



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

Richmond Area Multi-Services, Inc.

June 14, 2019 – December 31, 2020

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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PREAMBLE

This Agreement is made and entered this 14th day of June 2019, by and between Richmond Area Multi-Services, Inc. (RAMS, Inc.), hereinafter called the “Employer,” and the National Union of Healthcare Workers, hereinafter called the “Union.”

ARTICLE 1 – RECOGNITION OF UNION AND EXCLUSIONS

- 1.1 Pursuant to the certification of the National Labor Relations Board in Case No. 20-RC-206118, the Employer recognizes the Union as the exclusive collective bargaining representative for all employees employed by the Employer in the job classifications set forth in Appendix B (Wage Scale).
- 1.2 This Agreement shall also apply to any other classification(s) which may be established within the scope of duties now included within this bargaining unit.
- 1.3 The Employer agrees to recognize the Union as the collective bargaining agent on behalf of employees in any appropriate unit, as defined herein, where most employees vote for National Union of Healthcare Workers representation.
- 1.4 The Employer agrees not to, and expressly waives any right it may have to, withdraw recognition or to petition for unit clarification, or in any other way challenge the inclusion in the bargaining unit of any employees or classifications or job titles who or which are currently included in the unit because they are or may be supervisory or supervisors.
- 1.5 If a bargaining unit employee takes a position with the Employer not included in the job classifications set forth in Appendix A, it is understood that said employee will no longer be in the bargaining unit.

ARTICLE 2 – SUBCONTRACTING

- 2.1 RAMS shall not use contractors to displace or reduce the hours of unit members. However, RAMS may use contractors for short-term assignments when RAMS does not have qualified personnel available to perform the assignment.
- 2.2 In clinical areas, RAMS’ use of contractors shall be limited to providing clinical supervision for employees accruing licensure hours, in the event that appropriately licensed, experienced, and willing RAMS staff are not available.
- 2.3 This Article does not prevent RAMS from partnering with another agency or contractor for new joint projects.

ARTICLE 3 – EQUAL EMPLOYMENT OPPORTUNITIES

3.1 DISCRIMINATION

Neither the Employer nor the Union will engage in conduct that would constitute unlawful discrimination under the National Labor Relations Act. Union activities shall not interfere with the normal operations of the Employer.

Neither the Employer, the Union, nor any employee of RAMS, including supervisors and co-workers, may discriminate for or against any employee because of race, creed, color, religion, age, gender, sex, sexual orientation, national origin, ancestry, disability, medical condition, veteran status (including Vietnam-era or disabled veteran status), political affiliation, marital status, socioeconomic status, immigration status, or any other protected classification recognized under state or federal law or in violation of any city, state, or federal laws.

RAMS also prohibits discrimination or harassment based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This commitment applies to all persons involved in the operations of RAMS (including employees, interns, trainees, students, and volunteers).

RAMS is an equal opportunity employer and is committed to providing a work environment that is free of discrimination, harassment, abusive conduct, or retaliation. Refer to the RAMS Personnel Policies Handbook regarding the Equal Opportunity Statement and anti-harassment and anti-discrimination policy.

Any matter alleging in whole or in part, discrimination as set forth above may either be pursued through the Grievance Procedure and/or through statutory remedies. However, if the matter in question is pursued through any statutory remedy process, it may not be pursued beyond Step 3 of the Grievance Procedure.

3.2 EQUAL PAY

There shall be no wage discrimination based on gender (male, female, transgender, or non-binary) for the performance of comparable quality and quantity of work on the same or similar operations.

ARTICLE 4 – UNION SHOP

4.1 UNION SHOP REQUIREMENTS

- a. 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 or the 31st day after the date of this Agreement, whichever is later.

- b. 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 thirty (30) days, after the employee has been mailed such notice at her or his last known address, in which to comply. If said employee does not comply with the provisions of this Article within said thirty (30) days, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claims.

4.2 NOTICE TO NEW EMPLOYEES

At the time a new employee who will be subject to this Agreement is hired, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and a Union application and dues authorization form. This written notice shall quote or paraphrase the provisions of this Article of the Agreement. The Employer will also provide each new employee with a list, prepared by the Union, of current shop stewards, their departments and/or work areas, telephone numbers, and personal email addresses, if available.

4.3 DEDUCTION OF UNION SHOP FEES

- a. The Employer will honor written assignments of wages to the Union for the payment of Union fees when such assignments are submitted in a form agreed to by the Employer and the Union.
- b. The Employer will remit the dues/fees deducted pursuant to such assignments promptly, but not later than ten (10) days following the date of the payroll from which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; Social Security number; employee ID number; amount remitted in each category (i.e., dues, fees, COPE); employee status (e.g., full-time, part-time, per diem), wage rate; and number of hours worked in the pay period. If no payment is transmitted for an employee, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).
- c. The Union will hold harmless the Employers against any claim which may be made by any person because of the deduction of Union fees, including the cost of defending against such claim. The Union will have no monetary claim against the Employer because of failure to perform under this Section.

ARTICLE 5 – NEW EMPLOYEES, ORIENTATION, AND EMPLOYEE LISTS

- 5.1 During the initial new hire orientation scheduled by the Employer, the Employer will allow a representative of the Union up to thirty (30) minutes during the orientation to discuss the Union and the terms of this Agreement. In the event a shop steward is assigned, the steward shall be released from work without loss of pay to participate in the session. Where such program is regularly scheduled, such release should normally occur.
- 5.2 The Employer will provide to the Union electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) and in a safe, encrypted format the following information no later than the 5th day of each month:
- a. List of all members of the bargaining unit including full name, employee ID number, home address, home phone number, cell phone number, personal email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
 - b. List of new hires including full name, employee ID number, home address, home phone number, cell phone number, personal email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
 - c. List of terminations, including full name, employee ID number, date of termination, and reason for termination (e.g., resignation, layoff, retirement, or other); and
 - d. List of transfers, including full name, employee ID number, former department and new department, department code, former classification and new classification, classification code, shift, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of transfer.

ARTICLE 6 – COPE CHECK-OFF

- 6.1 The Employer hereby agrees to honor voluntary contribution deduction authorizations from its employees who are Union members.
- 6.2 The Employer will remit the COPE monies deducted pursuant to such assignments promptly, but not later than ten (10) days following the date of the payroll from which they are deducted. This remittance will be in a check separate from dues. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) and in encrypted format supporting documentation for the funds remitted. which shall include the employee's full name, social security number, employee ID number, and amount remitted. If no payment is transmitted for an employee for whom payment was previously transmitted, an

explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

- 6.3 The Union will hold the Employer harmless against any claim which may be made by any person because of the COPE deductions described herein, including the cost of defending against such claim. The Union will have no monetary claim against the Employer because of failure to perform under this Article.

ARTICLE 7 – BULLETIN BOARDS

The posting of Union notices will be limited to the bulletin boards to which the Union is given use under this Article.

The Union shall be given use of a bulletin board for the exclusive use of the Union at each location of the Employer where employees covered by this Agreement are employed.

ARTICLE 8 – REGULAR FULL-TIME, REGULAR PART-TIME, PART-TIME, AND PER DIEM EMPLOYEES

8.1 STATUS DEFINITIONS

a. Regular Full-Time

Regular full-time employees are those who are not in a substitute, temporary, or hourly/benefit-ineligible status and who are regularly employed at RAMS' full-time schedule. The full-time schedule is a 35-40-hour workweek. Regular full-time employees are eligible for RAMS' benefits and paid time off (PTO) described in this Agreement.

b. Regular Part-Time (20 Hours Per Week or Over) Employees

Regular part-time employees are those who are not assigned to substitute, temporary, or benefit-ineligible status and who are regularly employed for 20-34 hours per week. Regular part-time employees (20 hours per week or over) are eligible for RAMS' group health insurance benefits and PTO, and other benefits as described in this Agreement.

Benefit levels will be based on the scheduled hours of the position to which the employee bid on or was hired into, and will not fluctuate in level if the employee works additional or fewer hours on an intermittent basis.

c. Part-Time (Under 20 Hours Per Week) Employees

Part-time employees are those who are regularly employed for less than twenty (20) hours per week. These employees are ineligible for RAMS' group health insurance benefits, but may be eligible to receive employer-sponsored healthcare expenditure

contributions pursuant to the San Francisco Health Care Security Ordinance and the San Francisco Minimum Compensation Ordinance, as described in this Agreement.

d. Per Diem Employees

Per diem employees do not have a regular work schedule, but rather are scheduled to work on an as-needed basis, depending on their availability and program coverage needs, which may vary weekly. These employees are ineligible for RAMS' group health insurance benefits, but may be eligible to receive employer-sponsored healthcare expenditure contributions pursuant to the San Francisco Health Care Security Ordinance and the San Francisco Minimum Compensation Ordinance, as described in this Agreement.

8.2 CHANGING STATUS

Full-time and regular part-time employees who transfer to part-time (under 20 hours per week) or per diem status are subject to the following benefit accrual adjustments:

- a. Employees will be paid off in full their previously accumulated PTO at their base rate of pay in effect immediately prior to transfer to part-time (under 20 hours per week) or per diem status.
- b. Employees will retain previously accumulated service credit for purposes of PTO accrual and will accrue PTO while in part-time (under 20 hours per week) or per diem status pursuant to the San Francisco Minimum Compensation Ordinance.

8.3 RECLASSIFICATION

The reclassification provisions shall not apply to hours worked by an employee temporarily replacing another employee who is on any approved leave of absence.

- a. A per diem or part-time (under 20 hours per week) employee who regularly works twenty (20) hours or more each workweek, or a regular part-time employee who regularly works thirty-five (35) hours or more each workweek, for ninety (90) days or more, shall be reclassified to the appropriate regular part-time or regular full-time employee status and the applicable regular work schedule. Any reclassification to regular part-time or regular full-time employee status under this paragraph shall be effective as of the 90th day, except:
 - i. PTO accruals shall be effective as of the beginning of the pay period within which the reclassification occurred; and
 - ii. If retroactive corrections in status are made, health benefits and life insurance shall be effective prospectively (at the beginning of the following month).
- b. If the employee has PTO for a one-week period or longer, the ninety (90) day period shall be extended by the same number of days for which the employee was off work on such PTO. If the employee has a paid day off on a scheduled workday, such day(s) shall be counted as a regularly assigned workday.

Employees performing duties in a higher classification for ninety (90) calendar days shall be reclassified to the higher classification on the 91st day, unless the employee is covering for an employee on a leave of absence for any duration.

ARTICLE 9 – INTRODUCTORY PERIOD

- 9.1 All regular full-time employees and regular part-time employees assigned to work twenty (20) or more hours per week shall serve an introductory period of ninety (90) calendar days following their date of hire. The introductory period for all other employees shall be 180 calendar days or sixty-five (65) shifts, whichever occurs later.
- 9.2 At its sole discretion, the Employer may terminate the employment of any employee during their introductory period, and such termination shall not be subject to the Discipline Procedure of this Agreement. Nothing in this Agreement shall preclude a grievance alleging violation of Article 3 (Equal Employment Opportunities) during the employee's introductory period. At the completion of the introductory period, seniority shall date from the employee's most recent date of hire into a bargaining unit position.

ARTICLE 10 – SENIORITY AND JOB VACANCIES

10.1 SENIORITY DEFINED

Seniority shall be defined as the most recent date of hire into a bargaining unit position covered by this Agreement.

A per diem employee's length of service for the purpose of job bidding and for allocation of casual shifts commences on the most recent date of continuous bargaining unit service as a per diem employee.

10.2 RETURN TO UNIT

Any bargaining unit employee who accepts a non-bargaining unit position with the Employer may return to the bargaining unit without a break in seniority, provided that there exists a vacancy to which he/she can return and that such return occurs within thirty (30) days of the acceptance of the non-bargaining unit position.

10.3 SENIORITY LIST

The Employer shall maintain a seniority list that will be provided to the Union once every six (6) months.

10.4 LOSS OF SENIORITY

Seniority shall be terminated by:

- a. Termination;
- b. Resignation;

- c. Failure to return to work from a leave of absence in accordance with the terms of the leave; and
- d. Layoff without recall in excess of twelve (12) months.

10.5 JOB VACANCIES, POSTING, AND BIDDING

a. Posting of Vacancies

When a vacancy in a bargaining unit position occurs in any department, a notice of that vacancy shall be either emailed to unit members or posted, if RAMS determines to post, in a location or locations accessible to all employees for a minimum period of seven (7) days before the Employer fills the vacancy on a permanent or temporary basis. Qualifications for vacant positions shall appear on position postings. Postings shall include the hours (full-time or part-time status), shift and days off when known, and primary department (where applicable). This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled.

b. Filling Vacancies

- i. In filling any bargaining unit vacancy, the Employer will select the candidate whom the employer, in its sole discretion, determines to be the best qualified internal or external candidate. Candidates shall be considered based on criteria including the following, as applicable: education, experience, work record, disciplinary record, RAMS experience, specialty, special skills, references, diversity, licensure, seniority, case presentation, and the language requirements of the position.
- ii. It is in the interest of both parties to fill posted positions in an expeditious and collaborative manner. It is also the intent of the parties that no provisions in the process below shall unduly delay the hiring of the best qualified internal or external applicant. In filling vacancies, the Employer will use the following process:
- iii. An interview committee will be established by the Employer who will determine the appropriate size and membership. It will include at least one (1) bargaining unit staff member selected by management from the impacted program and/or clinical service. In cases where there are no bargaining unit staff available in the impacted program and/or clinical service, management may select one bargaining unit staff member from another program and/or clinical service.
- iv. Candidates will be interviewed in the following order:
 - (1) Internal applicant(s) from the affected program and, if the Union and the Employer cannot reach a decision on a selection, it shall interview;
 - (2) Internal applicant(s) from other programs and, if the Union and the Employer cannot reach a decision on a selection, it shall interview;

(3) External applicant(s).

The sequence of interviews, however, may vary depending on operational needs, including the speed with which a candidate must be hired.

v. The final candidate selection will be reviewed with the Program Director or, in the case of the Asian Family Institute (AFI), the Program Manager, either as part of the interview committee or after the committee process, prior to the position being offered.

c. Notification of Selection

Employees submitting a written bid for a posted vacancy under this Subsection shall be informed by the Employer whether or not they are awarded the position.

d. External Selection

The Employer may employ the person who, in its judgment, will make the best employee. The Employer shall be the sole judge of the fitness of any applicant.

e. Seniority Application

The seniority of bidding employees (as referenced in Subsection 10.5[b]) shall be determined by the employee's bargaining unit seniority, rather than in the particular classification or employee category.

f. Limitation

It is understood that any bid under this Article is limited to vacancies in bargaining unit positions and not to assignments arising from rotation of personnel, paid time off, or sickness relief.

g. Potential Vacancies

Employees expected to be on vacation for a period of more than seven (7) days may submit a request for transfer to a potentially available position. Such request must be submitted in writing to the Human Resources Department. Such written request shall constitute an automatic bid for thirty (30) days or for the period of vacation, whichever is less. It is understood that any written request under this Article is limited to vacancies or potential vacancies in permanent positions subject to this Agreement. This paragraph does not require the employer to wait for the requesting employee's return from vacation if a business need exists to fill the position promptly.

10.6 PROGRAM STRUCTURE

The following are the Employer's departments for purposes of bidding, layoff, and recall only:

Adult/Older Adult Outpatient Clinic	Fu Yau Project
Broderick Street Adult Residential Facility	Wellness Centers Program
CalWORKs Counseling	Hire-Ability Vocational Services
CAAP Counseling	Asian Family Institute
Child, Youth, and Family Outpatient Services	Training Program

10.7 **SENIORITY TIE BREAKER**

If employees have the same seniority date, the following tie-breaker will be used to determine the seniority order:

- a. Date first worked.
- b. If the date first worked is the same, date of submission of application for employment.
- c. If the date of submission of application is the same, the larger of the last four (4) numbers of the employees' social security numbers.

ARTICLE 11 – LAYOFF AND RECALL

11.1 **LAYOFF AND REDUCTION IN HOURS DEFINED**

- a. Indefinite layoff is defined as a layoff which is of uncertain duration and is expected to be in excess of fifteen (15) days. Permanent layoff is defined as a layoff in which there is no reasonable expectation of recall.
- b. Reduction in hours is an involuntary reduction in the scheduled hours of regular full-time or part-time employees.

11.2 **IMPLEMENTATION OF INDEFINITE OR PERMANENT LAYOFF**

- a. Layoff(s) shall be by classification within each department. Seniority, specific qualifications, and special skills shall be guiding criteria. In addition, if an employee has a current/active final performance improvement plan in their file, this may be considered as part of the guiding criteria.
- b. Before implementing a layoff or reduction in hours, RAMS will meet with the Union to review the program, staff needed or impacted, operational needs, and potential alternatives to layoffs. In the event of layoffs due to elimination or reduction in funding for RAMS programs, RAMS shall give the Union no less than forty-five (45) days' notice prior to the layoffs, unless withdrawing funders provided fewer than forty-five (45) days' notice of cancellation or reduction, in which case RAMS will provide notice to the Union promptly after receipt of firm notice from the funder. In the event of layoffs occasioned by any other events, RAMS shall give the Union a minimum of thirty (30) days' notice prior to layoffs, unless an unavoidable emergency gives rise to a lesser time period. During the applicable time period

referenced above (45 or 30 days), the parties will negotiate over the direct impact of layoff on affected staff.

- c. Full-time and part-time employees will receive a minimum of two (2) weeks' notice if they are to be laid off. Any employee who does not receive two (2) weeks' notice shall be entitled to two (2) weeks' pay. Employees subject to a reduction in hours as defined above who do not receive two (2) weeks' notice shall be compensated for the number of hours reduced.
- d. For a period of one (1) year, full-time and regular part-time staff who are placed on layoff status shall be offered, in seniority order, the first available vacancy in the classification in the department from which the employee was laid off, provided the employee meets the posted qualifications for the position. Laid off employees shall be notified by mail of openings at their last known address. Employees will be contacted under recall.

In order to be eligible for consideration for the vacancy, employees must respond within forty-eight (48) hours. If the Employer does not receive a response from the employee within two (2) weeks of the notification, they will be removed from the recall list and terminated. However, employees who have a specific reason for failing to respond in a timely manner may continue on recall, if mutually agreed between Management and the Union.

11.3 TRANSFER RIGHTS

- a. Bargaining unit employees who are subject to layoff may submit a bid for an existing or potential vacancy under the job bidding procedure set forth above. An employee who is subject to layoff and who is interested in being oriented and/or trained for a vacant position in their classification or a related classification in a different department may request to be provided orientation and/or training by the Employer for the vacant position, provided the employee could qualify for the position after a reasonable orientation/training period. Such bidding rights are in addition to the employee's recall rights as set forth below.
- b. An employee transferring to a new classification or department under this Section shall retain those recall rights in the former classification which were earned up to the time of transfer, and can exercise such rights if a vacancy occurs in such classification in the twelve (12) months following the layoff.

11.4 BENEFITS

An employee who has been indefinitely or permanently laid off and who is covered by Employer-sponsored health benefits will continue to receive the same level of benefits coverage until the last day of the calendar month following the month in which the notice or severance period ends.

11.5 RECALL

- a. For a period of twelve (12) months from the date of indefinite or permanent layoff, employees who, as a result of the reduction, are laid off are entitled to recall.
- b. Recall of employees to regular positions in the employee's prior department from an indefinite or permanent layoff shall use seniority, specific qualifications, special skills, and documented performance as the guiding criteria.
- c. An employee shall remain on the recall list unless he or she is offered and declines a position in the same classification in the same department on the same shift with the same number of hours as the position from which he/she was laid off or reduced.

ARTICLE 12 – CLASSIFICATIONS AND WAGES

12.1 JULY 1, 2018 THROUGH DECEMBER 31, 2020

RAMS shall adopt the salary bands and wage schedule that appear in Appendix A and Appendix B, provided that employees whose placement would yield an increase of less than four percent shall receive a four percent increase. The resulting increase shall be paid retroactively to July 1, 2018, or to the employee's date of hire, whichever is more recent. This retroactive increase shall apply only to employees employed as of the date of Union ratification of this Agreement.

12.2 INCENTIVE PAYMENTS

RAMS has the discretion to confer one-time incentive payments toward the conclusion of a fiscal year, depending on funding availability.

12.3 PAY DAY

- a. Employees at RAMS are paid semi-monthly on the 23rd and the 8th of every month for pay periods ending on the fifteenth and the last day of each month respectively. If a payday falls on a holiday or weekend, paychecks will be distributed on the business day before. Each check includes pay for regular work and, if applicable, overtime work performed through the completion of the previous pay period.
- b. The Employer's paydays are on the 8th and 23rd of each month, and these shall continue as the designated paydays.
- c. Direct deposit shall be offered to all employees and shall be deposited by no later than the designated payday and earlier if practicable, or earlier as indicated in Item #1 above.
- d. Employees shall have the option of picking up their paychecks at their work location, at times outlined above, at their request.

- e. If the Employer uses symbols on payroll checks, such symbols shall be explained to an employee upon request. All records of paid time off accounts shall accurately reflect balances through the most recent pay period ending the date of the check.
- f. Pay check errors resulting in underpayments of greater than eight (8) hours pay to employees shall be corrected immediately, and a new check for the underpayment shall be issued to the employee within twenty-four (24) hours of discovery of the error, excluding holidays and weekends. In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Human Resources or Accounting/Payroll staff so that corrections can be made as quickly as possible.

12.4 SALARY STEPS

- a. Step placement as of the date of Union ratification of this Agreement is based on years of RAMS service, beginning with the date of last continuous employment.
- b. Step movement is not available for the duration of this Agreement. Future step movement shall be determined through successor negotiations.
- c. For new employees, RAMS has the discretion to determine appropriate step placement.

12.5 PROMOTION TO HIGHER CLASSIFICATION

When an employee is promoted to a higher paid job classification, placement in the progression schedule of the new job classification will be at the same step in the new position, provided it does not cause a reduction in pay.

12.6 JOB DESCRIPTION AND JOB CLASSIFICATION

- a. In the event that the Employer establishes a new classification within the bargaining unit, in addition to those now in existence, the Employer and the Union will meet to negotiate with respect to rate of pay and job duties, prior to implementation. The parties will make a good faith effort to reach a settlement. If the parties are not able to reach agreement, the Employer may implement, and the Union may, within fifteen (15) calendar days, submit the dispute to expedited arbitration for final and binding resolution. Any monetary remedy resulting in a higher rate of pay for an employee shall be paid retroactively to the start date of each individual employee in the new position.
- b. The Employer shall maintain and review job descriptions for all classifications, which will be remitted to the Union. It is recognized that changes of job titles and duties contained in this Agreement may be necessary. In the event the Employer intends to change job titles or job duties, they will send the Union a draft of the changes, with the changes indicated, in advance of implementation. Within fifteen (15) calendar days, the Union may request to meet the Employer to negotiate with respect to the proposed change. The parties will make a good faith effort to reach a settlement. If

the parties are unable to reach an agreement, the Employer may implement, and the Union may, within fifteen (15) calendar days, submit the dispute to expedited arbitration for final and binding resolution.

- c. Upon request to the Human Resources Director, or designee, the Employer shall provide the Union or employee with any existing job description and/or individual position description, for covered employees, which have not previously been provided to the Union. These shall be mailed and made available to the requesting party in a timely manner within five (5) calendar days of any such request.

12.7 EVALUATIONS

The employee shall be given a copy of any periodic written formal performance evaluation. Performance evaluations shall not be subject to the Grievance Procedure unless it contributes to disciplinary action.

12.8 WORK IN HIGHER PAID CLASSIFICATION

- a. Any employee directed to relieve another employee in a higher paid classification for more than fifteen (15) calendar days will be paid at the rate of pay of the higher paid classification's pay grade, but at the employee's current step (step-to-step) for all hours worked in the higher classification.
- b. The pay of employees who work in two different classifications during a work week shall be calculated based on the hours and pay rates worked in each classification.

12.9 BILINGUAL DIFFERENTIAL

An employee who, as a normal part of her/his work and/or job description, is required to provide bilingual services for languages qualified by RAMS shall be paid a differential of \$1.00 per hour.

12.10 LICENSURE DIFFERENTIAL

All employees whose classifications do not require a license and who are licensed as psychologist, marriage and family therapist, clinical social worker, and professional clinical counselor shall receive a licensure differential of \$1.50 per hour.

12.11 CLINICAL SUPERVISION OF STAFF

An employee whose primary classification is in Salary Band 3 who performs clinical supervision duties for RAMS employees shall be paid a fifteen (15) percent differential for the allocated hours spent in clinical supervision.

ARTICLE 13 – HOURS OF WORK

13.1 DEFINITION OF OVERTIME

a. Professional Hours

The parties recognize the professional nature of the work performed by the employees covered by this Agreement. While each full-time employee will be scheduled to work 35-40 hours in a single workweek, the actual daily and weekly work schedule may vary due to time requirements of specific assignments and seasonal variations in program workload. All staff are entitled to build into their schedule a paid meal period.

An employee shall be informed at her/his time of hire as to her/his work schedule. It is understood that such schedule is subject to change in the interest of efficient operations. Due to the professional nature of the work, it is recognized that schedules may vary from the normal workweek, however, employees are expected to work the number of hours regularly scheduled each week.

If, in the interest of efficient operations, it becomes necessary to change or establish schedules departing from the normal program operating schedules, and if such change is intended to last longer than three (3) months, the Employer shall notify the Union of said change. If so requested, the Employer shall meet and confer with the Union to arrange mutually satisfactory schedules. In such instances, and where possible, the Employer will consider the preferences of the concerned employees, however, it is understood that the right to establish such schedules rests with the Program or Department Manager or his/her designee.

When an employee's regular schedule or starting time is changed, the employee shall be advised as far in advance as possible. In such instances, and where feasible, seniority and employee preferences will be considered.

b. Guaranteed Salary Generally

Under existing law, exempt employees must be paid on a salary basis. The parties desire to have employees in classifications and statuses identified as exempt be paid on a salary basis, and those identified as non-exempt be paid on an hourly basis.

c. Exempt Employees

- i. Workweek and Workday Defined. The workweek begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. The workday is from 12:01 a.m. to midnight.
- ii. Scheduled Work Hours. Salaries for full-time employees are based on a schedule of 35-40 hours per workweek. Part-time exempt employees will be regularly scheduled for some lesser number of hours per payroll period and will be subject to the same rules and deductions set forth in this Agreement as a percentage of their guaranteed salary.

- iii. Guaranteed Weekly Salary Generally. An employee will receive her/his full salary for any workweek in which she/he performs any work, regardless of the number of days or hours worked, subject to the deductions that are permitted by state and federal law for salaried employees.
- iv. Guaranteed Daily Salary Generally. An employee will receive an amount equal to the daily salary if she/he works any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions permitted by law that are set forth in this Agreement.
- v. Deductions for Full-Day Absences Generally. As permitted by law, an employee's biweekly salary may be reduced by an amount equal to the daily salary (e.g., 1/5th of the guaranteed weekly salary) for full day absences on a usual scheduled workday under the following circumstances:
 - (1) Absence from work for one or more full days for personal reasons, other than sickness or disability;
 - (2) Absence from work for one or more full days due to sickness or disability;
 - (3) Proportionate rate of full salary for time actually worked in the first and last weeks of employment; and
 - (4) Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA).
- vi. Deductions for Partial Day Absences. In the event an employee works some portion, but not all, of her/his scheduled hours in a work day, the employee will receive her/his guaranteed salary for that day. If, however, an employee has been approved for intermittent family/medical leave (FMLA, California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL)), the Employer may make deductions for partial day absences if no paid leave time is available.
- vii. Paid Leave Bank as Salary Replacement. An employee is considered as receiving her/his guaranteed compensation without deduction if management substitutes or reduces accrued PTO/ESL (individually and/or collectively referred to herein as the "paid leave bank") for the time the employee is absent from work, as long as the employee receives payment of an amount equal to her/his guaranteed salary.
- viii. Work Not Available. No deductions from weekly salary will be made for absences occasioned by the Employer or by the operating requirements of its business. If the exempt employee is ready, willing, and able to work, deductions will not be made for time when work is not available if any work was performed in that work week.

d. Absences for Exempt Employees with Paid Leave Bank

- i. Full Week Absences. In the event that an employee is absent from work for a full week in which she/he was or would have been scheduled to work, the Employer will reduce the employee's paid leave bank in an amount equal to the number of hours that the employee was scheduled or regularly would have been scheduled to work during the missed week. For example:

An employee is scheduled to work forty (40) hours in a workweek. The employee is approved to take a full week of PTO during the first week of the payroll period, so the employee does not perform any work during that week. The employee works his/her regular schedule during the second week of the payroll period. The employee will receive their full salary for the payroll period and Employer will deduct forty (40) hours from the employee's paid leave bank for the full week absence during the first week of the payroll period.

- ii. Full Day Absences. In the event that an employee misses a full day of work, the Employer will reduce her/his paid leave bank by the number of hours that the employee was or regularly would have been scheduled to work. For example:

(1) An employee is scheduled to work ten (10) hours but calls off before the shift due to illness. Employer will deduct ten (10) hours from the employee's paid leave bank.

(2) An employee is scheduled to work eight (8) hours, but then asks to take a paid personal day off. The Employer will deduct eight (8) hours from the employee's paid leave bank.

- iii. Partial Day Absences. In the event an employee works some portion, but not all, of her/his scheduled hours in a work day, the employee will receive her/his guaranteed salary for that day, and no deduction will be made from the employee's banked hours. If, however, an employee has been approved for intermittent family/medical leave (FMLA), the Employer may substitute PTO in increments of less than a day for work hours missed for the approved FMLA, CFRA, or PDL leave.

- iv. Exhaustion of Paid Time Off Bank. An employee must exhaust her/his paid leave bank before opting to take unpaid leave.

e. Absences for Exempt Employees with No Paid Time Off

- i. Full Week Absences. If an employee does not perform any work during a workweek and he/she does not have any paid time off available, he/she will not be entitled to any salary for the workweek.

- ii. Full Day Absences. In the event that an employee misses a full scheduled day of work and the employee does not have any paid time off available, the Employer will deduct an amount equal to percentage of time off in full-day increments taken by the employee. For example, if a full-time employee who is scheduled to work

five (5) days in the workweek is out one day, the Employer may deduct 1/5th of the weekly salary.

iii. Partial Day Absences. An employee who does not have any paid time off available will receive an amount equal to the daily salary (1/5th of the employee's weekly salary) if she/he works any portion of a scheduled work day, regardless of the number of hours worked. The only exception to this rule is that the Employer may deduct from the guaranteed daily salary of an employee with no paid time off who takes approved FMLA, CFRA, or PDL. Such a deduction shall be a pro-rata share of the employee's regularly scheduled weekly hours (typically 40 hours for full-time employees). For example:

(1) An employee works the first two (2) hours of a 12-hour shift and then has to leave work due to a personal emergency. The employee will be paid her/his entire salary for that day.

(2) A full-time employee is scheduled to work forty (40) hours in a workweek. The employee works a 10-hour shift on one day that week but has to take two (2) hours off for a medical appointment, which time has been approved as intermittent family leave. Employer may deduct 2/40 of the employee's guaranteed weekly salary, which is a pro-rata portion of the weekly scheduled hours that the employee missed due to intermittent family leave.

f. Non-Exempt Employees

Employees in classifications identified as non-exempt, irrespective of classification, will be considered non-exempt and paid on an hourly basis.

13.2 DEFINITION OF TERMS

a. Payroll Week

"Payroll Week" as used in this Section shall mean and consist of the seven (7) day period beginning at 12:01 a.m. on Sunday.

b. Payroll Day

"Payroll Day" as used in this Section shall mean and consist of a twenty-four (24) hour period beginning when the employee clocks in at the beginning of his/her shift each day.

c. Holiday Pay

Holiday pay is paid at the same rate as an employee's regular rate of pay and for the same number of hours as if the employee had worked that day.

Regular non-exempt full-time and part-time employees employed for more than or equal to twenty (20) hours per week are eligible for holiday pay. Temporary employees and employees employed for less than twenty (20) hours per week are not eligible for holiday pay.

To receive holiday pay, eligible employees must be regularly scheduled to work on the observed holiday.

Holiday pay is not considered time worked for purposes of calculating overtime. If a recognized holiday falls during an eligible employee's paid time off, holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. Employees on unpaid leaves of absence are not eligible for holiday pay for holiday(s) observed during their absences.

13.3 OVERTIME RATES

a. Hours in Excess of Eight (8) and Hours in Excess of Forty (40)

Non-exempt employees shall be paid at the rate of time and one-half (1½) the straight-time hourly rate, including shift differential, for all hours of work performed in excess of eight (8) hours in any one (1) work day and/or for all hours worked in excess of forty (40) hours within the workweek.

b. Hours in Excess of Twelve (12)

Non-exempt employees shall be paid at the rate of double (2x) the straight-time hourly rate, including shift differential, for all hours worked in excess of twelve (12) consecutive hours in any one (1) workday.

c. Paid Meal Period

Non-exempt employees will continue to receive a ten (10) minute rest period for every four (4) hours of work or major portion thereof. Additionally, non-exempt employees in programs which provide paid meal periods shall continue to receive paid meal periods.

13.4 PAID LEAVE USED IN THE CALCULATION OF OVERTIME

a. Only actual hours worked (including paid meal breaks) in a given workday or workweek can apply in calculating overtime. Time off, whether paid or otherwise, for sick leave or vacation, will not be counted.

Overtime work must be approved in advance by the employee's supervisor. Non-exempt employees should not start work before their scheduled start time or work beyond their accustomed ending time without such prior approval. RAMS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law.

b. Non-Duplication of Overtime

Payment of overtime rates shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.

13.5 NOTICE OF INTENDED ABSENCE

Employees who are required to be absent from work for any reason will provide their immediate supervisor or designated representative with reasonable notice of such intended absences, and the reasons therefore.

Employees may request personal time off without pay if they have exhausted their paid time off account. In determining whether such request shall be granted, the Employer shall consider the reason(s) for the request and the potential impact upon the operation of the facility.

ARTICLE 14 – TRAINING, JOB-RELATED EDUCATION LEAVE, AND IN-SERVICE EDUCATION

14.1 EDUCATIONAL LEAVE

Full-time employees shall be entitled to up to one (1) workweek equivalent of job-related education leave with pay each year to attend courses, institutes, workshops, classes, or outside professional consultation of an educational nature, provided:

- a. The employee applies in advance in writing, specifying the course, institute, workshop, or class he or she wishes to attend;
- b. The employee requests and obtains permission from his or her supervisor to attend;

In computing said forty (40) hours, all time away from the employee's job may be counted, not just time at the class or lecture, etc.

14.2 Job-related education leave shall be extended on a prorated basis to part-time employees who work a regular, pre-determined schedule.

14.3 Permission for such job-related education leave will not be unreasonably denied, so long as the employee submits a written request for job-related educational leave one (1) month in advance. The Employer will notify the employee in writing within two (2) weeks of receiving the request whether the leave will be permitted or denied. Where more employees have requested job-related education leave than the Employer can release, such requests shall be granted by seniority, unless a less senior employee's request has been previously approved.

14.4 Job-related educational leave is to be granted on a fiscal year basis. Educational leave cannot be carried over from year to year except as outlined in Section 14.5 of this Article. To be eligible for job-related educational leave, the full-time or part-time employee must complete the introductory period.

14.5 A full-time or part-time employee who requests job-related education leave but is denied by the Employer may carry over their paid job-related education leave to the following

year. If the Employer wishes the employee to engage in an outside educational program, the Employer and the employee may mutually agree that this is charged against the employee's job-related educational leave. If the employee declines to engage in such job-related educational program, the Employer has the option to withdraw the request or to require the employee to engage in such program, in which event it is not charged against his or her job-related educational leave.

14.6 The employee may be requested by the Employer to make a report on such job-related educational leave activities to his or her Manager/Director.

14.7 IN-SERVICE EDUCATION

When the Employer provides an in-service education program for employees in a particular classification or classifications under the Agreement, the Employer will use their best efforts to see that the in-service education sessions are available to all employees in such classification or classifications on all shifts.

14.8 HOME STUDY

As an alternative, and in lieu of time off with pay to attend courses, institutes, workshops, or classes, employees eligible for educational leave may utilize up to two days (16 hours) of home study courses approved for continuing education, prorated in the case of part-time employees. The content must be relevant to the employee's job. Pre-approval by the Program or Department Manager is required.

- a. In regard to home study, the following guidelines apply:
 - i. A maximum of two (2) eight-hour days may be submitted for education leave.
 - ii. The home study course must be a minimum of six (6) contact hours (multiple one, two, or three-hour courses are acceptable).
 - iii. The request must be received at the time of schedule requests and not in conflict with meeting client needs/staffing.
- b. In order to receive educational leave pay:
 - i. The continuing education certificate (verification of home study) must be submitted to the Manager within six (6) weeks.
 - ii. The course booklet and date of completion must be submitted to the Manager. This submission date is the date of the educational leave benefit.
 - iii. A copy of the certificate must be placed by the employee in the education file on the unit.

ARTICLE 15 – PAID TIME OFF (PTO) & EXTENDED SICK LEAVE (ESL)

15.1 DESCRIPTION

The paid time off (PTO) program consists of two (2) components:

- a. Designated holidays (not included in the calculation of the PTO accrual rates)
- b. Paid time off (PTO) balance

15.2 DESIGNATED HOLIDAYS

The following days shall be observed holidays:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr.'s Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

To receive holiday pay, eligible employees must be regularly scheduled to work on the observed holiday.

In addition to the ten (10) holidays listed above, RAMS shall provide two (2) floating holidays per fiscal year, which can be taken by the employee in observance of another cultural, ethnic, or religious holiday not listed above, or for a personal reason.

All holidays and floating holidays listed above are not accrued vested benefits, are not cashed out, and are use-it-or-lose-it each fiscal year. "Unused" holidays do not carry over to the subsequent fiscal year.

If eligible employees are required to work on holiday, they shall receive the appropriate rate of pay for all hours worked, and that unused holiday shall be added to their PTO balance.

15.3 PAID TIME OFF (PTO)

The paid time off hours are to be used for paid time off away from work, such as occasional illnesses, leisure time, religious observances, family needs, and appointments.

Bargaining unit member requests for pre-planned PTO time will be considered and granted based upon operational needs. Employee requests for pre-planned PTO will not be unreasonably denied.

Individual circumstances require judgment and reasoning, and should be agreed upon between the affected staff member and Manager.

Regular full-time employees accrue paid time off for all paid hours on a monthly basis in accordance with the schedule below (prorated for regular part-time employees employed between twenty (20) and forty (40) hours per week):

YEARS OF SERVICE	MONTHLY PTO ACCRUAL	YEARLY PTO ACCRUAL
0 – 4	16.00 hours	24 days
5 – 8	19.33 hours	29 days
9 or more	22.67 hours	34 days

Employees are eligible to move up the next accrual tier of PTO upon completion of their 4th and 8th year of employment at RAMS, at the start of the pay period in which this anniversary date occurs.

All RAMS’ employees who are employed for under twenty (20) hours per week earn PTO at a rate of 0.0461538 hours for every one (1) hour of work at RAMS (or twelve (12) days per year based on full-time employment) in compliance with the San Francisco Minimum Compensation Ordinance. PTO hours begin accruing immediately upon the date of hire for eligible employees. This PTO may be used for any reason. There is no increase of accrual for length of tenure of employment.

Employees become eligible to take time off as it is earned based on the applicable language for the scheduling of paid time off.

15.4 PTO ACCRUAL AND PTO ROLLOVER

All PTO hours accrued but not taken will remain in the employee’s PTO balance and will be available for use during the accrual year. Any PTO hours remaining unused at the end of the accrual year will remain in the employee’s PTO Balance. The maximum combined accrual in the PTO balance is the equivalent of 1.5 years’ worth of PTO accrual, prorated for part-time employees. No further accumulation of PTO hours will occur until such time as the employees use their accumulated PTO hours. The Employer will continue the practice of permitting employees to cash out unused PTO once per year.

15.5 HOLIDAYS DURING PTO

If a designated holiday occurs during an employee’s scheduled PTO period, that day shall not be charged against accrued paid time off.

15.6 PAYMENT OF UNUSED PTO HOURS AT RETIREMENT OR TERMINATION

An employee’s remaining accrued and unused PTO balance will be paid upon retirement or termination.

15.7 LEAVE USAGE FOR WELLNESS CENTERS PROGRAM STAFF

Due to the scheduling needs of the Wellness Centers Program as well as the schools, Wellness Centers Program staff will have additional protocols regarding the usage of

leave. These protocols appear in the RAMS Personnel Policies Handbook. These policies do not affect PTO accrual, nor do they supersede policies regarding PTO usage, family and medical leave, pregnancy disability leave, or other special leave circumstances as prescribed by law.

ARTICLE 16 – EMPLOYEE BENEFITS

- 16.1 On the first day of the month following thirty (30) days after commencement of employment, employees working twenty (20) hours per week or more may participate in the Cafeteria Benefit Plan system pursuant to Internal Revenue Code Section 125, whereby Cafeteria Benefit Credits may be applied to the cost of health benefits options selected by the employee.
- 16.2 Cafeteria Benefit Plan options are:
- a. Medical Insurance
 - b. Dental Insurance PPO or HMO
 - c. Vision Insurance
 - d. Life Insurance / Accidental Death and Dismemberment (AD&D)
 - e. Short Term Disability
 - f. Long Term Disability
 - g. Flexible Spending Account
 - h. AFLAC Supplemental Insurance
- 16.3 EMPLOYER CONTRIBUTION TO CAFETERIA BENEFIT PLAN
- The Employer will provide Cafeteria Benefit Credits to cover the total of:
- a. 100% of the employee only cost of the Kaiser Permanente Health Plan (Northern California), which includes nonstop wellness wraparound plan and meets the requirements of the San Francisco Health Care Accountability Ordinance;
 - b. 100% of the cost of Life & AD&D Insurance; and
 - c. 100% of the cost of Short-Term Disability Insurance.
- 16.4 Any change in this commitment will be addressed in successor negotiations.
- 16.5 Employees who have unused Cafeteria Benefits Credits may elect to take twenty-five (25) percent of their remaining benefits credit as taxable income. Employees who elect not to receive medical insurance benefits from RAMS must provide proof of alternative group health benefits coverage.
- 16.6 Employees may participate in RAMS 401(k) plan (employee contributions only).

- 16.7 RAMS also provides:
- a. An Employee Assistance Plan (EAP), at RAMS's expense.
 - b. Access to commuter/transit pre-tax deductions (Clipper Direct or Commuter Benefits), at employee expense.

ARTICLE 17 – BEREAVEMENT LEAVE

17.1 DEFINITION OF FAMILY

Except as set forth herein, "immediate family," for purposes of this Section means spouse, children, sister, brother, parents, legal guardians, current parents-in-law, grandparents, grandchildren, registered domestic partner—their parents and children, step relative (parent, child, sibling), and foster children.

- 17.2 When a death occurs in the immediate family of a benefited employee, he/she shall be entitled to a leave of absence of up to forty (40) hours with pay within thirty (30) days of the death. Per diem employees may be excused from work for up to three (3) days without pay.
- 17.3 In the case of death of an immediate family member as defined above, the employee shall be entitled to an additional leave of absence of two (2) days without pay at the employee's request. The employee and the Employer may agree to extend the period of bereavement leave. For any such agreed extension, the employee may use paid time off or take an unpaid leave at the employee's discretion. The Employer will not unreasonably deny such requests.

ARTICLE 18 – LEAVES OF ABSENCE

- 18.1 RAMS provides leaves of absence to eligible employees, as per applicable federal, state, and local laws. This includes:
- a. Federal family and medical leave under Family and Medical Leave Act (FMLA)
 - b. CA state family and medical leave under California Family Rights Act (CFRA)
 - c. Pregnancy disability leave (PDL)
 - d. San Francisco paid parental leave
 - e. Juror or witness leave
 - f. Voting leave
 - g. School or day care activity leave
 - h. School conference leave
 - i. Military reserve leave
 - j. Military deployment leave
 - k. Victims of crime leave

- l. Volunteer civil service personnel leave
- m. Victims of domestic violence, sexual assault, and stalking leave

And other leaves which may be enacted by federal, state, and local legislation for the duration of this Agreement.

An employee who is on an approved leave of absence, and who has worked an average of thirty (30) or more hours per week for the six (6) month designated Affordable Care Act (ACA) measurement period preceding the leave of absence, will have his/her group health plan coverage continued during the leave to the extent required by federal, state, and local law, but in no case ending earlier than the six (6) month designated ACA stability period. Beginning on the first (1st) day of the first (1st) full month during which the cost of an employee's group health plan is no longer paid by the Employer, the employee may elect to continue such group health plan coverage under COBRA by paying the cost of such coverage as provided under COBRA, subject to the terms, conditions, and limitations of the federal COBRA statute.

18.2 FMLA/CFRA

- a. Employees continuously employed by the Employer for twelve (12) consecutive months and who have worked at least 1250 hours within the twelve (12) months preceding the commencement of the leave shall be eligible for family medical leave in accordance with the provisions of the FMLA and the CFRA. Such leaves shall be made available for:
 - i. The birth of the employee's child, or receipt of a child in foster care or adoption.
 - ii. The care of an employee's immediate family member. For the purposes of this provision, members of the immediate family are defined as the employee's spouse, parents, child, registered domestic partner, or the child of a registered domestic partner.
 - iii. A serious medical condition of the employee.
 - iv. Care for an injured service member. An eligible employee who is the spouse, son, daughter, parent, next of kin, or registered domestic partner of a covered U.S. Armed Forces service member who incurs an illness or injury in the line of duty. Such eligible employees shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12) month period to care for the service member. The leave described in this paragraph shall only be available during a single twelve (12) month period.
- b. Upon return to work following a qualifying FMLA/CFRA leave, the employee shall be reinstated to the same position, classification, unit, and shift held by the employee at the time of the commencement of the leave.

18.3 PDL

Employees disabled due to pregnancy or pregnancy-related conditions shall be eligible for a maximum of four (4) months unpaid leave of absence, in addition to CFRA leave, in accordance with the provisions of California law.

18.4 MEDICAL LEAVE UNDER AMERICANS WITH DISABILITIES ACT

- a. An employee with a disability who has need for additional leave beyond what is provided under FMLA/CFRA may request additional leave as a reasonable accommodation. If granted, this leave is paid only to the extent of the employee's paid time off (PTO) balance – any leave taken after the employee's PTO balance is exhausted is unpaid leave. The employer and employee will enter into an interactive process to assess the reasonable duration and extent of such leave, as well as return to work and any related restrictions or accommodations needed by the employee.
- b. In order to be eligible for medical leave under the Americans With Disabilities Act (ADA), the employee must provide the Employer's Human Resources Department with medical certification, in advance where practicable and foreseeable, such certification to include the probable duration and confirmation that the employee is unable to perform his/her job duties due to the medical condition.
- c. Benefits under this Agreement shall be maintained during paid portions of leave and/or during any portion of the leave that qualifies as FMLA or CFRA leave, as provided below. Beginning on the first (1st) day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA leave, the employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

18.5 WORK-RELATED DISABILITY LEAVE

- a. The Employer shall grant a leave of absence to an employee who is unable to work due to a work-related injury. During the leave, all health and welfare benefits shall continue for up to one (1) year or to the date that the employee is deemed to be permanent and stationary, whichever occurs earlier.
- b. The Employer shall make every reasonable effort to assist the employee and return him/her to work after a work-related injury, including an offer of modified (light) duty for at least ninety (90) days, return to the employee's former position upon release for work, or re-training to an available position with the Employer if the employee is no longer able to perform the work of his/her former position.
- c. Employees returning from work-related disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the employee at the commencement of the leave. If conditions have changed so that this is not possible, the employee shall be reinstated in a position, unit, and shift as nearly comparable as is possible under the circumstances.

- d. An employee who, because of a work-related injury, is medically determined to be permanently disabled and unable to return to his/her former position shall be entitled to any vacant position for which he/she is then qualified. If all other options have been exhausted and an employee is medically determined to be permanently disabled and is unable to return to his/her former position even with reasonable accommodations under the ADA or to any vacant position for which he/she may be qualified, such employee may be replaced.

18.6 UNION LEAVE

One (1) employee at a time who becomes a paid staff member of the Union shall be granted an unpaid leave of absence of up to one (1) year for Union business. Upon completion of the leave of absence, the employee(s) will be returned to his/her former job, if available, or to a comparable position in the same classification, shift, and work hours.

Upon written notice from the Union to the Employer's Director of Human Resources, such notice to be given, if at all, not less than one (1) month prior to the posting of the monthly work schedule which includes the desired time off, one (1) employee at any given time will be granted an unpaid leave of up to two (2) weeks from work for the purposes of engaging in Union business, including but not limited to Union conventions, meetings, conferences, and other activities, client care permitting. The employee shall not suffer any loss of seniority or other benefits as a result of such leave.

18.7 MILITARY LEAVE

Military leave of absence shall be granted to eligible employees who are absent from employment in order to perform duty, on either a voluntary or involuntary basis, in the uniformed services of the United States. Eligibility for military leave, and all other rights and obligations in connection with such leave, shall be in accordance with, and fully governed by, the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

An employee who is the spouse or registered domestic partner of a service member of the U.S. Armed Forces deployed in a combat zone during a period of military conflict may take up to ten (10) days of unpaid leave. To be eligible for such a leave, an employee must be regularly scheduled to work twenty (20) or more hours a week and must submit documentation to the Employer of his/her intention to take such a leave within two (2) business days of receiving notice that the service member will be on leave from deployment.

18.8 OTHER LEAVES OF ABSENCE

Leaves of absence for reasons other than those specified herein above shall be granted only by agreement between the employee and the Employer, and if a real and compelling reason for time off exists. A leave of absence shall not be unreasonably denied, although it is understood that recurring requests may be denied since such requests cause a burden on the process of scheduling, staffing, and quality client care.

18.9 RETURN TO DUTY

Unless otherwise specified above, when an employee returns from a leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such an employee shall be assigned to the same classification, position, unit, and shift he/she held before the leave. Unless otherwise specified above, if the leave is in excess of thirty (30) days and the employee returns in compliance with the approved terms of the leave, the Employer will use its best efforts and will not unreasonably deny return of the employee to the same classification, position, unit, and shift as occupied at the start of the leave. If conditions have changed so that this is not possible, the employee shall be reinstated in a position, unit, and shift as nearly comparable as is possible under the circumstances.

18.10 NOTICE TO REPLACEMENTS

A person hired or assigned as a replacement for an employee on a leave of absence shall be so advised by the Employer.

18.11 NON-FORFEITURE OF ACCRUED RIGHTS

By reason of such leave of absence, the employee shall not lose any accrued rights under this Agreement but likewise he/she shall not accrue rights under this Agreement, unless otherwise provided for above.

ARTICLE 19 – JURY DUTY, WITNESS PAY, AND VOTING TIME

19.1 JURY DUTY

An employee called for jury duty will receive the difference between jury pay and normal straight time earning for jury service on any day on which the employee was regularly scheduled to work. In order to be eligible for jury duty pay from the Employer, the employee must notify the employee's department manager as soon as is practicable after receipt to report for jury service, and must provide a receipt from the jury commissioner that he or she has been called and has served.

RAMS provides paid juror leave in the equivalent of one workweek – forty (40) hours for one full-time 40-hour-per-week employee, prorated for employees who are regularly scheduled to work less than forty (40) hours per week. Jury duty served while on a leave of absence, while utilizing paid time off, or on a day on which the employee is not scheduled to work will not be compensated.

19.2 WITNESS PAY

An employee subpoenaed by the Employer to appear in a judicial proceeding on a regularly scheduled work day will receive the difference between the applicable statutory witness fee and straight time earnings for each such day. RAMS provides paid witness leave in the equivalent of one workweek – forty (40) hours for one full-time 40-hour-per-

week employee, prorated for employees who are regularly scheduled to work less than forty (40) hours per week.

19.3 TIME OFF TO VOTE

Employees who are unable to vote in a statewide election before or after working will be permitted up to two (2) hours with pay at the beginning or end of their workday on Election Day for voting purposes. Arrangements must be approved in advance by the employee's supervisor. Where possible, the employee will give his or her supervisor at least two (2) working days' notice that time off to vote is needed.

ARTICLE 20 – CAREER OPPORTUNITIES

20.1 The Employer agrees to support opportunities for employees to attend educational activities in the mental health care field which are consistent with the goals, objectives, and action plans of the Employer.

20.2 The Employer will provide the following educational opportunities:

- a. Each full-time employee is entitled to education leave at an equivalent of forty (40) hours per year for participation in educational courses in the mental health care field, including certifications, licensures, and other training programs. This amount shall be prorated for employees who are regularly scheduled to work less than forty (40) hours per week.
- b. Further training opportunities may be made available within employees' program, subject to the availability of funds and the discretion of the Program Director.

ARTICLE 21 – COMMITTEES

21.1 JOINT LABOR-MANAGEMENT COMMITTEE

a. Composition and Purpose

- i. There shall be a Joint Labor-Management Committee comprised of no more than four (4) representatives appointed by the Employer and four (4) representatives and four (4) alternates appointed by the Union. This committee will have an equal number of representatives participating, with no more than four (4) of each type of representative. It is the aim that there is representation across RAMS such that members would be from different programs. The Joint Labor-Management Committee will be formed for the purpose of reviewing, discussing, and resolving issues of mutual concern to the parties.
- ii. The Joint Labor-Management Committee may identify and discuss options to address matters of common interest to all parties, which may include the following:

- (1) Projecting changes in the delivery of mental health services;
 - (2) Identifying professional development, cross-training, and re-training opportunities for employees;
 - (3) Identifying creative retention programs, such as one that contemplates the identification of transferable skills of employees to work in the classifications other than their own;
 - (4) Identifying new and creative recruitment sources; and
 - (5) Other opportunities to enhance recruitment, retention, and re-training.
- b. In addition, the Joint Labor-Management Committee may also consider the following subjects which include but are not limited to: appropriate education and training programs, child care issues, cultural diversity in the workplace, methods for improving scheduling and resolution of scheduling problems, workplace safety, workload, technical support, and support for clinical supervisory and administrative duties.

21.2 PROFESSIONAL PRACTICES COMMITTEE

a. Composition and Purpose

- i. In order to develop and maintain a collaborative environment in which quality client care and constructive dialogue are enhanced, a Professional Practices Committee (PPC) will be established. The PPC will be composed of representatives appointed by Management and Union-appointed employees representing classifications within the bargaining unit. The committee shall be comprised of no more than five (5) representatives appointed by the Employer and five (5) representatives and five (5) alternates appointed by the Union. This committee will have an equal number of representatives participating, with no more than five (5) of each type of representative. It is the aim that there is representation across RAMS such that members would be from different programs. Management appointees may include non-management, non-unit personnel. Other persons may be invited to attend meetings on a meeting-by-meeting basis.
- ii. The objectives of the PPC may include:
 - (1) Monitoring the quality of client services and making recommendations to improve client services in the context of work design, if applicable, or in the current method or system of client services delivery;
 - (2) Maintaining and enhancing professional practice;
 - (3) Maintaining and enhancing clinical practices, clinical approaches, and methodologies, including the clinical training of interns and trainees; and
 - (4) Identifying opportunities for operational improvement.

21.3 SCOPE OF COMMITTEES

The Union and the Employer acknowledge that unless mutually agreed, neither shall use these committees to address any contractual or grievance issues, nor shall these committees have any authority to modify terms of the Collective Bargaining Agreement, nor to bargain over changes in wages, hours, and working conditions of bargaining unit employees. Issues discussed or addressed by the committees will not be subject to the Grievance and Arbitration Procedure for resolution.

21.4 STRUCTURE OF COMMITTEES

a. Compensation

If an employee committee member is regularly scheduled to work during the time in which the committee meeting is held, the employee must first request with reasonable advance notice to Program Director to attend such meeting. If approval is obtained, the employee representatives on the committee shall be compensated at straight-time pay for attendance at committee meetings up to a maximum of three (3) hours per employee, every other month, unless mutually agreed to be more frequent.

Attendance at committee meetings will not be considered "time worked" for the purposes of overtime calculation. Attendance is voluntary, and employees who attend a committee meeting on a date/time outside of their own regularly scheduled work hours will not be compensated.

b. Frequency of Meetings

Meetings of the committee shall not be held more often than every other month except by mutual agreement.

21.5 RESOLUTION OF ISSUES

Each respective committee shall determine its own internal process for finalizing and presenting recommendations to RAMS Management. Decision-making process and committee recommendations will be determined by committee consensus.

RAMS Management will hear and review the recommendations proposed by each respective committee. When Management decides to implement a recommendation made by a committee, they shall inform the committee of their decision in writing, and include an estimated timeframe for implementation of the recommendation.

Should RAMS Management decide not to implement a committee's recommendation, Management shall also inform the committee in writing, outlining the reasons why they are choosing not to implement.

Management will attempt to respond to committee recommendations no less than thirty (30) days from when the recommendation is received, but in no case more than forty-five (45) days from when the recommendation is received.

Recommendations/decisions of the Joint Labor-Management Committee and Professional Practices Committee shall not be subject to the Grievance Procedure.

21.6 HEALTH AND SAFETY ISSUES

a. Compliance

The Employer will continue to comply with applicable federal and California laws and regulations pertaining to occupational safety and health, including their obligation, under the general duty clause, to provide a safe environment for employees.

b. Reporting Health Hazards by Employees

It is the duty of each employee to comply with all health and safety regulations of the Employer, and if any safety or health hazard is detected by an employee, the employee shall promptly report it to the Employer.

c. Union Notification

The Union shall promptly notify the Employer of any potential health and safety hazards, violations, or problems of which it is aware.

d. Remedying Health/Safety Problems

The Employer shall have a reasonable period of time to remedy any problems or situations brought to their attention by employees or the Union. If in the judgment of the employee or the Union, the Employer shall thereafter fail to remedy the situation, the employee or the Union shall be free to contact Cal-OSHA, or other state or federal authorities, for appropriate action. No adverse action shall be taken against any employee for reporting health and safety concerns to the Employer, to the Union, or to federal or state authorities. Disputes under this Section shall not be subject to Article 22 (Grievance and Arbitration Procedure) of this Agreement, and shall continue to be subject to the applicable administrative procedures established by federal and/or California law.

The Union shall address health and safety issues through the Joint Labor-Management Committee or the Professional Practices Committee when involving client services.

e. In-Service

The Employer shall continue to provide in-service or other training and information to employees concerning health and safety.

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 DEFINITIONS

In this Article the following definitions apply:

a. Definition of Grievance

Grievance means a dispute raised by an employee, the Union, or the Employer concerning the interpretation or application of any provision in this Agreement. Unless otherwise provided in this Agreement, a violation of this Agreement is subject to this Grievance and Arbitration Procedure set forth below.

b. Definition of Days

Days means calendar days. In this Article, whenever a period of time is specified, the day of the event or action which commences the period shall not be included calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday, or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday, or contract holiday.

22.2 LIMITATION ON PRECEDENT

Settlements reached in Step 1 of the Grievance Procedure shall not establish a precedent or a practice for future cases unless by specific written agreement signed by a field representative and by the Employer.

22.3 TIMELINESS

Timeliness is of the essence in initiation and processing of grievances. In the event that the Union or employee fails to timely file or to timely advance a grievance, the grievance shall be deemed withdrawn. If the Employer does not timely respond to a Union or an employee grievance, the grievance shall automatically move to the next step. Any extension of time must be mutually agreed in writing.

22.4 UNION PARTICIPATION

A Union representative and/or steward, designated by the Union, has the right to be present at any grievance meeting called for the purpose of discussing an employee grievance.

22.5 GRIEVANCE STEPS

The Employer and the Union recognize that the goal of this Grievance and Arbitration Procedure is to attempt to resolve the grievance at the lowest level as effectively and efficiently as possible. The employee or shop steward may first confer with the affected employee's immediate supervisor and attempt to settle the matter.

a. Step 1

The Union must initiate the Grievance Procedure by completing and delivering a grievance form to the relevant Program Director (or, for the Asian Family Institute, the Program Manager) and the Director of Human Resources or designee within fourteen (14) days of the date upon which the Union first became aware, or reasonably should have first become aware, of the events or circumstances which gave rise to the grievance.

A meeting to resolve the grievance shall take place within fourteen (14) days after the filing of the grievance.

In this meeting the parties shall engage in a full and frank discussion of their respective positions including the supporting rationale for their positions. A representative from the Director of Human Resources or designee will respond in writing within fourteen (14) days of the meeting.

b. Step 2 (Collaborative Step)

If the parties are unable to resolve the grievance at Step 1, a panel comprised of two (2) representatives of the Employer and two (2) representatives chosen by the Union will be convened to hear the grievance and issue a decision. Should the panel be unable to reach an agreement on a resolution, the Union will be notified. Within fourteen (14) days of such notification, the Union may submit the grievance to advisory arbitration unless the parties agree to mediation within that fourteen (14) day period.

c. Mediation If Mutually Agreed

Prior to arbitrating, the parties by mutual agreement may submit any grievance to mediation under the auspices of the Federal Mediation and Conciliation Service. If mediation is unsuccessful, either party may so declare by dated written instrument delivered to the other party.

d. Advisory Arbitration

- i. Demand for Advisory Arbitration. If the grievance is not resolved in the immediately prior step, the Union may proceed to advisory arbitration by submitting a written request within fourteen (14) days after completion of the immediately prior step. A Union request for advisory arbitration will be sent to the Director of Human Resources or designee.
- ii. Selection of Arbitrator. The Parties will select an arbitrator within seven (7) days of notice of intent to arbitrate. Unless otherwise agreed, the following arbitrators will be utilized in the following sequence:
 - (1) David Weinberg
 - (2) John LaRocco
 - (3) Norman Brand

- (4) Robert Hirsch
- (5) Mathew Goldberg

- iii. Advisory Arbitration Hearing and Decision. The arbitrator shall hear the submitted grievances as expeditiously as possible and shall render a decision in writing within thirty (30) days after the conclusion of the last hearing or submission of briefs, whichever is later.
 - iv. Advisory Arbitration Fees and Costs. The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the arbitrator, shall be shared jointly by the parties, except in the case of a postponement that results in the cancellation of an arbitration date. Each party will bear its own expenses of representation and presentation of its case, including witnesses and the cost of any transcript for the party's own use.
 - v. Advisory Arbitration Postponements and Cancellations. Either party has the right to one (1) postponement of a case. If the postponement results in a cancellation fee to the arbitrator, the proposing party shall pay the arbitrator's cancellation fee, unless a date is substituted at no additional cost.
 - vi. Arbitrator's Authority. The arbitrator shall have no power to add to, to subtract from, or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement, and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission Agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.
 - vii. Finality. If neither party seeks review of the advisory arbitration decision in accordance with Subsection 12.5(e) immediately below, the decision shall become final and binding fourteen (14) calendar days after issuance. Otherwise, the case shall be resolved through the process in Subsection 12.5(e) below.
- e. Optional Appeal from Advisory Arbitration Award
- i. The non-prevailing party may seek review of the arbitrator's decision by notifying the other party within fourteen (14) calendar days after receipt of the arbitrator's decision.
 - ii. The appeal shall be heard by a neutral assigned by Alternative Dispute Resolution Services (ADR Services). ADR Services rules regarding Selection of the Neutral and Disclosures shall apply.
 - iii. The Neutral shall be presented with the complete record of the advisory arbitration proceeding and shall thereafter meet with the parties to arrange for an orderly processing of the appeal, including consideration of mediation. The appeal shall be based on the record of the advisory arbitration proceeding and

presentation of written argument by the parties, provided that the neutral may receive testimony in addition to the advisory arbitration record if the neutral determines that such testimony is necessary.

- iv. The moving party bears the burden of proof. The neutral shall conduct a de novo review based on the arbitration record, the parties' submissions on appeal, and any additional information or testimony that the Neutral may request in accordance with Subsection 12.5(e)(iii) above.
 - v. The neutral shall hear the appeal as expeditiously as possible, and shall render a decision in writing within thirty (30) days after the conclusion of the proceeding or submission of briefs, whichever is later.
 - vi. The decision of the neutral shall be final and binding.
 - vii. The party that sought review shall be responsible for ADR Services' costs and fees. Each party shall bear its own costs of representation. The neutral may not award attorney's fees or punitive damages.
- f. Employee Participation

The Employer and the Union agree that employees having direct knowledge of facts giving rise to a grievance should be free to participate on behalf of any party in all steps of the Grievance and Arbitration Procedure and should be free from recriminations from either side for so doing.

ARTICLE 23 – DISCIPLINE, RIGHT OF REPRESENTATION, AND PERSONNEL FILES

- 23.1 The Employer is committed to working with all employees to support their delivery of excellent client services, and to facilitate a positive and collaborative working environment.
- 23.2 Except in cases of serious misconduct, the Employer will address performance issues progressively. When the Employer identifies areas in which a unit member's performance needs improvement, the Employer is committed to providing counseling, constructive suggestions, appropriate follow up with the employee, and further feedback through formal evaluations or performance improvement plans.
- 23.3 Constructive efforts, including informal counseling as appropriate in the event of employee performance issues, will be made by the Employer toward supporting employee achievement of fully satisfactory standards of conduct and job performance.
- 23.4 In the event of potential misconduct (rather than poor performance), the Employer assesses the seriousness of the misconduct and the appropriate means for addressing it.

The Employer has discretion to determine that progressive steps of the Discipline Procedure may be bypassed, depending on the severity of the misconduct.

23.5 In considering and implementing serious disciplinary action (final warning/suspension or termination), the Employer will abide by the above standards and to the principle that disciplinary action must be factually substantiated, even-handed, and non-arbitrary. This protection shall apply to employees who have completed an introductory period pursuant to Article 9.

23.6 WEINGARTEN RIGHTS

- a. The employee will have the opportunity to present her/his response to proposed suspensions or terminations in a meeting with the Director of Human Resources.
- b. Employees have a right to Union representation, upon request, during mandatory investigatory interviews that could result in disciplinary action. The Employer will notify the employee of their right to Union representation prior to any such interview. The right to the presence of a Union representative (field representative or Union steward) is conditioned upon a requirement that the Union representative (field representative or Union steward) be available for participation in such investigatory interview within twenty-four (24) hours, excluding Saturday, Sunday, and holidays, of the employee's request for his/her presence.

23.7 PROCEDURE FOR ADDRESSING WARNINGS SHORT OF FINAL WARNINGS

a. Definition of Days

Days means calendar days. In this Article, whenever a period of time is specified, the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday, or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday, or contract holiday.

- b. Employees have a right to respond in writing to written warnings (short of final warnings, addressed below). The employee may also request a meeting with the Director of Human Resources to explain her/his perspective regarding such written warning. The employee must request this opportunity within fourteen (14) days after receiving notice of the Employer's intended action.
- c. Subject to Subsection 23.8(d) below, no further right of appeal is available for such written warnings. However, the appropriateness of such written warning may be considered by the advisory arbitrator as well as through the optional appeal process outlined in Subsection 23.8(f) below, if such warning leads in part to more serious discipline including final warning/suspension or termination.

23.8 PROCEDURE FOR ADDRESSING DISCIPLINARY ACTION (FINAL WARNING/SUSPENSION AND DISCHARGE)

- a. If the Employer determines that final warning/suspension or termination is warranted, it will give the affected employee notice and an opportunity to respond. A notice of discipline will give the employee the opportunity to present her/his response in a meeting with the Director of Human Resources. The employee must request this opportunity within fourteen (14) days after receiving notice of the Employer's intended action.
- b. If the Director of Human Resources sustains the notice of intended discipline, the parties may mutually agree to convene a peer/Management review process, overseen by two representatives appointed by the Union and two by Management. The employee must request this opportunity within fourteen (14) days after receiving notice of the Human Resources Director's decision. A consensus decision by the panel will be binding.
- c. If the panel does not reach a consensus decision, or if the parties did not agree to peer/Management review, the employee may appeal the Director of Human Resource's decision to the CEO. The employee must request this opportunity within five (5) days after receiving notice of the Director of Human Resources' decision. The CEO shall hear the evidence presented by each party and shall thereafter decide whether the discipline should be sustained, modified, or reversed.
- d. If the CEO sustains the discipline, the Union and/or employee may appeal the action to advisory arbitration by lodging an appeal within fourteen (14) days after receiving the CEO's decision.
- e. Advisory Arbitration
 - i. The arbitrator shall decide whether the discipline was consistent with Section 23.6 and, if not, what should be the resolution.
 - ii. Selection of Arbitrator. The Parties will select an arbitrator within fourteen (14) days of notice of intent to arbitrate. Unless otherwise agreed, the following arbitrators will be utilized in the following sequence:
 - (1) David Weinberg
 - (2) John LaRocco
 - (3) Norman Brand
 - (4) Robert Hirsch
 - iii. Advisory Arbitration Hearing and Decision. The arbitrator shall hear the submitted grievances as expeditiously as possible, and shall render a decision in writing within thirty (30) days after the conclusion of the last hearing or submission of briefs, whichever is later.

- iv. Advisory Arbitration Fees and Costs. The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the arbitrator, shall be shared jointly by the parties, except in the case of a postponement that results in the cancellation of an arbitration date. Each party will bear its own expenses of representation and presentation of its case, including witnesses and the cost of any transcript for the party's own use.
 - v. Advisory Arbitration Postponements and Cancellations. Either party has the right to one (1) postponement of a case. If the postponement results in a cancellation fee to the arbitrator, the proposing party shall pay the arbitrator's cancellation fee, unless a date is substituted at no additional cost.
 - vi. Finality. If neither party seeks review of the advisory arbitration decision in accordance with Subsection 23.8(f) immediately below, the decision shall become final and binding fourteen (14) calendar days after issuance. Otherwise, the case shall be resolved through the process in Subsection 23.8(f) below.
- f. Optional Appeal from Advisory Arbitration Award
- i. The non-prevailing party may seek review of the arbitrator's decision by notifying the other party within fourteen (14) calendar days after receipt of the arbitrator's decision.
 - ii. The appeal shall be heard by a neutral assigned by Alternative Dispute Resolution Services (ADR Services). ADR Services rules regarding Selection of the Neutral and Disclosures shall apply.
 - iii. The neutral shall be presented with the complete record of the advisory arbitration proceeding and shall thereafter meet with the parties to arrange for an orderly processing of the appeal, including consideration of mediation. The appeal shall be based on the record of the advisory arbitration proceeding and presentation of written argument by the parties, provided that the neutral may receive testimony in addition to the arbitration record if the neutral determines that such testimony is necessary.
 - iv. The moving party bears the burden of proof. The neutral shall conduct a de novo review based on the arbitration record, the parties' submissions on appeal, and any additional information or testimony that the neutral may request in accordance with Subsection 23.8(f)(iii) above.
 - v. The neutral shall hear the appeal as expeditiously as possible, and shall render a decision in writing within thirty (30) days after the conclusion of the proceeding or submission of briefs, whichever is later.
 - vi. The decision of the neutral shall be final and binding.

- vii. The party that sought review shall be responsible for ADR Services' costs and fees. Each party shall bear its own costs of representation. The neutral may not award attorney's fees or punitive damages.

23.9 The Employer reserves its right to place employees on administrative leave pending investigation of allegations of serious misconduct.

23.10 PERSONNEL FILES

- a. There shall be one official personnel file for all bargaining unit employees. Employees have the right to inspect the file and to be provided, on request, one (1) copy of any document in the employee's personnel file.
- b. Employees will receive copies of all disciplinary notice(s) placed in their personnel files 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 materials, the Employer shall, upon request, provide evidence of the revision.

ARTICLE 24 – FIELD REPRESENTATIVES' VISITS AND SHOP STEWARDS

24.1 FIELD REPRESENTATIVES' VISITS

Duly authorized Union field representatives shall, with advance notification, be allowed access to visit the facility at all times to ensure compliance with this Agreement and to conduct Union business. This right shall be exercised reasonably so as not to interfere with the Employer's operations or the work of any employee. Meetings shall be conducted in designated meeting rooms, or as otherwise approved. In connection with all visits, Union staff shall also abide by patient confidentiality and other RAMS privacy/confidentiality policies applicable to employees.

24.2 UNION SHOP STEWARDS/REPRESENTATIONAL LEADERS

- a. The Union shall provide the Employer with a written list of Union stewards after their designation and shall notify the Employer of changes as they occur.
- b. The functions of the Union steward include the authority:
 - i. to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement,
 - ii. to assist in the resolution of grievances at Step 1 or 2 of the Grievance Procedure, and

- iii. to serve as a Union representative for Weingarten meetings.
- c. One Union steward will be released without loss of pay to attend grievance and Weingarten meetings scheduled during working hours. The release of additional steward(s) will not be unreasonably denied. Investigation of grievances by such steward(s) shall normally be conducted during non-working hours. Otherwise, Union stewards shall perform their functions or Union-related activities on their own time. However, if a meeting is mutually agreed to with the Union steward during the steward's work shift, that time will be paid for by the Employer. Upon notification to the Manager, if the Union steward wishes to schedule a meeting with an employee during the steward's work shift, release time shall not be unreasonably denied.
- d. Union stewards shall not direct any employee on how to perform or not to perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee.
- e. Upon advance written request and subject to staffing and scheduling needs, the Employer will provide up to four (4) days without pay per calendar year to a Union steward for the purpose of participating in Union educational programs.
- f. Upon proper advance notice, the Employer shall continue to exercise good faith efforts to release duly recognized shop stewards to leave their normal work to attend the monthly shop steward meeting. No more than three (3) hours of such release time per month will be allowed. Stewards not scheduled to work will not receive any pay for attendance at such meeting. The paid time spent at monthly steward meetings will not count towards overtime calculations. Within thirty (30) days of the ratification of the Agreement, the Union will provide to the Employer a schedule of the Union Steward's Council regularly scheduled meeting for the next twelve (12) months (and will further submit a schedule on an annual basis for succeeding years of this Agreement). A maximum of one (1) steward for every twenty-five (25) bargaining unit employees shall receive the release time, not to exceed twelve (12).
- g. Time spent attending arbitration hearings by shop stewards, grievants, and witnesses called by the Union shall be unpaid.

24.3 EMPLOYEE REPRESENTATIVES TO UNION NEGOTIATING COMMITTEE

Upon proper advance notice, the Employer shall exercise good faith efforts to release employees appointed to the Union's Negotiating Committee, subject to staffing, scheduling, and immediate client care needs, to attend and participate in negotiations. Up to a maximum of four (4) employees who miss time worked from their regular work schedule due to attending negotiating sessions, including caucuses, shall be paid by the Employer for all hours missed from work up to the employee's regular scheduled work hours. Additionally, they shall suffer no loss of seniority, benefits, or paid time off accruals, including extended sick leave.

ARTICLE 25 – NO STRIKE/NO LOCKOUT

There shall be no strike, work stoppage, or other interruption of work during the life of this Agreement by the Union or employees. During the life of this Agreement, there shall be no sympathy strikes by the Union. Furthermore, the Union will not threaten to engage in any activity prohibited by this Article. Similarly, there shall be no lockout by the Employer during the life of the Agreement.

Informational picketing is not prohibited if the Union provides timely notice pursuant to Section 8(g) of the National Labor Relations Act; if its activity is limited to such picketing and if the Union's 8(g) notice and other communications clearly say that its activity will be limited to such picketing.

ARTICLE 26 – CHANGE OF OWNERSHIP

In the event of a merger, acquisition, or other transfer of ownership, the Employer shall:

1. Notify the Union in writing at least sixty (60) days prior to the effective date of any such action; and
2. Negotiate in good faith with the Union over the effects of any such action.

ARTICLE 27 – SEVERABILITY AND SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be in conflict with state or federal law, the remaining provisions of this Agreement shall remain in full force and effect.

If a provision in this Agreement is invalidated by state or federal law, the Employer and the Union shall meet for the purpose of considering lawful substitute provisions.

ARTICLE 28 – ORGANIZING RIGHTS

RAMS supports the right of workers to form and join an employee organization. RAMS also supports their right to choose not to do so. In the event of a union organizing drive, RAMS will maintain neutrality.

ARTICLE 29 – WORK AND IMMIGRATION STATUS OF EMPLOYEES

- 29.1 In the event the Employer decides to hire an employee as an H-1B non-immigrant worker or TN visa holder, the Employer shall initiate the application process.
- 29.2 If the Employer hires an employee as an H-1B non-immigrant worker or TN visa holder, the Employer shall inform the employee of its decision whether to continue their

employment relationship past the initial three-year limit of the H-1B visa no later than two (2) years after the visa goes into effect. If the visa term is one (1) year, the Employer shall make every reasonable effort to inform the employee of its decision whether to continue the employment relationship past the one-year term at least six (6) months before the visa expires, or the earliest point at which the employee may legally apply to renew the visa according to federal regulations.

- 29.3 If an employee's H-1B non-immigrant worker or TN visa is renewed for one (1) or more terms, the standard in Section 29.2 shall apply for each term.
- 29.4 Should the Employer decide not to renew an employee's visa, the employer agrees to abide by all federal requirements regarding Employer obligations and responsibilities. The employer will notify and consult with the Union before determining not to renew the employee's visa, and will also bargain with the Union over the negotiable effects of the decision on the bargaining unit.
- 29.5 The Employer shall provide assistance to the employee in completing the necessary forms for the employee's continued employment, including covering the cost of any fees associated with renewing the visa.
- 29.6 RAMS has discretion to consider, case by case, an employee's request for Green Card sponsorship.

ARTICLE 30 – MANAGEMENT RIGHTS

- 30.1 Management of RAMS is vested exclusively in RAMS management. The parties agree that all rights not specifically granted in this Agreement are reserved solely to RAMS, its Board of Directors, and its managers, including but not limited to the right to:
 - a. Plan and direct the use of funding and resources to achieve RAMS' missions, programs, objectives, activities, and priorities;
 - b. Determine and direct the means, programs, processes, equipment, and facilities by which RAMS' business, affairs, operations, programs, plans, and missions are to be provided, including through implementation, change, or cessation of any element thereof;
 - c. Determine the size, composition, and qualifications of the workforce through the recruitment, hiring, development, training, evaluation, promotion, transfer, layoff, demotion, discipline, and discharge of employees;
 - d. Establish, modify, and enforce standards of qualification, performance, training, conduct, and safety, and to determine the process by which performance is evaluated;
 - e. Determine employee shifts, working assignments, and schedules;

- f. Maintain RAMS's Personnel Policies Handbook;
 - g. Take action on any matter in the event of an unforeseeable emergency;
 - h. Determine and modify job classifications and job descriptions; and
 - i. Maintain all other rights pertaining to RAMS operations and RAMS management.
- 30.2 The exercise of the foregoing rights, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 30.3 This Article is not a source of Union or employee rights, and therefore is not subject to the Grievance Procedure contained in Article 22, except to the extent that an exercise of such right is in conflict with another provision of this Agreement.

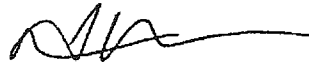
ARTICLE 31 – TERM OF AGREEMENT

This Agreement shall be effective as of the date of adoption by the Board of Directors after ratification by Union members. It shall remain in effect through December 31, 2020. The parties shall initiate successor negotiations within a reasonable time before expiration of this Agreement.

On May 24, 2019, the parties reached a Tentative Agreement containing the terms set forth herein. On ~~6/3/19~~, members of the National Union of Healthcare Workers (NUHW) bargaining unit ratified the Agreement. On June 14, 2019, the Board of Directors of Richmond Area Multi-Services, Inc. (RAMS) ratified the Agreement.

**RICHMOND AREA
MULTI-SERVICES, INC.**

**NATIONAL UNION OF
HEALTH CARE WORKERS**



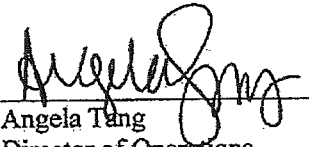
Trina de Joya
Director of Human Resources

Date: 5/12/20



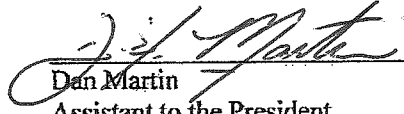
Sal Rosselli
NUHW President

Date: 6/24/2020



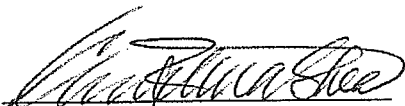
Angela Tang
Director of Operations

Date: 5/11/2020



Dan Martin
Assistant to the President

Date: 6/12/20



Christina Shea
Deputy Chief and Director of Clinical Services

Date: 5/13/2020

NUHW BARGAINING TEAM

Ernest Brown
Senior Clinical Case Manager

Danae Carvacho
Behavioral Health Counselor

Linda Liu
Job Development Specialist

Jonathan Mitchelmore
Senior Behavioral Health Counselor

Belinda Nguyen
Intake Coordinator

Khiet Truong
Behavioral Health Counselor

APPENDIX A – SALARY BANDS & CLASSIFICATIONS

SALARY BAND	JOB TITLE / CLASSIFICATION	PROGRAM	MINIMUM EDUC/DEG
1	Case Manager / Outreach Worker (Peer)	CAAP	n/a
1	Case Manager / Outreach Worker	CAAP	BA/BS
1	Vocational rehabilitation Counselor	CAAP	BA/BS
1	Peer Coach	HA	BA/BS
1	Vocational rehabilitation Counselor	HA	BA/BS
2	Case Manager	CWKs	BA/BS
2	Employment Consultant	HA	BA/BS
2	Mental Health Worker	Adult OP	BA/BS
2	Vocational Case Manager	HA	BA/BS
2	Vocational Specialist	HA	BA/BS
3	Mental Health Counselor	AdOP	MA/MS
3	Social Worker	AdOP	MA/MS
3	Mental Health Clinician	AdOP	MA/MS
3	Psychologist	AdOP	PhD/PsyD
3	Mental Health Counselor	BSARF	MA/MS
3	Behavioral Health Counselor/Consultant	CAAP	MA/MS
3	Behavioral Health Consultant/Trainer	CAAP	MA/MS
3	Behavioral Health Rehabilitation Counselor	CAAP	MA/MS
3	Clinical Case Manager	CAAP	MA/MS
3	(Lead/Senior) BH Consultant/Counselor/Trainer	CAAP	MA/MS
3	BH Consultant/Counselor // Psychologist	CAAP	PhD/PsyD
3	Behavioral Health Counselor/Trainer	CWKs	MA/MS
3	Mental Health Clinician	CYF	MA/MS
3	Mental Health Counselor	CYF	MA/MS
3	Mental Health Consultant	Fu Yau	MA/MS
3	Behavioral Health Counselor	WC	MA/MS
3	Clinical Case Manager; Senior Clinical Case Manager	WC	MA/MS
3	Trauma, Grief & Loss Counselor	WC	MA/MS
3	Clinical Case Manager; Senior Clinical Case Manager	WC	MA/MS
3	Clinical Supervisor (if primary role is a Band 3 position above)		Licensed + 2 years
4	Psychologist (Psychometrician)	CAAP, CWKs	Licensed Psy
5	Assessment Supervisor	CAAP, Training	Licensed Psy

SALARY BAND	JOB TITLE / CLASSIFICATION	PROGRAM	MINIMUM EDUC/DEG
6	Psychiatric Nurse Practitioner	AdOP, AFI, BSARF, CAAP, CWKs	Psych NP w/ DEA + Furnish
7	Clinical Supervisor (hourly, and is ONLY a Clinical Sup)	CalWKS	Licensed + 2 years
7	Clinical Supervisor (hourly, and is ONLY a Clinical Sup)	Fu Yau	Licensed + 2 years

APPENDIX B – WAGE SCALE

EFFECTIVE DATE: 7/1/18

SALARY BAND	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	7 YEAR	10 YEAR
1	20.00	20.60	21.22	21.85	22.51	23.19	23.88
2	22.00	22.66	23.34	24.04	24.76	25.50	26.27
3	25.00	25.75	26.52	27.32	28.14	28.98	29.85
4	28.00	28.84	29.71	30.60	31.51	32.46	33.43
5	53.00	54.59	56.23	57.91	59.65	61.44	63.28
6	67.50	69.53	71.61	73.76	75.97	78.25	80.60
7	75.00	77.25	79.57	81.95	84.41	86.95	89.55

SIDE LETTER – ASIAN FAMILY INSTITUTE SPLIT FEE RATES

Both the Employer and NUHW clinicians agree that the Asian Family Institute (AFI) Program provides valuable mental health care to the communities it serves.

1. OPERATIONAL MODEL

The current operational model of Asian Family Institute is as follows:

- a. Only those employees classified as exempt, and maintaining exempt status, are approved to provide mental health therapeutic services to clients of AFI.
 - b. Employees receive additional wages for each hour of service they provide to an AFI client. There is a wage differential (“split fee”) for the service hours performed at AFI. This wage differential is determined each year by RAMS Management, based on insurance reimbursement rates.
 - c. Employees do not receive wages for hours in which the client does not show and the employee provides no therapeutic services.
 - d. The wages earned at AFI are in addition to their salary received in their “regular” clinical positions as exempt clinical staff.
 - e. Once an unlicensed clinician becomes licensed, their “split fee” rate is increased to the split fee rate commensurate with their licensure.
2. For all split fee hours worked in the AFI program, the employer will continue the same practice of paying split fee rates to the exempt employees scheduled for per diem hours at AFI. In the event RAMS management wishes to amend or eliminate the split fee rate, business model, and/or operations of the AFI program, RAMS shall provide a minimum of thirty (30) days’ notice to NUHW. RAMS Management will meet and negotiate over the proposed changes. Once a client’s needs are determined, clients in the AFI program shall be assigned to clinicians by seniority, on a rotating basis, to those clinicians who possess the qualifications, skills, and characteristics to meet the needs of the client.

SIDE LETTER – BRODERICK WORKPLACE COMMITTEE

The Union and the Employer agree to establish a Broderick Workplace Committee to identify and resolve issues related to safety, clinician workspace, and caseloads. The Committee shall comprise two (2) representatives from Management and two (2) representatives from the Union. In addition, the Employer may invite up to two (2) non-bargaining unit RAMS personnel to participate. The Committee shall determine frequency of meetings.

SIDE LETTER – AOP BILLABLE HOURS

1. Twenty-six (26) billable hours is the standard for AOP clinicians working forty (40) hours per week. The billable hours standard for AOP clinicians working less than a forty (40) hour workweek is a proration of twenty-six (26) billable hours.
2. In determining what constitutes a full caseload, AOP clinicians will be given credit in the form of billable hours for the time they are assigned to the Officer of the Day (OD).

For each OD shift there is a primary and a backup OD to perform crises assessments and 5150s. In this capacity, AOP clinicians shall be credited as following:

- a. For each primary OD four (4) hour day shift, one (1) billable hour will be credited;
 - b. For each backup OD four (4) hour day shift of backup OD, one half (0.5) billable hour will be credited;
 - c. For each evening shift (after 5pm), one (1) billable hour will be credited.
3. AOP clinical supervisors will be credited one and one-quarter (1.25) hours toward billable hours for each hour spent on clinical supervision for staff.
 4. PURQC (case review) Committee members will be credited one (1) hour toward billable hours for each hour spent on case review.
 5. AVATAR and ANSA Champions will be credited one-half (0.5) hour toward billable hours for each hour spent attending program meetings and producing notes.
 6. Each hour AOP clinicians perform in intake will be credited two (2) billable hours.

SIDE LETTER – CLINICAL SUPERVISION OF INTERNS AND TRAINEES

For each allocated hour a clinical supervisor performs in supervision of an intern or trainee, the clinical supervisor will receive one (1) additional allocated hour for documentation review and related supervisory duties.

SIDE LETTER – WORK-FROM-HOME (WFH) HOURS

1. RAMS clinicians with scheduled hours at schools shall be allowed the option to utilize work-from-home (WFH) when the school site is closed and it is a RAMS work day. The days on which the WFH option can be used are on SFUSD school closures/holidays, SFUSD staff development days, and the following breaks as listed:
 - a. Spring break;
 - b. Summer break periods 1) between the last day of school and first day of summer school, and 2) between the last day of summer school and first day of school;
 - c. Thanksgiving break (not including Thanksgiving holidays observed by RAMS);
 - d. Winter break (not including December 25 and January 1 holidays observed by RAMS).
2. Clinicians agree to schedule and meet with eligible clients as needed and/or normally scheduled during school closures/holidays, over school breaks as listed above, and attend scheduled meetings and trainings as required.
3. On days when clinicians work-from-home, clinicians agree to be accessible via phone and email during normal work hours. The same expectations around timely communication (including checking and replying to phone calls, voicemails, and emails) still apply. As work-from-home is considered to be part of the regular scheduled work hours, clinicians must also be available to come onsite in the event of an urgent matter or program need. To qualify to WFH, employees must be current on their documentation, must be able to perform all necessary duties from their home location, and must notify their directors of their WFH intention.
4. The work-from-home practice is applicable only to the work hours occurring at a school-based location. Clinicians with scheduled hours and work activities that are normally performed at the Outpatient Clinic will continue to perform such activities at the Outpatient Clinic; provided that such clinicians, with the approval of the Program Director in her/his sole discretion and for the convenience and at the request of clients only, may adjust their hours during the above break periods.
5. Clinicians doing work-from-home agree to abide by HIPAA and confidentiality practices and protocols as outlined in RAMS policies. This will apply to privacy considerations when making client calls from home, security of PHI and client-related information, and proper usage of RAMS-issued equipment and devices.
6. Due to the scheduling needs of the programs and the schools they serve, staff are expected to schedule their leave time off during the days when the school is on break (e.g., winter, spring, summer) and/or not in session (e.g., furlough, school holidays, school professional development days). The Program Director has discretion to approve/disapprove any requested exception, subject to family and medical leave, pregnancy disability leave, or other special leave circumstances as prescribed by law.

7. During the summer break period, clinicians will be expected to engage in an approved summer special project. This can be done during work-from-home. The Program Director will work with individual clinicians to develop a formal written proposal.

[NOTE TO STAFF: summer special project topics may include, but are not limited to: developing a training for staff; updating therapy rooms; quality improvement; collaborating with the Development Department on grants and funding activities/projects; etc.]

8. RAMS reserves the right to suspend, and thereafter revoke, an employee's work-from-home option based on operational and/or personnel performance considerations. In the event the Program Director, in her/his discretion, has grounds to discontinue the privilege based on performance, she/he will give the clinician notice of the reasons and may suspend the WFH option for up to ten (10) business days. The employee may then resume working at home during the break period. In the event of a further problem, the Program Director, in her/his discretion, may revoke the WFH option. Six (6) months after revocation, the employee may request that the privilege be reinstated, and the Program Director has discretion to grant or deny the request.
9. Either party may reopen this Side Letter after twelve (12) months of execution.

SIDE LETTER – WELLNESS

Base salaries for Wellness Center unit members shall be set at the greater of:

1. the Director’s proposed increase in the Attachment,
2. the scale and bands in Appendices A and B, or
3. four (4) percent of current base salary. The Director’s proposed increases appear below.

EMPLOYEE NAME	POSITION	ANNUAL SALARY (DIRECTOR-PROPOSED INCREASE)
Bartlett, Zoe Jin-Lin	BH	\$ 55,000
Brown, Ernest L	Senior Clinical CM	\$ 64,000
Carvacho Lagunas, Danae Andrea	BH	\$ 62,000
Chen, Yufei	BH	\$ 56,000
Fisher, Molly	BH	\$ 61,000
Frias-Bravo, Ana Lilia	BH and CCM	\$ 56,000
Kane, Emily M	BH	\$ 56,000
Katkov Rada, Amelia	BH	\$ 58,000
Kawaii-Bogue, Babe	TGL	\$ 63,000
Lafortune, Staci	BH	\$ 57,000
Lahiry, Raakhee	Clinical Case Manager	\$ 55,000
Martin, Araceli	BH, CCM	\$ 60,000
Schaan, Caya	BH	\$ 31,000
Shepard, David	BH	\$ 63,000
Tai, Veronica	BH	\$ 62,000
Tobo, Maria	BH	\$ 64,000
Truong, Khiet	BH	\$ 59,000
Turner, Reina	BH	\$ 32,000
Valdez, Jenny Belen	BH	\$ 55,000
Visser, Tammy	BH	\$ 56,000
Worku, Tibebe	BH	\$ 29,000
Yap, Althea	BH	\$ 56,000
		\$ 1,210,000

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.