing that skill, ability and previous performance are substantially equal.

On a monthly basis the Employer shall notify the Union with a listing of all job vacancies, any new job descriptions, and a listing of all individuals who have filled jobs the previous month. New hires will be indicated on the listing. When a position is canceled, written notice shall be sent to the Union stating the reason for the cancellation.

ARTICLE 14 – NONDISCRIMINATION

The Employer and the Union agree that no employee or applicant for employment shall be discriminated against with the implementation of this Agreement of any other terms and conditions of employment in regard to sexual orientation, race, color, creed, religion, age (in accordance with law), health condition, marital status, union membership, gender identity, ancestry, or veteran status.

The Employer shall guarantee fair treatment of applicants and employees in all aspects of personnel administration without regard to characteristics of national origin, color, race, sex, body size, disability, and equally without regard to religion ethnic/cultural, marital status, sexual orientation, or gender identity.

Further, the Employer will actively seek to achieve ethnic, age and sex parity in accordance with federal and state Affirmative Action laws and policies reflective of the ethnic, age and sex makeup of the City of Los Angeles as a whole. The Employer will seek to ensure that paid staff are in their makeup representative of the diversity of the community.

ARTICLE 15 – SAVINGS CLAUSE

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of California, and rules and regulations of governmental authority.

Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement.

If any provision is held invalid or if any provision is in actual conflict with any grant to the Employer, the Employer and the Union shall enter into immediate collective bargaining negotiations for the purpose, and solely for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The parties agree that in the event that the ownership or management facilities, programs or services covered by the Collective Bargaining Agreement are changed by sale, merger, transferred or in any other manner modified, the Collective Bargaining Agreement shall be included as a condition of such change or transfer and shall run to its conclusion as the contract of the successor employer. Additionally, the Employer agrees to bind the successor employer to hire all bargaining unit employees in their current positions at the time of the transfer, carry over and honor all accrued seniority for all purposes and carry over all paid time accounts. The agreement shall be fully binding upon the Employer regardless of a change or transfer entity, organization, name association or joint venture.

ARTICLE 17 – NO STRIKE OR LOCKOUTS

Employer agrees that during the life of this Agreement it will not use a lockout as an economic weapon against the Union or the employees represented by the Union.

The Union agrees that during the life of this Agreement it will not engage in, encourage, insist, sanction or sponsor any sit-downs, stay-ins, slow-downs, picketing, boycotts, work stoppages, or sympathetic strikes or any other action by the employees in the bargaining unit which would interrupt or interfere with any operations of the Employer.

ARTICLE 18 – RIGHTS OF MANAGEMENT

The rights and responsibilities for management of the Los Angeles LGBT Center, and the direction of its employees, is vested exclusively in the Employer, except as expressly limited by one or more specific clauses of this Agreement. These rights of management shall include, but are not limited to, the right to: determine based on economic resources available and community need, the size of the work force; the number of employees or other persons, if any, assigned to any classification or activity; determine the type of work to be performed or to be discontinued; the location, methods, schedules of work and means of accomplishing the work; hire, promote, transfer, classify, reclassify, evaluate, assign work to employees outside their normal classifications and effect reductions in force; discharge, suspend or otherwise discipline employees for just cause; and promulgate reasonable rules and regulations with regard to its employees.

ARTICLE 19 – MISCELLANEOUS

19.1 PERSONNEL FILES

Personnel files shall be maintained by the Employer at the employee's work location or shall be made available at such place within a reasonable period of time after the employee therefore has made request. Such files shall be subject to inspection by the employee within a reasonable period of time following a request.

The employee may authorize access to their personnel file by a Union representative by signing a written release. An employee shall be provided with a copy of any and all material placed in their personnel file.

19.2 SAFETY

a. The Employer shall, at all times, provide safe materials, equipment and working conditions for all employees, and agrees to comply with the federal and California occupational and safety health acts. The Employer and employees shall work to avoid or minimize hazards. Additionally, an Employee may request an ergonomics assessment and if so requested, the Employer will make every effort to complete such assessment within three (3) weeks and then take appropriate action based upon assessment.

b. Health and Safety Committee

Any complaints regarding conditions that an employee considers being unduly hazardous or dangerous or concerns related to working conditions shall be brought to the Health and Safety Advisory Committee. The Health and Safety Advisory Committee shall consist of three (3) representatives of the Employer and three (3) bargaining unit representatives to be selected by the Union. Advisory Committee members may invite the Union Representative or their designee(s) and other representatives(s) of the Employer to attend committee meetings, the committee shall meet as often as necessary, but at least every other month. Advisory Committee members shall investigate employees' concerns and submit suggestions to the Employer. The Employer agrees to respond to these suggestions within ten (10) business days.

19.3 EMPLOYER RULES

Subject to its duty to bargain, the Employer may establish reasonable rules to govern the conduct of employees. Copies of such rules shall be furnished to the Union at least ten (10) workdays before the Employer intends to implement the changes. The Union and the Employer shall meet, and review said rules within ten (10) workdays of receipt by the Union if the Union so requests. Except as otherwise provided by the law, if the Union demands to bargain, the Employer will not implement the changes unless and until the parties have exhausted good faith negotiations.

19.4 LOUNGE FACILITY

The Employer shall provide employees with a lounge for employee's breaks and meal periods.

19.5 FUNDRAISING

Bargaining unit members may choose to participate in Center educational or fundraising efforts conducted during the course of normal business hours. Participation in these activities will be completely voluntary and could include 1) being introduced to Center visitors, 2) explaining the value to clients of an individual member's work, 3) inviting friends, family, or associates to visit a member's workplace.

19.6 WORKING CONDITIONS

The Employer agrees to provide employees with healthful working conditions. In the event there is a power outage that prevents services from being delivered to clients, employees may leave the building until they are recalled. However, if within two (2) hours of the outage, evidence suggests that the power will not return or alternative methods that would allow for services provision (including generators) will also not be available for that day, the Employer shall allow the employees who are working at the relevant facility to leave for the day with no loss of pay and/or benefits, if continuing to work at other locations is not feasible. The Employer shall maintain ventilation at all facilities in compliance with OSHA/JCAHO. Additionally, the Employer agrees to maintain the premises in a clean and well-kept manner.

19.7 ACCOUNTABILITY

Each employee will be provided with an accounting of the employee's total accumulated sick leave and vacation time each payroll period.

19.8 NEW JOB CLASSIFICATIONS

In the event the Employer establishes a new job classification, and such job classification performs work consistent with the work performed by bargaining unit members, such position shall be in the bargaining unit and the Employer shall negotiate with the Union regarding wage rate for such position.

19.9 PARKING AGREEMENT

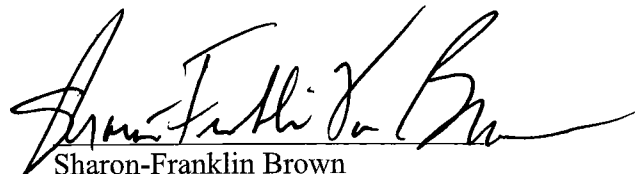
The Employer shall make every effort to provide free parking within three blocks of The Los Angeles LGBT Center buildings for all bargaining unit members. Bargaining unit members who are scheduled to work after dark are permitted to move their vehicle to the back-parking lot after 3:00pm, provided there is space available. The Employer and bargaining unit designees shall meet upon the request of either party to discuss parking if there is a substantial change in the parking situation.

Any employee who is required to use their car for work-related purposes shall be provided with free parking.

ARTICLE 20 – TERM OF AGREEMENT

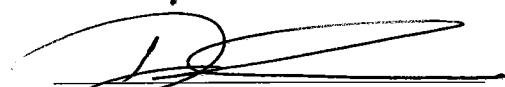
This Agreement shall become effective upon ratification, January 27, 2021, and shall remain in full force and effect through June 30, 2023, unless either party has served notice in writing upon the other party at least ninety (90) days prior to the expiration date.

LOS ANGELES LGBT CENTER



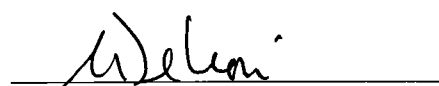
Sharon-Franklin Brown
Chief Human Resources Officer

Date 7/6/21



Darrel Cummings
Chief of Staff

Date 7/6/21



Ricardo DeLeon
Chief Financial Officer



Ward Carpenter
Co-Director of Health Services



Kari Pacheco
Co-Director of Health Services



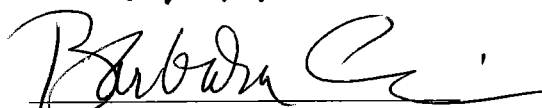
Trisha Yamato
Associate Director of Human Resources

NATIONAL UNION OF HEALTHCARE WORKERS



Sal Rosselli
President

Date 7/14/21



Barbara Lewis
Hospital Division Director

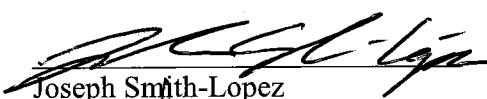
Date 6/25/2021



Dr. Thomas Biddison
Physician



Robyn Krystak NP
Research Clinician

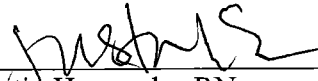


Joseph Smith-Lopez
Medical Social Worker



Cynthia Harrison
Nurse Practitioner

**NATIONAL UNION OF
HEALTHCARE WORKERS**



Justin Hernandez RN
Care Manager



Elsa Gardner RN
Care Manager

APPENDIX A – ANNUAL BASE SALARY

Position	Current Rate	1/1/2021	7/1/2021	7/1/2022
Physician	205,000	217,500	230,000	230,000
Psychiatric Nurse Practitioner	130,000	135,000	140,000	140,000
Nurse Practitioner	115,000	122,500	130,000	130,000
Physician Assistant	115,000	122,500	130,000	130,000
Research Clinician	115,000	122,500	130,000	130,000
Care Manager	84,000	87,000	90,000	90,000
Nursing Coordinator	84,000	87,000	90,000	90,000
PEP Care Manager	84,000	87,000	90,000	90,000
Medical Social Worker	63,000	66,750	70,500	70,500
Registered Dietitian	*58,240	70,589	74,000	74,000

* CA Minimum Wage as of January 1, 2021

THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE

If the answer to these seven questions is **YES**, Management has a just cause for discipline:

1. **Fair Notice** – Did Management make the worker aware of the rule or policy which they are being accused of violating?
2. **Prior Enforcement** – Has Management recently enforced the rule or policy or penalized other workers for violating the same rule or policy?
3. **Due Process** – Did Management conduct an interview or hearing before issuing the discipline, take action promptly and list charges precisely?
4. **Substantial Proof** – Was Management's decision to accord discipline based on credible and substantial evidence?
5. **Equal Treatment** – Is the punishment Management is proposing consistent with the punishment other workers received for the same or substantially similar offense?
6. **Progressive Discipline** – During the disciplinary process, did Management issue at least one level of discipline that allowed the employee an opportunity to improve?
7. **Mitigating and Extenuating Circumstances** – Was the discipline proportional to the gravity of the offense, taking into account any mitigating, extenuating or aggravating circumstances?

This page is for informational purposes only and is not part of the collective bargaining agreement.