

SEIU Local 721

**Gateways Hospital
and Mental Health Center**

Memorandum of Understanding

**November 1, 2011
through
October 31, 2014**

LOCAL 721



SEIU

MEMORANDUM OF UNDERSTANDING

between

**GATEWAYS HOSPITAL
AND MENTAL HEALTH CENTER**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721, CTW-CLC**

November 1, 2011 - October 31, 2014

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:

- Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee
- Deny the request and end the interview immediately
- 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.

Foreword

Dear SEIU Local 721 Member,

This Agreement is the result of many long, hard hours of collective bargaining between your employer and negotiating committee members from your facility. Our success at the bargaining table is directly related to the degree of strength, commitment, and unity achieved among our members. Our rights, our benefits, and our working conditions must never be taken for granted; we have had to fight for everything that we have achieved. We must work to ensure that this contract is enforced each and every day!

Union members should feel free to contact their shop steward at any time concerning any matter within the scope of this contract or any other work-related problems. Stewards are the key to building a strong, democratic labor union. They are the "Union on the Job."

In addition, the Union's professional staff is available to help meet the needs of our members and stewards in addressing work-site problems and concerns.

Working in health care is a very difficult and demanding job. The quality of care that you provide, as well as your concern and dedication to your patients, make you very special people. Your Union, SEIU Local 721, is one of the largest healthcare unions in the United States and one of the largest healthcare unions in California with over 80,000 members.

Union staff can be contacted at the SEIU Local 721 office listed on the cover of this contract. SEIU Local 721 headquarters is located at 1545 Wilshire Blvd, Los Angeles, California, 90017-4510. The telephone number is (213) 368-8660.

In Unity,

Bob Schoonover
President

Linda Dent
Vice President

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AGREEMENT

This Agreement is between GATEWAYS HOSPITAL AND MENTAL HEALTH CENTER (Gateways or Employer) and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721, CTW-CLC (SEIU 721 or Union) headquartered at 1545 Wilshire Blvd., Los Angeles, CA 90017.

ARTICLE I RECOGNITION AND UNION SECURITY

Section 1 – Recognition

- a. Employer recognizes Union as the exclusive collective bargaining representative for all regular employees employed by employer at all locations, including but not limited to the following: Gateways Main Hospital Complex (1891 Effie Street), Gateways Satellite (437 North Hoover Street), Gateways Satellite North (440 North Hoover Street), Forensic Community Treatment Program-FCTP (621 South Virgil Avenue), Gateways Residential Re-Entry Program (RRC) (1801 Lakeshore Avenue), Homeless Services Program (340 North Madison Avenue), Percy Village Adult Residential Facility (3441 Percy Street and 3455 Percy Street), Normandie Village Adult Residential Facility (225 North Mariposa Street; to be moved to 1355 South Hill Street), Transitional Aged Youth (TAY) Shelter (423 North Hoover Street), Wellness Center (433 North Hoover Street), Gateways Apartment Building (SRO) (444 North Hoover Street) and performing work in the categories described in Appendix “A” attached hereto and as part of this Agreement including any other established bargaining unit job classifications that may be added in the future. Any existing job classifications that are not currently in the bargaining unit but are performing work within the scope of classifications covered in this Agreement or not already excluded from the unit pursuant to Section (d) of this article shall be added (“accreted”) into the bargaining unit, and the parties shall bargain over wage placement.
- b. The Union will be notified in writing of any such plans to create new bargaining unit job classifications. The parties shall meet to bargain the addition (“accretion”) of the classifications into the bargaining unit, and the appropriate wage grid placement into Appendix “A.” Appendix “A” shall be amended accordingly to reflect such changes. At the time of notification, management will provide the proposed job description(s) to the Union, and the Union will review and provide input within seven (7) business days of receipt, prior to implementation.
- c. Relocation, New Facilities, Accretion. In the event Gateways relocates any of its facilities, Employees of such new facility who are employed in capacities designated as bargaining-unit classifications shall be covered by this Agreement. Any new facility hereafter opened and/or operated by Gateways and employing

Employees in classifications covered by this Agreement shall be deemed an expansion of Gateways' facilities and an accretion to the existing bargaining unit and such new facility or facilities shall be automatically covered by the provisions of this Agreement.

- d. Specifically excluded from the bargaining unit are:
 - (1) supervisory; administrative; executive; managerial and medical professional employees, which include psychiatrists, other physicians and psychologists, confidential secretaries, business office personnel having access to Employer's fiscal records or any employee whose primary duty consists of the management of the department or section in which that employee works, or who has the authority effectively to hire or fire other employees;
 - (2) volunteers;
 - (3) students working during school vacation periods;
 - (4) any other person whose job classification is not specifically included in Appendix "A" provided that it is not the intent of Employer to establish jobs or job titles to exclude employees from the unit as established in Appendix "N".
- e. The bargaining unit includes every per diem employee in classifications covered by this Collective Bargaining Agreement, provided that such employee shall continue to receive the per diem rate and shall not be eligible for benefits paid to regular employees. Employer shall hereafter employ per diems on an "as-needed" basis only. Employer shall not hire per diem employees to reduce or modify the bargaining unit.

A list of per diem employees and hours worked will be provided to the Union on a quarterly basis.

Section 2 – Union Security

- a. **Union Membership:** As a condition of employment, all employees included in the bargaining unit who are members of the Union in good standing on the date this Agreement is ratified shall remain members in good standing or tender to the Union the initiation fees and periodic dues uniformly required of Union members, and those who are not members on the date this Agreement is ratified on the 31st day following the date on which this Agreement is ratified, become and remain members in good standing or tender to the union the initiation fees and periodic dues uniformly required of union members. As a condition of employment, all employees within the bargaining unit who are on the 31st day following the beginning of such employment, become and remain members in

good standing or tender to the Union the initiation fees and periodic dues uniformly required of union members.

- b. **Maintenance of Membership:** Employees who are required hereunder to maintain membership in the Union and fail to do so, and employees who are required hereunder to become and to remain members of the Union and fail to do so shall, upon notice of such fact in writing from the Union to the Employer, be terminated, if such failure remains uncorrected for (10) days after written notice to the employer, with a copy to the employee.
- c. **Notification:** The employer shall, at the time of hire, inform each new employee coming under the coverage of this Agreement of the existence and provisions thereof.
- d. **Check-off Deduction of Initiation Fees and Dues:** Upon receipt of an individual, voluntary, written, and un-revoked, check-off authorization from an employee in the bargaining unit, the Hospital will deduct to reflect 26 pay periods in a calendar year, from the pay of such employee a sum equal to that employee's Union initiation fees or prorated monthly membership dues so long as such employee was employed by the Hospital at the time such obligation became due. In no event shall any charge be made to an employee that accrued prior to the date of hire or the date of ratification of this Agreement, whichever is later.

Section 3 – Equality of Employment Opportunity and Provisions of Law

- a. The Union and Gateways agree that all supervisors, Employees and other persons who work at Gateways will treat one another with dignity, respect and cooperation, regardless of position, affiliation or profession, in accordance with state and federal laws.
- b. Except as provided by law, Employer and Union agree that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sexual orientation, national origin, religion, sex, age, marital status, prior or current military service, union membership or union activity, or the presence of mental or physical disability, or any factors not directly related to the performance of the job, unless one of the foregoing factors constitutes a bona fide occupational qualification.
- c. The Employer will comply with all applicable federal, state, and local provisions of law as it pertains to employees covered under this Agreement.

Section 4 – Visitation

The Union Representative shall be permitted at all reasonable times to enter the facilities operated by Employer for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that the Union Representative notifies the Human Resources' Director, or designee, before entering. Such visits shall not interfere with the work of the employees.

Section 5 – Bulletin Board

Employer shall provide reasonable space at each facility for Union bulletin board(s) with one at the Main facility which shall be glass enclosed and locked. Said bulletin board(s) are to be provided by Employer and are not to exceed 36 by 36 inches. The location of bulletin boards shall be at the discretion of Employer; provided that said bulletin boards are both visible and accessible to all Union employees, preferably at or near the time clock.

Section 6 – Jurisdiction

Except by mutual consent of Employer and Union, no jurisdiction over any group of employees covered in the scope of this Agreement shall be surrendered to any other union during the term of this Agreement.

Section 7 – Stewards

Employer recognizes the right of Union to select Union Shop Stewards. Employer shall not discriminate against the authorized Shop Steward because of authorized Union activity. Employer shall not recognize Shop Stewards until Union has notified Employer in writing of their selection. Shop Stewards shall obtain permission from their immediate supervisor before leaving their normal work place prior to conducting Union business. Only Union business necessitating immediate action may be handled during working hours without loss of pay. Mileage allowance provisions will apply. All joint Union-Employer meetings called to discuss grievances may be handled during working hours without loss of pay. The number of stewards for each facility shall be limited to 4 on day shift and 2 each on evening and night shift per facility. The Employer agrees to pay for up to seven (7) shop stewards, one (1) hour per month meeting, prescheduled with the shop stewards and the Union Representative.

ARTICLE II HOURS OF WORK

Section 1 – Basic Workday

The regular basic workday shall consist of the 24-hour period beginning at 12:00 A.M. and ending at 11:59 P.M.

Section 2 – Normal Workweek

- a. Employer shall exercise its efforts in good faith, subject to the requirements of efficient operations, to the end that employees will be scheduled on a basis of a normal workweek of 40 hours within 5 consecutive 8-hour days, followed by 2 consecutive days of rest. These sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- b. Employer shall also exercise such efforts toward the requirements of efficient operations and patient care to the end that nursing employees be scheduled off every other weekend. This is not a guarantee of specific weekend days off.
- c. In the dietary and nursing departments if schedules are developed and presented which provide a more equitable distribution of weekends off among all employees, Employer shall reasonably consider such proposals. Employer shall timely accept or reject such proposals. If the proposal is rejected, Employer shall state the reason(s) for the rejection, provided that Employer shall not unreasonably reject any such proposal.
- d. Employer shall not request employees to waive their right to overtime.

Section 3 – Scheduling

- a. The Employer will make every effort to provide equitable scheduling and distribution of workload among employees. If any disputes arise on this matter, then either the Union or Employer may request a meet and confer to resolve the dispute.
- b. If a shift opening occurs, management shall first solicit employees to volunteer in the appropriate classification. The employee that volunteers with the most seniority shall be given the position. A shift opening shall be defined as a vacancy on a shift that is not a new job vacancy as described in Article IX Seniority, Section 5, Job Postings.
- c. If there are no volunteers, then management may assign the vacant shift according to inverse seniority (i.e., the least senior first).
 - i. For the purpose of this section, seniority shall be defined as the total amount of continuing service within a classification, and seniority preference shall be applied in the following order:
 - ii. Full-time employees
 - iii. Part-time employees
 - iv. Per diem employees

Section 4 – Overtime

Overtime compensation shall be paid at 1½ times an employee's regular straight-time hourly rate of pay for all hours worked:

- a. in excess of 40 hours in a normal weekly pay period or 8-hours in a workday;
- b. on the 6th consecutive day regardless of the workweek if no less than 40 hours are worked during the first 5 days.
- c. on the 7th consecutive day regardless of the workweek if no less than 48 hours are worked during the first 6 days but shall be paid at the rate of 2 times the employee's regular rate of pay.
- d. Requests related to overtime for unforeseen work situations shall not be unreasonably denied.

Section 5 – Split Shifts

There shall be no split shifts.

Section 6 – Rest Periods

All employees are entitled to rest periods of 15 minutes twice a day. Such rest periods should be scheduled for the middle of the work period whenever possible.

Section 7 – Days Off

Each regular, full-time employee who is called in on that employee's regular day off shall be guaranteed pay at the rate of 1½ times the straight-time rate of pay for 8-hours' work, provided the employee completes that employee's regularly scheduled workweek.

Section 8 – Cancellations

Cancellations occur when an employee is either called in advance of their regularly scheduled shift and told not to report to work, or when an employee is sent home from their regularly scheduled shift (*See also Article 3 Section 10 for Reporting Pay*).

The facility will make every effort to avoid cancellations from employees' scheduled work. In the event that cancellations are necessary, and enough volunteers cannot be solicited, then each program area will cancel the employee using reverse seniority within each job status listed below (Per diem, Part-time, Full-time), by rotation:

- A. Per diem employees
- B. Part-time employees
- C. Full-time employees

Each program area will maintain a list in order to track the above, which shall be visible and accessible to employees in each program area, as well as to Union representatives and stewards upon request.

ARTICLE III COMPENSATION

Section 1 – Wage Schedules

- a. There will be an across-the-board wage increase as follows: retroactive wage increase of 1% effective July 1, 2012; November 1, 2012 - 1%, November 1, 2013, 1%. The wage steps set forth in Appendix "A" will increase accordingly to the percentages above in each year of the Agreement.

In addition, on their anniversary date of hire, each employee shall advance through the steps (1 through 8) in the wage schedule in the manner described in Appendix "A."

Tenure Step/Experience Credit

Employees with three to five (3-5) years within the last ten (10) years of Regular (twenty hours or more per week) relevant experience than that required by the classification into which the Employee is being hired, will be placed at step three (3) of that classification, provided that the Employee's experience is directly related to the duties of the position as determined by the Employer.

Employees with more than five (5) years within the last ten (10) years of Regular (twenty hours or more per week) relevant experience than that required by the classification into which the Employee is being hired, will be placed at step four (4) of that classification, provided that the Employee's experience is directly related to the duties of the position as determined by the Employer.

Should Employer desire to increase pay rates above and beyond the increases negotiated in this Agreement for individuals, groups of employees, classifications or for the entire bargaining unit, Employer may do so provided Employer meets with Union to discuss any equitable or fairness issues Union may raise.

- b. **Longevity Pay.** Employees who have completed 10, 15, 20 and 25 years or more of service shall receive an increase to their base hourly rate as per the following:

<u># of years</u>	<u>Additional Pay per hour</u>
10	\$.10
15	\$.20
20	\$.30
25	\$.40

The additional pay is not cumulative, so that 15-20 and 25 year increase is not on top of the rate of pay increase for the 10, 15 and 20-year additional pay.

Section 2 – Shift Differential

All employees shall receive a Premium shift differential pay for all hours worked during the Evening shift of \$.80 commencing at 2:45 P.M. to 11:15 P.M. and the Night shift \$1.05 commencing at 10:45 P.M. to 7:15 A.M.

Employees who work 4 or more hours in an Evening or Night shift shall be eligible for the appropriate premium pay, i.e., \$.80 per hour for those hours worked between 2:45 P.M. and 11:15 P.M. and \$1.05 per hour or the appropriate phase in rate for those hours between 10:45 P.M. and 7:15 A.M.

All employees who normally receive a shift differential shall not lose it when attending mandatory meetings.

Day shift employees, employees who request a change of hours, or employees with flexible work schedules for personal reasons, are not eligible for shift differential. Dietary employees are excluded from this provision.

Section 3 – Paycheck Availability

Paychecks shall be available by 11:00 A.M. on Thursdays for employees working at the satellite facility; all other employees shall receive their paychecks by 1:00 P.M. Accrued benefit information shall be made available to employees as soon as practicable upon request. Employer shall correct a paycheck error within 29 hours. Employer shall assist an employee who requests it for automatic electronic transfer of the employee's wages to a designated bank, savings and loan, credit union or other financial institution.

Section 4 – Overtime/Charge Duties

Rotation of Overtime: In the assignment of work that involves the payment of an overtime premium, overtime will be rotated equitably. An employee may choose not to be on the rotation of overtime list by notifying the supervisor in writing on a specific form supplied by the employer. The employer will first seek to fill the necessary shift after all available per diem and part time employees have been contacted to fill the necessary shift. If it is necessary to mandate overtime, assignments will be made by inverse seniority (the least senior employee).

Section 5 – Driver Differential

Employees required to obtain a Class B drivers license shall have the cost of the license paid by Employer and shall receive a differential of \$.20 per hour for each hour of approved driving for which the Class B license is required.

Section 6 – Charge Pay

A Licensed Vocational Nurse/Licensed Psychiatric Tech shall receive premium pay of \$2.00 per hour when assigned charge responsibility.

Section 7 – Per Diem Compensation

Per Diem personnel shall be paid an amount equal to the rate of pay for that job in the step in which the per diem employee is employed plus a sum equal to 6% thereof.

Section 8 – Mileage Allowance

Employees required to use their personal automobile for any hospital business, including travel between worksites, shall receive a mileage allowance in accordance with the IRS rate.

Section 9 – Standby Pay

Employees who are required to be on stand-by outside of their regularly scheduled hours will be provided with a phone and shall be paid a flat sum of one hundred twenty-five dollars (\$125.00) for each 7-day period they are asked to take calls on behalf of Employer. If it is necessary to report to work, the employee shall receive a minimum of 2 hours pay for actual time worked. Actual work time shall begin when the employee arrives at the appropriate work location and shall end when the employee leaves the same destination. The employee shall be paid 1½ times that employee's regular hourly rate for all hours worked, including the 2-hour minimum. If it is necessary to report to work on a holiday, time shall be paid for at 2 times that employee's regular rate of pay for all hours worked. Employees on standby shall continue to be subject to department pay practices when responding by telephone.

Section 10 – Reporting Pay

Employees who are requested to report to work, or who are scheduled to work and come to work without receiving notice that no work is available, shall receive 4 hours' pay at the regular rate of pay when the reason(s) for lack of work is within the control of Employer. In such cases, the supervisor of the employee involved may allow the employee to leave work before the 4 hours have elapsed. The 4 hours time must be shown on the employee's time card either by the time clock registration or by notation by the supervisor.

It shall be the responsibility of the employee to notify Employer of the employee's current address and phone number.

The provisions of this section shall not apply if either an Act of God or failure of utilities interferes with work being provided, or if the Employer makes a reasonable effort to

notify the employee not to report to work at least 2 hours prior to the employee's scheduled time to report by telephone, voice mail, or other reasonable method of communication.

Section 11 – Bilingual Differential

- a. Full-time employees designated by Employer in writing to perform bilingual duties on a regular and continuing basis shall receive \$125.00 per month bilingual allowance.
- b. Part-time employees, or employees who are not designated to perform bilingual duties that are asked to perform such duties due to the unavailability of a designated employee or an emergency, shall receive \$25.00 for services rendered, for each time employee is asked to perform bilingual duties, not to exceed \$125.00 per month. Employees not specifically designated to translate shall not be required to do so and Employer will provide a list of designated employees to the Union on a quarterly basis.

ARTICLE IV HOLIDAYS

Section 1 – Holidays Observed and Scheduled

- a. The official holidays shall be observed and if not worked for at straight time rate.

January 1, Memorial Day, July 4, Labor Day, Thanksgiving, the day after Thanksgiving, and December 25, and in addition each employee shall be allowed 1 personal holiday per quarter. Wherever possible, this holiday shall be agreed upon in advance with Employer. A personal holiday should be taken in the quarter in which it is given, but no later than 90 days. Personal holiday requests shall be considered by Employer for any time during the year, and in no event shall an employee lose such personal holiday benefits due to the failure of Employer to grant an employee request for employee personal holiday. Personal holidays shall, insofar as possible, be granted at the time most desired by employees on a first-come, first-served basis, with longer service employees being given preference should 2 or more employees submit holiday schedule requests for the same date. Employer shall notify the employee within 1 week of approval or denial (with reasons for denial) of personal holiday requests and requests for days off in lieu of holidays worked made at least 2 weeks before the requested day off.

Employer shall list personal holidays on paycheck to determine how many personal days an employee has available.

- b. An employee may request permission to substitute one other personal or religious holiday in place of one of the official holidays. If the nature of that

employee's job and conditions warrant such substitution without causing hardship or expense to Employer, the department head shall make every effort to grant such request.

- c. If any of the above specified holidays falls on Saturday or Sunday, and the following Monday is generally observed as a holiday, it shall be so observed in the Agreement, holiday pay shall be granted if the employee has worked the employee's regularly scheduled full working days immediately preceding and following the holiday or has been excused from such work by that employees' supervisor.
- d. An employee who works on Memorial Day, Independence Day, Labor Day, or the day after Thanksgiving shall be paid 1½ times that employee's straight time hourly rate for each hour worked.
- e. An employee who works on New Year's Day, Thanksgiving Day or Christmas Day shall receive 2 times that employee's straight-time hourly rate for each hour worked.
- f. An employee scheduled off on a holiday shall receive an additional day off with pay to be mutually agreed between Employer and the employee as follows: one days' pay of 8 hours for employees working 40 hours per week. Employees whose normal workday is less than 8 hours, shall receive pay equal to that received for hours normally worked.
- g. If a paid holiday as set forth in Section 1a occurs during an employee's vacation period, that employee shall be granted an additional day off.

ARTICLE V VACATION

Section 1 – Pay in Lieu of Vacation

Pay in lieu of vacation shall not be allowed. Exceptions may be made at Employer's discretion when necessary for its benefit or convenience or in cases of extreme hardship.

Section 2 – Length

A vacation is based on the length of full-time service of each individual employee. It may be taken at any time after 6 months or more of continuous service on a prorated basis and by arrangement with the department head. It is granted with pay calculated at regular straight-time rates or prorated for eligible regular part-time employees. All employees who have completed one (1) or more continuous years of active service shall receive paid vacations according to the following schedules:

- a. 0 years but less than 4 years, 2 weeks (80 hours).

- b. 4 years but less than 10 years, 3 weeks (120 hours).
- c. 10 years but less than 15 years, 4 weeks (160 hours).
- d. 15 or more years, 5 weeks (200 hours).

Section 3 – Amount of Pay

A day's pay for vacation purposes shall be granted according to the usual number of hours worked regularly by the employee. Thus, an employee regularly working 8 hours per day shall receive 8 hours' pay for each day of paid vacation, and an employee regularly working less than 8 hours shall receive pay equal to that received for hours normally worked.

Section 4 – New Employees

A regular full-time employee with 6 months or more but less than 1 year of continuous active service shall receive prorated vacation with pay at the rate of $\frac{1}{12}$ of the vacation applicable to the applicable classification for each full month of active service.

Section 5 – Part-time Employees

A regular part-time employee is one who works less than 40 hours but at least 20 hours per week.

Section 6 – Occasional Employees

Temporary and part-time employees working on an occasional or irregular non-continuous basis shall not be eligible for paid vacations.

Section 7 – Time of Payment

Vacation pay shall be received on the last working day before the commencement of the vacation period and shall be subject to all usual payroll deductions, provided that approved vacation requests are submitted to the payroll department at least 21 days in advance of that day.

Section 8 – Termination Vacation Pay

Employees with 6 months or more of service credit who are separated from the service of Employer shall be paid for vacation time accrued and not taken on a pro rata basis at the time of separation, except in instances of resignation, where notice of 72 hours is required.

Section 9 – Schedules

Vacation shall, insofar as possible, be granted at times most desired by employees, on a first-come, first-served basis, with longer service employees being given preference

should 2 or more employees submit similar vacation schedules on the same date. An employee shall request the desired vacation dates in writing. Employer shall notify that employee in writing of approval or denial of a requested vacation within 7 calendar days from the date the request is made. If an employee requests 3 or more weeks off, the vacation request shall be submitted at least 30 days in advance. The final right to schedule vacation periods is reserved by the Employer to insure orderly operation of the facility. Once a vacation request has been granted, Employer shall not alter an employee's vacation dates except in cases of bona-fide verifiable emergencies.

Section 10 – Illness During Vacation

If an illness of four or more days occurs during a vacation, then, at the employee's request, the affected employee may notify their supervisor, and the appropriate time will be changed to sick time if a doctor's note is provided.

ARTICLE VI WORKING CONDITIONS

Section 1 – Mandatory Coverage

All employees shall be covered by Workers Compensation Insurance, Federal Social Security Act, California State Disability Insurance and California State Unemployment Insurance.

Section 2 – Health and Welfare

Employer maintains for the employee the following additional benefits:

a. Health Insurance

1. All Full-time Employees and Part-time Employees Hired before 11/1/12.

Employer maintains a group health insurance policy available for those employees who are employed on a regular basis after 90 days of employment are completed. Employer shall provide 100% coverage for all full-time employees and for all part-time employees hired prior to November 1, 2012, for Kaiser Permanente and Healthnet with the dependent rates specified below, which shall be paid monthly to the California Health Insurance Trust (CHIT):

1 Dependent:	2 or More Dependents:
\$75.00 per month	\$100.00 per month

2. Part-time Employees Hired after 11/1/12.

Effective November 1, 2012, all part-time employees hired on or after November 1, 2012, by Gateways will qualify for medical and dental health benefits at a prorated cost, as indicated below:

20 hours = 50%
24 hours = 60%
30 hours = 75%
32 hours = 80%
36 hours = 90%

For dependent care coverage, part-time employees hired on or after November 1, 2012, will receive a prorated contribution based on their part-time status established at the time of hire (or adjusted thereafter), according to the prorated percentage scale above (20 hours = 50% of \$75.00 for 1 dependent or of \$100.00 for 2 or more dependents, 24 hours = 60%, etc.).

3. Waiver.

Any eligible full-time employee, and part-time employee hired before November 1, 2012, who declines/waives medical coverage shall receive additional compensation of \$175.00 per month. Part-timers hired on or after November 1, 2012, who decline/waive medical coverage shall receive a prorated portion of \$175.00 based on the prorated percentage scale above (20 hours = 50% of \$175.00, 24 hours = 60%, etc.).

4. Health Trust Agreement.

The employer agrees to be bound by the CHIT Trust Agreement, the Subscriber's Agreement, and the rules and regulations of the Trustees of the Trust Fund. The Employer, by mutual agreement of the Union, may seek a healthcare insurance option outside of CHIT, if premium rates are materially lower and coverage is comparable.

5. Indemnity Plan.

Employer shall contribute on behalf of employee participants in any indemnity plan offered by Employer an amount equal to the employee-only rate of the plan, plus \$75.00 for one dependent, and the employee-only rate plus \$100.00 for 2 or more dependents.

b. Retirement and Life Insurance

Employer shall make available to the employee an ERISA complying retirement program. Contributions are made by Employer and employee based on a percentage of the employee's salary. The retirement program shall comply with Internal Revenue Service Code 403(b). The coverage of the employer-paid life insurance benefit currently in effect shall be increased to (\$10,000.00) and shall be maintained during the term of this Agreement with the present or a different company. Employees may purchase additional life insurance coverage in

accordance with the provisions of this or another policy. Upon termination of employment, an employee may convert that employee's Group Term Life coverage to a Whole Life policy in accordance with the provisions of the policy in effect at that time.

c. Dental Plan

All regular full-time employees and part-time employees (20 hours or more) hired prior to November 1, 2012, and their dependents (spouse and insurance-eligible unmarried children) are entitled to current dental plans coverage. Employer shall contribute 100% of the amount equal to Delta Care for employee and dependents and contribute 100% Delta Premier for employee and \$47.00 for 1 (one) dependent/\$57.00 for 2 (two) or more dependents. All part-time employees hired by Gateways on or after November 1, 2012, will receive prorated coverage based on monthly hours worked, according to the same prorated percentage scale specified under Section A. Health Insurance.

d. Vision Plan

The Employer shall make an optional vision care plan available for all regular full-time and part-time employees (20 hours or more) and their dependents for the life of this Agreement, at the cost of the employee.

e. Open Enrollment

Each year, the Employer shall conduct open-enrollment meetings on all benefit options, including flex accounts, accessible to all employees.

ARTICLE VII LEAVES

Section 1 – Leaves of Absence

Any employee shall be granted a leave of absence without pay in accordance with applicable Federal and State laws, including but not limited to the Federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), the California Pregnancy Disability Leave Act, and California Workers Compensation laws (referred to as "Statutory leave"). In addition to such statutory leave, leaves of absence without pay may be granted to any employee who has been employed by Employer for a continuous period of 1 year or more in accordance with the following:

- a. Sick leaves of absence shall be granted for a period not to exceed 90 days for an employee with less than 3 years of service, provided the employee can provide bona fide proof that the leave of absence is medically necessary. For an employee with 3 or more years of service such leaves of absence shall be granted for a period not to exceed 150 days, provided the employee can provide bona fide

proof that the leave of absence was medically necessary. Sick leaves of absence may be extended for additional increments of 30 days. All sick leaves of absence will run concurrently with any applicable statutory leave.

The Company will continue to pay its normal contributions toward the employee's group health insurance coverage (including medical, dental and life) for a maximum of 3 months, unless otherwise stipulated by law. After such time, the employee should arrange for continuation of health insurance coverage under COBRA.

- b. Personal leaves of absence not to exceed 60 days per year may be granted for good cause when applied for in writing in advance of the leave. A request for leave due to paternity may be considered as good cause for a personal leave of absence. Employer in cases of bona fide verifiable emergencies may in its reasonable discretion waive advance written notice requirements.
- c. **Industrial Injury or Illness.** Employees on a leave due to industrial illness or injury shall be given a leave for the duration of the illness up to a maximum of 2 years. If an employee is only temporarily or partially disabled and capable of performing some other duties which will not endanger other employees or that employee's recovery, Employer shall, pending recovery, place the employee to work in a job that the employee is qualified to perform at the employee's current rate of pay when such work is available.

The Company will continue to pay its normal contributions toward the employee's group health insurance coverage (including medical, dental, and life) for a maximum of 3 months, unless otherwise stipulated by law. After such time, the employee should arrange for continuation of health insurance coverage under COBRA.

- d. **Return from leaves.** Upon return from such approved leaves per the requirements above (FMLA/CFRA, Sick leave of absence, personal leave, Industrial Injury/Illness, etc.), an employee must be returned to his or her original job or to an "equivalent" job, which means virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions. Additionally, the employee's use of such leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using (but not necessarily during) such leave. 2 weeks' written notice of a return from leave of absence must be given to Employer.

An employee who seeks a leave of absence in excess of 90 days for an employee with less than 3 years of service or 150 days for those employees with 3 or more years of service (except where more per statutory law) shall not be guaranteed reinstatement to the same shift or position which the employee left at the time

the employee chooses to return, but Employer shall place that employee on a preferential rehire list for the first available position.

- e. **Coverage.** Employer shall be responsible for accommodating the work load or arranging for temporary staff as needed to fill in for employees on vacations or leaves.
- f. No employee shall be compelled to take vacation time during a medical leave of absence.
- g. All leaves shall be requested in writing on a form provided by Employer, and employees shall be provided with a copy of such form with the determination stated thereon.
- h. Each employee on an approved leave of absence shall continue to accrue seniority for up to 60 days during such leave unless the leave is a worker's compensation leave but shall not accrue any benefits other than those specified in paragraph "j" below.
- i. No employee while on leave of absence shall lose previously accrued benefits or seniority.
- j. For employees on statutory leaves (including FMLA, CFRA, Pregnancy Disability Leave, Disability Leave, and Worker's Compensation Leave, etc.) the Company will continue to pay its normal contributions toward the employee's group health insurance coverage (including medical and dental) for a maximum of 3 months, unless otherwise required by law. After such time, the employee should arrange for continuation of health insurance coverage under COBRA.

The Company will not make any contribution toward health insurance coverage (including medical and dental) for any employees on a personal or education leave of absence beyond thirty (30) days. Employees who desire to continue such coverage during an educational or personal leave of absence, may be eligible to continue coverage under COBRA, at the employee's cost.

- k. Engaging in self-employment or employment for another employer, without approval of Employer, during the leave of absence period or failure to return from leave of absence at the specified time without express extension of time in advance shall be considered a voluntary resignation without notice as of the beginning of the leave of absence period.

Section 2 – Military Service

A leave of absence without pay for service in the United States Armed Forces shall be granted in accordance with federal law.

Section 3 – Sick Leave

- a. Sick leave-pay allowances (“sick time”) shall be granted according to the following schedule only to compensate for the time actually lost because of illness or injury, including doctors or dental appointments, to care for a sick child or family member, or for reasons of disability. In addition, employees shall also be allowed to utilize up to one-half of their annual paid sick leave accrual to attend to an illness of their child, parent, spouse or domestic partner. Child means a biological, foster or adopted child, a stepchild, or a legal ward. Parent means a biological, foster or adoptive parent, a stepparent, a person standing in loco parentis, or a legal guardian. Sick leave pay taken to attend to **the** illness of an employee’s child, parent, spouse, or domestic partner shall not be used as a basis for discipline, discharge, demotion, or suspension. Sick leave pay taken to attend to one’s own illness shall not be used as a basis for discipline, discharge, demotion, or suspension unless there is a clear, documented pattern of abuse.
- b. 1 day of sick leave pay shall be accrued for each month of employment after the first month of full-time continuous service, or 12 days a year. However, sick leave pay taken during the first 60 days of employment shall be accrued but not reimbursed.
- c. The amount of sick leave pay benefits allowed for regular part-time employees (20 hours or more) shall be prorated according to the number of hours usually worked.
- d. An employee who has at least 6 or more days of unused, accrued sick leave pay remaining as of that employee’s annual anniversary date may elect to receive $\frac{1}{2}$ of that remaining amount as a cash award, and the other $\frac{1}{2}$ shall be entered into that employee’s accrual account for later use as accrued sick leave pay. An employee who has less than 6 days of unused, accrued sick leave pay remaining as of the annual anniversary will have that total accrued balance entered into that employee’s accrual account for later use as accrued sick leave pay. Each year the employee who has accrued and maintained 60 days (480 hours) of unused sick leave pay in that employee’s accrual account as of that employee’s annual anniversary date of each year shall be eligible to receive 100% of the unused, accrued sick leave pay remaining from the current year’s accrual. Employees who have drawn sick leave pay from their accrual account, so that the balance on their anniversary date is less than 60 days (480 hours), cannot be eligible for this benefit.
- e. Employer may require proof of illness and the necessity for leave. A doctor’s statement may be required after the third consecutive day.

- f. A sick leave pay allowance shall not be granted to an employee when the sickness or injury is due to proven intoxication, proven use of drugs (other than accidental reaction to medication prescribed in the treatment of an ailment) or to willful act of an employee with the intention of self-injury or another; or in those cases which are covered by Worker's Compensation Insurance or State Disability Insurance at the option of the employee.
- g. Sick leave pay shall, when appropriate, be integrated with State Disability Insurance or Worker's Compensation Insurance.

Section 4 – Bereavement Leave

- 1. When death occurs in the immediate family of an employee, the employee shall be entitled to a leave of absence of 3 days with pay. In cases where the funeral is more than 500 miles from the employee's home, the employee may take an additional 2 days with pay. Bereavement leave shall be extended if necessary at management's discretion, which shall not be unreasonably withheld. The extension can be taken from accrued vacation, holiday, or without pay at the employee's discretion.

Immediate family is defined as spouse, mother, father, mother-in-law, father-in-law, child, sister brother, stepchild, step parents, grandmother, grandfather, domestic partner, legal guardian or legal ward. Employer may require proof of death.

A person shall be defined as a domestic partner of an employee only if all of the following requirements are met:

- a. The individuals reside together in the same residence, are jointly responsible for each other's common welfare and financial obligations and can submit proof of such relationships as maybe required.
- b. The individuals are each other's sole "domestic partner" and have been such for at least 6 consecutive months at the time of the bereavement. If either of the domestic partners is married, bereavement leave does not extend to the family of the married partner.
- c. The persons are at least 18 years of age.

Section 5 – Union Leaves of Absence

One employee per contract year, who has at least 1 year of service, shall be granted an unpaid leave of absence in order to perform work for Union upon request by the employee and authorization by Union with 14 days' notice to Employer. Such leave may be for any duration up to 1 year in length. Employer shall return the employee to

the same job position held with no loss of seniority and with any intervening increase in wages or benefits applied as if that employee had been working. Employee must give Employer at least 14 days' notice of return to work. Two employees per contract year shall be granted unpaid leave, not to exceed 2 weeks, in order to perform work for Union, provided that the employees are from different classifications.

Other Leave Provisions

All persons hired to replace employees who are on leave of absence shall be so advised and informed of the approximate date the regular employee is expected to return from leave.

An employee on any leave of absence who will not be returning on the expected return date must notify Employer at least 3 days in advance. Employer shall grant an extension of a leave only if the amount of the extension and the reason is reasonable. If the employee does not return on the expected return date and has not notified employer of such, continued employment shall not be guaranteed. Extenuating circumstances shall be considered.

Section 6 – Jury Duty

An employee called for Jury Service will be paid for a period of up to five (5) days and shall receive for each day of Jury Service, on days he/she otherwise would have worked, the difference between his/her regular straight-time day's pay and the amount of jury pay. The difference is to be paid by the Employer. The employee must show proof of Jury service and the amount of jury pay. All employees called to Jury duty shall inform the court of the five-day limit to compensation in order to prevent any loss of compensation.

On any day of jury duty in which an employee is excused entirely or in sufficient time to permit him/her to return to work for at least four hours of his/her regular shift, he/she will be required to do so.

In the event jury duty will seriously impact on the operation of the clinic because of its particularly untimely nature, the Employer may request, and employee shall submit, a request to the Court for a delay in jury duty to a later date provided that Employer shall respect all scheduled vacations or floating holidays.

Section 7 – Conference or Workshop Attendance

- a. A maximum of 3 days with pay per year may be granted to all employees in a classification where a license or certification is required for attendance at programs providing continuing education credits.

- b. Employer may also provide in service programs covering licensure and certification programs which employee may alternatively select to attend in lieu of the above paid leave. In all cases such programs must be related to the employee's field of work and be appropriate to the employee's job. Employees shall be required to furnish proof of attendance at all outside programs in order to receive paid leave.
- c. Regular, part-time employees who regularly work 40 hours or more but less than 80 hours per biweekly pay period shall be eligible for prorated, paid education leave benefits on the basis of the average hours actually worked. To be eligible for these programs, qualified employees must obtain approval in writing from their department head prior to selection or attendance of the above programs. In all cases, such programs must be related to the employee's field of work and be appropriate to the employee's job or discipline. Employees shall be required to furnish proof of attendance of all outside programs in order to receive paid leave.

Section 8 – Tuition Reimbursement

Employees are eligible to apply in advance for education assistance after 6 months of full-time employment. The decision on such applications shall be subject to Employer's approval, which Employer shall not unreasonably withhold. If it approves, Employer shall reimburse such employees up to (\$400.00) per employment anniversary year for tuition and books at high school, college or professional level for courses taken at a generally accredited or accepted organization or institution of learning. The \$400.00 reimbursement may be exceeded at Employer's discretion. To insure reimbursement, the following conditions must be met: (1) courses taken must directly relate to the employee's job, be a requisite course leading to a degree which is job-related, or be related to training or attainment of a degree, certificate or license which would enable the employee to qualify for another job at Employer's facility; (2) courses must be taken on an employee's own time; (3) employees must complete such courses with a passing grade ("C" or better); and (4) the employee must submit evidence of that employee's grades, together with tuition and book receipts. Employees shall be reimbursed no later than the first payroll period after producing evidence of grades and tuition and book receipts. Employees who terminate their employment prior to completing a course shall not be reimbursed.

ARTICLE VIII TERMINATION OF EMPLOYMENT

Section 1 – Notice

If an employee is terminated, Employer shall notify the employee affected not later than the time of the employee's departure from the premises of Employer at the end of that employee's last shift. If Employer fails to notify the employee, and the employee reports

for work on the employee's next regular workday but is not allowed to work, such employee shall receive 1 day's pay for reporting for work.

Section 2 – Dismissal for Cause

- a. The Employer will maintain a fair and consistent policy of progressive discipline. Some of the conduct which may constitute just cause for dismissal is as follows: violation of Employer rules and regulations; intoxication or use of narcotics; or unless authorized, possession of intoxicants or narcotics on the premises; unauthorized fraternization or socialization with patients; theft; falsification of records; insubordination; excessive absenteeism or tardiness; neglect of duties, conduct, willful or negligent, which jeopardizes service to patients or may endanger the life of patients, fellow employees, volunteers or visitors; discourteous treatment of patients, co-workers or the public; and in general, any conduct which would normally be considered a breach, express or implied by law, of the conditions of employment or as improper and unacceptable on the part of Employer but, subject by employee to Article X, Disputes (Grievance Procedure).
- b. Employer shall work with an employee's substance abuse problem by referring said employee to a substance abuse program (internal or external), provided that employee first reaches out to Employer for help.

ARTICLE IX SENIORITY

Section 1 – New Employees

- a. All new employees shall be on probation during their first 90 days of continuous employment from their most recent hire date. Discharges during this period are at Employer's discretion and are not subject to the grievance procedure.
- b. Bargaining Unit seniority is defined as the period of continuous employment from the most recent date of hire that a full-time or part-time employee works in a job classification covered by this Agreement. Bargaining unit seniority shall not be adjusted for leaves of absence or prorated according to hours worked as of the effective date of this Agreement. An employee who terminates employment and returns within 4 months shall accrue seniority as of the date of termination and resume seniority on the date of return with no loss of benefits. If an employee returns after 4 months, seniority shall be lost and a new seniority date shall be established as of the new hire date.

Section 2 – Reduction in Force

In the event of a reduction in force, Employer agrees to give Union 30 days' notice in writing (to the designated Union Representative and designated Senior Lead Steward) of the affected classifications and employees.

The parties recognize that reductions in force are extremely serious matters, and that even the most well-intentioned procedures may result in unintended applications. Therefore, the parties agree to communicate, and meet prior to any reduction in force to discuss the reasons for and the efforts on the part of Employer to minimize the impact on the employees and the operation of the business.

Reduction in force shall be defined as (1) the elimination of an employee's position in a department; (2) reduction in head count in a department; (3) reduction from full-time to part-time or per diem status; (4) reduction in hours of a part-time employee which results in a status change to per diem and in the loss of health and dental coverage or any other benefit.

In the event of a reduction in force, all employees in the affected classifications shall be offered the right to elect a voluntary layoff status (not to exceed the reduction in force requirement) or apply and have an interview arranged with the appropriate program director(s) for any open position for which they are qualified in any of Employer's facilities. Employer will make every effort to place a laid off employee in an open position for which they qualify.

If there are more volunteers than layoffs required, the principle of seniority (i.e., the most senior) shall prevail. If there are no volunteers seniority by classification shall prevail with the least senior employee impacted. If seniority is equal among two or more people, then merit and ability per job performance shall prevail.

Any employee laid off shall receive two weeks' severance pay at that employee's current rate of pay and one month's coverage of Health and Dental insurance for one month past the month of layoff.

Section 3 – Recall

Employees on layoff status or whose status was changed as a result of reduction in hours, classification or wage schedule shall have recall rights for 12 months in accordance with the following paragraph of this Section.

Shift preferences shall be based on seniority by classification as vacancies occur. No new employee within an affected classification shall be hired until such time as all employees within the affected classification on layoff status have been offered reinstatement.

In the event of any recall, the designated Lead Union Steward and Union Representative shall be given notice in writing 14 days prior to the recall.

Section 4 – Termination of Seniority

Termination of seniority shall occur in the following cases:

- a. termination of employment (discharge for just cause or resignation);
- b. continued absence following the expiration of a leave of absence or vacation or authorized extension;
- c. absence from work for 3 consecutive workdays without notice to Employer; an employee shall be terminated for failing to call in or show at the end of 3 days from the date the employee was required to be back to work unless the employee has a provable bona fide serious emergency, which precluded contact within the first 3 days, but which is communicated to Employer in any event no later than 6 days from the date the employee was supposed to return to work; the employee shall not be terminated if the employee returns to work on the date communicated to Employer, which date must in no event be later than the end of the emergency; or
- d. failure to return from layoff within 14 days of recall (or no later than 21 days under extenuating circumstances) sent to the employee's listed address in the personnel file.

Section 5 – Job Postings

- a. All job vacancies within the bargaining unit shall be posted by the Employer at each facility, program site, in each unit of the main facility and adjacent sites on the bulletin board for 7 calendar days where employees can see such postings. All job postings shall include classification, shift, and number of hours per week, pay grade and qualifications. Employees are encouraged to submit internal applications for those positions for which they would like to be considered. In addition, a copy of the postings shall be sent electronically to each program director for posting at the individual sites and to the Union Representative and designated Lead Stewards.
- b. All qualified employees who have submitted an internal application within the 7-day posting period shall be considered prior to outside applicants. Where 2 or more qualified employees have submitted an application for the same job or shift, seniority shall prevail providing merit and ability are equal.

- c. In addition to skills and ability, to be considered “qualified” an employee must have a good attendance record with no reoccurring disciplinary action warnings for the last 12 months. Extenuating circumstances may be considered.
- d. All qualified employees who have submitted an application after the 7-day posting period shall be given equal consideration with outside applicants. Internal applications shall remain active for a period of 6 months from the date of request and those applications will be considered prior to outside applications. A position must be posted before an internal application may be submitted. The Human Resources Department shall maintain a file and provide such applications to supervisors in departments where such vacancies occur.

ARTICLE X GRIEVANCE PROCEDURE

Section 1 – General Principles

Definition. For the purpose of this Agreement a grievance is defined as a dispute between the parties as to the interpretation or application of any express provision of this Agreement. The grievance must set forth the specific section(s) of this Agreement alleged to have been violated and the specific remedy sought.

Group grievances. A group grievance may be filed in cases where there is a dispute between the parties as to the interpretation or application of any express provision of this Agreement which involves two or more employees with the same or similar dispute. All group grievances (affecting 2 or more employees) shall be referred immediately to Step Two of this procedure within 10 business days of the event.

Procedural matters. The following procedure shall be applied and relied upon by both parties as the sole and exclusive means of seeking adjustment of and settling grievances:

- a. On any given disciplinary matter, management will make every effort to conduct investigations fairly and in a timely manner. Disciplinary notices shall be issued within five (5) business days of the conclusion of the completed investigation.
- b. Any grievance not timely filed is deemed waived by the aggrieved party.
- c. For the purposes of this Article a business day is defined as any day Monday through Friday excluding holidays.

Section 2 – Right to Representation. Investigatory Meeting. Gateways shall notify the employee’s chosen Steward (or the Lead steward if the employee does not designate a steward) of any investigatory meeting involving an Employee. If the notified Steward cannot attend the investigatory meeting, another Steward, or Alternate and the supervisor of that Steward, shall be notified of the meeting. The Steward may be

present at any such meeting to represent the Employee unless the Employee specifically and in writing declines the representation or the presence of the Steward.

Section 3 – Disciplinary Meeting. Gateways shall notify the employee’s chosen Steward (or the Lead steward if the employee does not designate a steward) and/or Union Representative of any meeting at which the Employee will be disciplined or discharged. The supervisor of that Steward shall be notified of the meeting. The Steward or Union Representative may be present at any such meeting to represent the Employee unless the Employee specifically and in writing declines the representation or the presence of the Steward or Union Representative.

Section 4 – Steward Participation

Grievances necessitating immediate action may be handled during working hours without loss of pay, and stewards shall be allowed a reasonable period of time to process such grievances. Stewards shall be allowed to attend all grievance meetings with Employer without loss of pay.

Section 5 – Grievance Steps

Informal Step. Prior to the filing of any grievance, except for grievances protesting discipline, an informal discussion shall be held in an attempt to resolve the dispute. The purpose of the informal step is to resolve disputes in a timely manner at the lowest level possible between the affected employee and management parties. Stewards may participate in this step.

Step One. All grievances shall be initiated at Step One except for grievances alleging discrepancies in wages, benefits, group grievances or discharge. Each grievance arising under this Agreement shall be presented on a signed, written grievance form provided by the Union. The grievance shall be submitted by the employee, union steward or representative to the employee’s first level supervisor within fifteen (15) business days after the grievant had knowledge or should have had knowledge of the event, whichever occurs first. All discharge grievances shall be referred immediately to Step Three of this procedure within ten (10) business days from the date of the discharge.

Within ten (10) business days after submission of the grievance a meeting shall be held at which the immediate supervisor shall be present. A higher level supervisor may participate at this step, however, that supervisor may not be within the grievant’s chain of supervision. The first level supervisor shall respond in writing to the grievant and the Union Steward within ten (10) business days after the grievance meeting.

Step Two. For the grievance to be considered further, the Union shall move the grievance (using the original or a copy of the grievance form) to the Department Head or second level designee within ten (10) business days after receipt of the response from the first level supervisor. Within ten (10) business days after receipt of the grievance

form, the Department Head or designee shall meet with the grievant, the Steward and/or the Union Representative in an attempt to resolve the dispute.

Step Three. For the grievance to be considered further, the Union shall move the grievance (using the original or a copy of the grievance form) to the Human Resources Director within ten (10) business days after receipt of the response from the Department Head or second level designee. Within ten (10) business days after receipt of the grievance form, the Human Resources Director shall meet with the grievant, the Steward and/or the Union Representative in an attempt to resolve the dispute. Grievances involving a discharge shall be introduced at this Step.

Section 6 – Time Limits

By mutual agreement between Union and Employer the time limits of any step of the grievance procedure may be extended. If either party fails to answer or appeal a grievance within the time limits in any step of the grievance procedure, the matter shall be automatically dropped or advanced to the next step.

Section 7 – Disciplinary Notices

The Employer agrees to provide the Union with copies of all written Notices of Discipline and Notices of Unsatisfactory Job Performance within seven (7) business days, after their issuance to employees.

Notices of Discipline and Notices of Unsatisfactory Job Performance shall not be used for further discipline after eighteen (18) months of their issuance.

ARTICLE XI ARBITRATION

Section 1 – Time and Procedures to Request

If the grievance is not settled pursuant to the steps in the Grievance Procedure, and it involves the interpretation, application or claimed violation of any of the specific provisions of this Agreement, then either party may, within 10 calendar days after written appeal notification requirements in Article X, Section 3, Step 3, submit the grievance to arbitration as follows: Employer or Union shall contact the nearest office of the Federal Mediation and Conciliation Service (“FMCS”) and request a panel of 9 arbitrators. If an arbitrator cannot be agreed upon, the parties shall follow the FMCS procedures for selecting an arbitrator, provided that Employer and Union shall have 15 calendar days alternatively to strike names from the submitted list of prospective arbitrators.

Section 2 – Arbitrator’s Powers and Cost of Arbitration

- a. The Arbitrator shall be empowered, except as its powers are limited below, to make a decision in cases of alleged violations of rights expressly granted by this Agreement. The Arbitrator shall have no power:
 - (1) to add to, or subtract from or modify any of the terms of this Agreement;
 - (2) to establish wage scales or change any wage scales or to establish new wage rates;
 - (3) Both parties shall share equally the cost of the Arbitrator. The decision of the Arbitrator, insofar as it is consistent with the provisions of this Agreement and otherwise not arbitrary or unreasonable, shall be binding on the parties.

ARTICLE XII NO STRIKE/NO LOCKOUT

It is the mutual intent of the parties that the procedures set forth herein shall serve as a means of peaceful settlement for all disputes that may arise between them, whether grievable or non-grievable. Neither Union nor any of its agents or members shall individually, collectively, concertedly or in any manner whatsoever engage in, incite, participate in, aid or condone, whether directly or indirectly, any picketing, refusing to cross a picket line, strike, sit down, stay-in, slowdown, work stoppage, withholding of work or other interference with work; and Employer shall not during the term of this Agreement lock out any of the employees covered by this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or practice otherwise made unlawful by any Federal, State or local law shall excuse the employees, Union or Employer from their obligations under this Article.

ARTICLE XIII MANAGEMENT RIGHTS

Section 1 – In General

Except as explicitly limited by a specific provision of this Agreement, Employer shall continue to have the exclusive right to take any action it deems appropriate in the management of its business and direction of the workforce in accordance with its judgment. All inherent and common law management functions and prerogatives which Employer has not expressly modified or restricted by a specific written provision of this Agreement are retained and vested exclusively by Employer.

Section 2 – Specific Rights

Employer specifically reserves the exclusive right in accordance with its judgment to reprimand, suspend, discharge or otherwise discipline employees for cause; hire,

promote, rehire, demote, transfer, layoff and recall employees to work; determine the starting and quitting time and the number of hours and shifts to be worked; maintain the efficiency of employees; close down the facility or any part thereof or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; control and regulate the use of equipment and other property of Employer; determine the number, location and operation of its facilities and departments thereof; the services to be rendered, the schedules and assignments of work and the size and composition of the workforce; to contract out services to be rendered, make or change rules, policies and practices not in conflict with the express provisions of this Agreement; introduce new or improved research, development, maintenance, services and methods, supplies and equipment and otherwise generally manage its business, direct the workforce and establish terms and conditions of employment except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE XIV JOINT UNION AND LABOR MANAGEMENT COMMITTEE

- a. Every other month, representatives from both the Union and the Employer shall meet in order to confer on issues of mutual interest and concerns. No more than **four (4)** shop stewards shall be released from their regular assigned duties on Employer paid time in order to attend these meetings. The meeting shall last no more than two (2) hours except by mutual consent. Written agendas of matters to be discussed shall be provided by both parties at least one (1) week before each scheduled meeting. If neither party has any items for the agenda, the meeting shall be deemed canceled. Meetings may be postponed by mutual agreement.
- b. In addition to issues covered in the Collective Bargaining Agreement, regular agenda items for discussion shall include issues of productivity, workload, and health and safety; discussions on any given issue may be tabled by mutual agreement.

ARTICLE XV UNIFORMS

Section 1 – Uniforms

Employer shall provide three (3) wearable uniforms to the Dietary, Housekeeping, and Nursing Departments, to be returned on termination. The selection and style shall be determined by mutual agreement.

Section 2 – Other Employees

Employees with 90 days of service shall have all uniforms furnished and maintained by Employer, who shall replace them as necessary, as current practice.

ARTICLE XVI PROPERTY DAMAGE

Damage to personal property, such as clothing, eye glasses, jewelry and such other personal effects of employees caused by patient contact in the course of duty, shall be compensated for by Employer. Employer must, within a reasonable length of time not to exceed 14 days after notice compensate for damages covered by this Article. No loss due to the employee's own negligence or carelessness or to theft, burglary or vandalism by any outside source shall be compensated for.

ARTICLE XVII SUBCONTRACTING

Section 1 – Notice

There will be no subcontracting of Housekeeping or Dietary personnel. Management agrees that subcontracting is a last resort option, and shall make every effort to avoid subcontracting of any other bargaining unit classifications for the duration of this Agreement. If Employer finds it necessary for economic reasons to subcontract all or part of any other operation currently performed by bargaining unit employees, Employer shall serve 60 days' notice to Union prior to the beginning of such subcontracting. Within 14 days of giving notice, the parties shall meet to discuss all possible alternatives prior to subcontracting.

Section 2 – Assistance to Displaced Employees

Employer shall use its best efforts to secure the hiring of the displaced employees by the subcontractor. Employer shall endeavor to assist any employee who becomes displaced due to subcontracting in securing new employment. If an employee is displaced, as a result of subcontracting, Employer shall attempt to place that employee in another position with Employer subject to job availability and requirements. However, the displaced employee(s) shall have recall rights based on seniority, subject to Article IX, Seniority into any job vacancy. Employer shall also assist each employee with outplacement if that employee cannot be placed elsewhere or does not want to fill a job opening offered by Employer.

Section 3 – Use of Registry or Agency Personnel

Employer shall be permitted to utilize registry or agency personnel for purposes: of replacement coverage, provided: (a) all part-time, per diem and full-time employees are first offered available hours (not to exceed 48 hours in any 1 workweek); (b) it shall not be the practice of Employer to displace any bargaining unit employee through utilization of registry personnel or to replace terminated bargaining unit employees with registry personnel on a permanent basis.

ARTICLE XVIII SEVERABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIX GENERAL CONDITIONS

Section 1 – Entire Agreement

This Agreement constitutes the entire contract between the parties governing wages, hours and conditions of employment of the employees in the bargaining unit during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, Union and Employer expressly waive the rights during the term of this Agreement, except as noted in Article XX hereof, to demand negotiations upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or has been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

Section 2 – Per Diems

The use of per diem employees shall not result in a reduction in scheduled hours for regular employees.

Section 3 – Safety

Employer shall make every effort to provide working conditions, which are free of health and safety hazards. Employer shall comply with Federal and California Occupational Health Codes. Each worksite shall have a Health and Safety Committee comprised of site management and a representative number of site employees (to be rotated as needed and to be determined by Union and Management leadership at each site) to work on site-specific concerns. For agency-wide concerns, the Union will address such health and safety and environment of care issues through the Joint Labor Management Committee.

Section 4 – Stress Management Program

Employer shall provide employees with an independent stress management program, such as the Employee Assistance Program (EAP) or an equivalent entity, which shall be made available to employees at no cost and for which employees may register and attend on their own time.

Section 5 – COPE Contributions

Employer shall honor contribution deduction authorizations from its employees who are Union members in the following form:

I hereby authorize the Employer to deduct from my pay the bi-weekly sum of \$___ and to forward that amount to the SEIU Local 721 Committee On Political Education (COPE). This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the SEIU Local 721 COPE are not conditions of membership in the Union or of employment with Employer, and that the SEIU Local 721 COPE will use the money it receives to make political contributions and expenditures in connection with its political program.

Section 6 – New Hire Union Orientation

At all sessions or meetings where new employees receive orientation or other information regarding their employment with Employer, Union shall be allowed to be present in such meetings or sessions and explain the coverage of this Agreement obligations of Union membership and to provide all other pertinent information to the employees regarding Union.

Section 7 – Performance Evaluations

Employees' Performance evaluations shall be done on an annual basis and shall be issued and reviewed with each employee within 42 days following the employee's anniversary date of hire. Such evaluations shall be for coaching, mentoring, staff development and performance improvement purposes, and shall not be disciplinary in nature. Performance issues not previously discussed or referenced during the timeframe being covered by the performance evaluation shall not be utilized as a basis for evaluation.

ARTICLE XX CAREER LADDER

The parties shall jointly establish a career ladder program, which shall include paid education leave in an amount not less than the amount currently provided in the Agreement and a description of the educational requirements for receiving upgrades.

ARTICLE XXI SUCCESSORSHIP

The parties agree that in the event that the owner or management of operations, programs or services covered by the Collective Bargaining Agreement are changed by the sale, merger, transferred or in any other manner modified, the Collective Bargaining Agreement shall be included as a condition of such change or transfer and shall run to its conclusion as the contract of the successor employer. Additionally, the Employer

agrees to contractually bind the successor employer to hire all bargaining unit employees in their current classification at the time of transfer, and to carry over and honor all accrued seniority for all purposes including all paid time off accounts.

ARTICLE XXII DURATION OF AGREEMENT

This Agreement shall be effective from November 1, 2011, and shall terminate at midnight, October 31, 2014, unless the parties mutually agree in writing to extend it.

Appendix A – To remain in effect, changes to take place accordingly based on Article 3 Compensation

Gateways Hospital & Mental Health Center
 Union Employees
 November 12, 2012

**Hourly Employees
 2011–2014**

Activity Coordinator / Medication Tech / Phlebotomist

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$13.45	\$13.72	\$13.99	\$14.28	\$14.56	\$14.84	\$15.15	\$15.44
Per Diem	Current	\$14.26	\$14.54	\$14.83	\$15.14	\$15.43	\$15.73	\$16.06	\$16.27
Full Time	7/1/2012	\$13.58	\$13.86	\$14.13	\$14.42	\$14.71	\$14.99	\$15.30	\$15.59
Per Diem	7/1/2012	\$14.39	\$14.69	\$14.98	\$15.29	\$15.59	\$15.69	\$16.22	\$16.53
Full Time	11/1/2012	\$13.72	\$14.00	\$14.27	\$14.56	\$14.86	\$15.14	\$15.45	\$15.75
Per Diem	11/1/2012	\$14.54	\$14.84	\$15.13	\$15.43	\$15.75	\$16.05	\$16.38	\$16.70
Full Time	11/1/2013	\$13.86	\$14.14	\$14.41	\$14.71	\$15.01	\$15.29	\$15.60	\$15.91
Per Diem	11/1/2013	\$14.69	\$14.99	\$15.27	\$15.59	\$15.91	\$16.21	\$16.54	\$16.86

Case Aid / Mental Health Counselor

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$15.99	\$16.31	\$16.63	\$16.95	\$17.30	\$17.65	\$18.00	\$18.37
Per Diem	Current	\$16.95	\$17.29	\$17.63	\$17.97	\$18.34	\$18.71	\$19.08	\$19.47
Full Time	7/1/2012	\$16.15	\$16.47	\$16.80	\$17.12	\$17.47	\$17.83	\$18.18	\$18.55
Per Diem	7/1/2012	\$17.12	\$17.46	\$17.81	\$18.15	\$18.52	\$18.90	\$19.27	\$19.66
Full Time	11/1/2012	\$16.31	\$16.63	\$16.97	\$17.29	\$17.64	\$18.01	\$18.36	\$18.74
Per Diem	11/1/2012	\$17.29	\$17.63	\$17.99	\$18.33	\$18.70	\$19.09	\$19.46	\$19.86
Full Time	11/1/2013	\$16.47	\$16.80	\$17.14	\$17.46	\$17.82	\$18.19	\$18.54	\$18.93
Per Diem	11/1/2013	\$17.46	\$17.81	\$18.17	\$16.51	\$18.89	\$19.28	\$19.65	\$20.07

Case Coordinator/ Child & Family Specialist

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$18.55	\$18.92	\$19.31	\$19.69	\$20.07	\$20.49	\$20.86	\$21.32
Per Diem	Current	\$19.66	\$20.06	\$20.47	\$20.87	\$21.27	\$21.72	\$22.13	\$22.60
Full Time	7/1/2012	\$18.74	\$19.11	\$19.50	\$19.89	\$20.27	\$20.69	\$21.09	\$21.53
Per Diem	7/1/2012	\$19.86	\$20.26	\$20.67	\$21.08	\$21.49	\$21.93	\$22.36	\$22.82
Full Time	11/1/2012	\$18.93	\$19.30	\$19.70	\$20.09	\$20.47	\$20.90	\$21.30	\$21.75
Per Diem	11/1/2012	\$20.07	\$20.46	\$20.85	\$21.30	\$21.70	\$22.15	\$22.55	\$23.06
Full Time	11/1/2013	\$19.12	\$19.49	\$19.90	\$20.29	\$20.67	\$21.11	\$21.61	\$21.97
Per Diem	11/1/2013	\$20.27	\$20.66	\$21.09	\$21.51	\$21.91	\$22.38	\$22.80	\$23.29

Discharge Planner

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$17.64	\$17.97	\$18.36	\$18.72	\$19.09	\$19.48	\$19.86	\$20.26
Per Diem	Current	\$18.70	\$19.05	\$19.46	\$19.84	\$20.24	\$20.65	\$21.05	\$21.48
Full Time	7/1/2012	\$17.82	\$18.15	\$18.54	\$18.91	\$19.28	\$19.67	\$20.06	\$20.46
Per Diem	7/1/2012	\$18.89	\$19.24	\$19.65	\$20.04	\$20.44	\$20.85	\$21.26	\$21.69
Full Time	11/1/2012	\$18.00	\$18.33	\$18.73	\$19.10	\$19.47	\$19.87	\$20.26	\$20.66
Per Diem	11/1/2012	\$19.08	\$19.43	\$19.85	\$20.25	\$20.64	\$21.06	\$21.48	\$21.90
Full Time	11/1/2013	\$18.18	\$18.51	\$18.92	\$19.29	\$19.56	\$20.07	\$20.46	\$20.87
Per Diem	11/1/2013	\$19.27	\$19.62	\$20.06	\$20.45	\$20.84	\$21.27	\$21.69	\$22.12

Hourly Employees 2011–2014

Facilitator I

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$21.65	\$22.10	\$22.54	\$23.00	\$23.46	\$23.92	\$24.40	\$24.89
Per Diem	Current	\$22.96	\$23.43	\$23.89	\$24.38	\$24.87	\$25.36	\$25.86	\$26.38
Full Time	7/1/2012	\$21.88	\$22.32	\$22.77	\$23.23	\$23.69	\$24.15	\$24.64	\$25.14
Per Diem	7/1/2012	\$23.19	\$23.66	\$24.14	\$24.62	\$25.11	\$25.61	\$26.12	\$26.65
Full Time	11/1/2012	\$22.10	\$22.54	\$23.00	\$23.46	\$23.93	\$24.40	\$24.89	\$25.39
Per Diem	11/1/2012	\$23.43	\$23.89	\$24.38	\$24.87	\$25.37	\$25.86	\$26.38	\$26.91
Full Time	11/1/2013	\$22.32	\$22.77	\$23.23	\$23.69	\$24.17	\$24.64	\$25.14	\$25.64
Per Diem	11/1/2013	\$23.66	\$24.14	\$24.62	\$25.11	\$25.62	\$26.12	\$26.65	\$27.18

Facilitator II

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$23.79	\$24.27	\$24.75	\$25.22	\$25.73	\$26.24	\$26.79	\$27.32
Per Diem	Current	\$25.22	\$25.73	\$26.24	\$26.73	\$27.27	\$27.81	\$28.40	\$28.96
Full Time	7/1/2012	\$24.03	\$24.51	\$25.00	\$25.47	\$25.99	\$26.50	\$27.06	\$27.59
Per Diem	7/1/2012	\$25.47	\$25.98	\$26.50	\$27.00	\$27.55	\$28.09	\$28.68	\$29.25
Full Time	11/1/2012	\$24.27	\$24.76	\$25.25	\$25.72	\$26.25	\$26.77	\$27.33	\$27.87
Per Diem	11/1/2012	\$25.73	\$26.25	\$26.77	\$27.26	\$27.83	\$28.38	\$28.97	\$29.54
Full Time	11/1/2013	\$24.51	\$25.01	\$25.50	\$25.98	\$26.51	\$27.04	\$27.60	\$28.15
Per Diem	11/1/2013	\$25.98	\$26.51	\$27.03	\$27.54	\$28.10	\$28.66	\$29.26	\$29.84

Food Service Floater & AM Cook

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$11.17	\$11.38	\$11.61	\$11.83	\$12.09	\$12.33	\$12.57	\$12.81
Per Diem	Current	\$11.84	\$12.06	\$12.31	\$12.54	\$12.82	\$13.07	\$13.32	\$13.58
Full Time	7/1/2012	\$11.28	\$11.49	\$11.73	\$11.95	\$12.21	\$12.45	\$12.70	\$12.94
Per Diem	7/1/2012	\$11.96	\$12.18	\$12.43	\$12.67	\$12.94	\$13.20	\$13.46	\$13.72
Full Time	11/1/2012	\$11.39	\$11.60	\$11.85	\$12.07	\$12.13	\$12.57	\$12.83	\$13.07
Per Diem	11/1/2012	\$12.37	\$12.30	\$12.56	\$12.79	\$13.07	\$13.32	\$13.60	\$13.85
Full Time	11/1/2013	\$11.50	\$11.72	\$11.97	\$12.19	\$12.46	\$12.70	\$12.96	\$13.20
Per Diem	11/1/2013	\$12.19	\$12.42	\$12.69	\$12.92	\$13.20	\$13.46	\$13.74	\$13.99

Food Service Worker

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$9.73	\$9.95	\$10.14	\$10.33	\$10.54	\$10.75	\$10.98	\$11.19
Per Diem	Current	\$10.31	\$10.55	\$10.75	\$10.95	\$11.17	\$11.40	\$11.64	\$11.86
Full Time	7/1/2012	\$9.83	\$10.05	\$10.24	\$10.43	\$10.65	\$10.86	\$11.09	\$11.30
Per Diem	7/1/2012	\$10.42	\$10.65	\$10.85	\$11.06	\$11.29	\$11.51	\$11.76	\$11.98
Full Time	11/1/2012	\$9.93	\$10.15	\$10.34	\$10.53	\$10.76	\$10.97	\$11.20	\$11.41
Per Diem	11/1/2012	\$10.53	\$10.76	\$10.96	\$11.16	\$11.41	\$11.83	\$11.87	\$12.09
Full Time	11/1/2013	\$10.03	\$10.25	\$10.44	\$10.64	\$10.87	\$11.08	\$11.31	\$11.52
Per Diem	11/1/2013	\$14.63	\$10.87	\$11.07	\$11.28	\$11.52	\$11.74	\$11.99	\$12.21

Hourly Employees 2011–2014

Forensic Social Worker / Child & Family Specialist II

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$23.79	\$24.27	\$24.75	\$25.22	\$25.73	\$26.24	\$26.79	\$27.32
Per Diem	Current	\$25.22	\$25.73	\$26.24	\$26.73	\$27.27	\$27.81	\$28.40	\$28.96
Full Time	7/1/2012	\$24.03	\$24.51	\$25.00	\$25.47	\$25.99	\$26.50	\$27.06	\$27.59
Per Diem	7/1/2012	\$25.47	\$25.98	\$26.50	\$27.00	\$27.55	\$28.09	\$28.68	\$29.25
Full Time	11/1/2012	\$24.27	\$24.76	\$25.25	\$25.72	\$26.25	\$26.77	\$27.33	\$27.87
Per Diem	11/1/2012	\$25.73	\$26.25	\$26.77	\$27.26	\$27.83	\$28.38	\$28.97	\$29.54
Full Time	11/1/2013	\$24.51	\$25.01	\$25.50	\$25.98	\$26.51	\$27.04	\$27.60	\$28.15
Per Diem	11/1/2013	\$25.98	\$26.51	\$27.03	\$27.54	\$28.10	\$28.66	\$29.26	\$29.84

Home Visit Counselor

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$13.06	\$13.30	\$13.57	\$13.83	\$14.13	\$14.40	\$14.69	\$14.98
Per Diem	Current	\$13.84	\$14.10	\$14.38	\$14.66	\$14.98	\$15.26	\$15.57	\$15.88
Full Time	7/1/2012	\$13.19	\$13.43	\$13.71	\$13.97	\$14.27	\$14.54	\$14.84	\$15.13
Per Diem	7/1/2012	\$13.98	\$14.24	\$14.53	\$14.81	\$15.13	\$15.41	\$15.73	\$16.04
Full Time	11/1/2012	\$13.32	\$13.56	\$13.85	\$14.11	\$14.41	\$14.69	\$14.99	\$15.28
Per Diem	11/1/2012	\$14.12	\$14.37	\$14.68	\$14.96	\$15.27	\$15.57	\$15.89	\$16.20
Full Time	11/1/2013	\$13.45	\$13.70	\$13.99	\$14.25	\$14.55	\$14.84	\$15.14	\$15.43
Per Diem	11/1/2013	\$14.26	\$14.52	\$14.83	\$15.11	\$15.42	\$15.73	\$16.05	\$16.36

Housekeeper

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$10.18	\$10.36	\$10.58	\$10.78	\$11.02	\$11.22	\$11.44	\$11.68
Per Diem	Current	\$10.79	\$10.98	\$11.21	\$11.43	\$11.68	\$11.89	\$12.13	\$12.38
Full Time	7/1/2012	\$10.28	\$10.46	\$10.69	\$10.89	\$11.13	\$11.33	\$11.55	\$11.80
Per Diem	7/1/2012	\$10.90	\$11.09	\$11.33	\$11.54	\$11.80	\$12.01	\$12.24	\$12.51
Full Time	11/1/2012	\$10.38	\$10.56	\$10.80	\$11.00	\$11.24	\$11.44	\$11.67	\$11.92
Per Diem	11/1/2012	\$11.00	\$11.19	\$11.45	\$11.66	\$11.91	\$12.13	\$12.37	\$12.64
Full Time	11/1/2013	\$10.48	\$10.67	\$10.91	\$11.11	\$11.35	\$11.55	\$11.79	\$12.04
Per Diem	11/1/2013	\$11.11	\$11.31	\$11.56	\$11.78	\$12.03	\$12.24	\$12.50	\$12.76

Lab Technician

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$21.85	\$22.10	\$22.54	\$23.00	\$23.46	\$23.92	\$24.40	\$24.89
Per Diem	Current	\$22.95	\$23.43	\$23.89	\$24.38	\$24.87	\$25.36	\$25.85	\$26.38
Full Time	7/1/2012	\$21.88	\$22.32	\$22.77	\$23.23	\$23.69	\$24.15	\$24.64	\$25.14
Per Diem	7/1/2012	\$23.19	\$23.66	\$24.14	\$24.62	\$25.11	\$25.61	\$26.12	\$26.65
Full Time	11/1/2012	\$22.10	\$22.54	\$23.00	\$23.46	\$23.93	\$24.40	\$24.89	\$25.39
Per Diem	11/1/2012	\$23.43	\$23.89	\$24.38	\$24.87	\$25.37	\$25.86	\$26.38	\$26.91
Full Time	11/1/2013	\$22.32	\$22.77	\$23.23	\$23.69	\$24.17	\$24.64	\$25.14	\$25.64
Per Diem	11/1/2013	\$23.66	\$24.14	\$24.62	\$25.11	\$25.62	\$26.12	\$26.65	\$27.18

Hourly Employees 2011–2014

Lab Assistant

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$14.82	\$15.14	\$15.43	\$15.74	\$16.05	\$16.39	\$16.72	\$17.06
Per Diem	Current	\$15.71	\$16.05	\$16.36	\$16.68	\$17.01	\$17.37	\$17.72	\$18.08
Full Time	7/1/2012	\$14.97	\$15.29	\$15.58	\$15.90	\$16.21	\$16.55	\$16.89	\$17.23
Per Diem	7/1/2012	\$15.87	\$16.21	\$16.51	\$16.85	\$17.18	\$17.54	\$17.90	\$18.26
Full Time	11/1/2012	\$15.12	\$15.44	\$15.74	\$16.06	\$16.37	\$16.72	\$17.06	\$17.40
Per Diem	11/1/2012	\$16.03	\$16.37	\$16.68	\$17.02	\$17.35	\$17.72	\$18.08	\$18.44
Full Time	11/1/2013	\$15.27	\$15.59	\$15.90	\$16.22	\$16.53	\$16.89	\$17.23	\$17.57
Per Diem	11/1/2013	\$16.19	\$16.53	\$16.85	\$17.19	\$17.52	\$17.90	\$18.26	\$18.62

LVN/LPT

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$17.93	\$18.32	\$18.67	\$19.03	\$19.43	\$19.81	\$20.22	\$20.61
Per Diem	Current	\$19.01	\$19.42	\$19.79	\$20.17	\$20.60	\$21.00	\$21.43	\$21.85
Full Time	7/1/2012	\$18.11	\$18.50	\$18.86	\$19.22	\$19.62	\$20.01	\$20.42	\$20.82
Per Diem	7/1/2012	\$19.20	\$19.61	\$19.99	\$20.37	\$20.80	\$21.21	\$21.65	\$22.07
Full Time	11/1/2012	\$18.29	\$18.69	\$19.05	\$19.41	\$19.82	\$20.21	\$20.62	\$21.03
Per Diem	11/1/2012	\$19.39	\$19.81	\$20.19	\$20.57	\$21.01	\$21.42	\$21.86	\$22.29
Full Time	11/1/2013	\$18.47	\$18.88	\$19.24	\$19.60	\$20.02	\$20.41	\$20.83	\$21.24
Per Diem	11/1/2013	\$19.58	\$20.01	\$20.39	\$20.78	\$21.22	\$21.63	\$22.08	\$22.51

Mental Health Worker

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$11.65	\$11.89	\$12.13	\$12.37	\$12.62	\$12.88	\$13.15	\$13.40
Per Diem	Current	\$12.35	\$12.60	\$12.86	\$13.11	\$13.38	\$13.65	\$13.94	\$14.20
Full Time	7/1/2012	\$11.77	\$12.01	\$12.25	\$12.49	\$12.75	\$13.01	\$13.28	\$13.53
Per Diem	7/1/2012	\$12.48	\$12.73	\$12.99	\$13.24	\$13.52	\$13.79	\$14.08	\$14.34
Full Time	11/1/2012	\$12.00	\$12.00	\$12.37	\$13.00	\$13.00	\$13.00	\$13.00	\$14.00
Per Diem	11/1/2012	\$12.60	\$12.86	\$13.11	\$13.37	\$13.65	\$13.93	\$14.21	\$14.49
Full Time	11/1/2013	\$12.00	\$12.00	\$12.49	\$13.00	\$13.00	\$13.00	\$14.00	\$14.00
Per Diem	11/1/2013	\$12.73	\$12.99	\$13.24	\$13.50	\$13.79	\$14.07	\$14.35	\$14.64

Mental Health Social Worker 1 Child Family Specialist II — AOT-Therapist — Forensic Clinician

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$23.79	\$24.27	\$24.75	\$25.22	\$25.73	\$26.24	\$26.79	\$27.32
Per Diem	Current	\$25.22	\$25.73	\$26.24	\$26.73	\$27.27	\$27.81	\$28.40	\$28.96
Full Time	7/1/2012	\$24.03	\$24.51	\$25.00	\$25.47	\$25.99	\$26.50	\$27.06	\$27.59
Per Diem	7/1/2012	\$25.47	\$25.98	\$26.50	\$27.00	\$27.55	\$28.09	\$28.68	\$29.25
Full Time	11/1/2012	\$24.27	\$24.75	\$25.25	\$25.72	\$26.25	\$26.77	\$27.33	\$27.87
Per Diem	11/1/2012	\$25.73	\$26.25	\$26.77	\$27.26	\$27.83	\$28.38	\$28.97	\$29.54
Full Time	11/1/2013	\$24.51	\$25.01	\$25.50	\$25.98	\$26.51	\$27.04	\$27.60	\$28.15
Per Diem	11/1/2013	\$25.98	\$26.61	\$27.03	\$27.54	\$28.10	\$28.66	\$29.26	\$29.84

Hourly Employees 2011–2014

Occupational Aide

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$16.39	\$16.71	\$17.05	\$17.39	\$17.75	\$18.09	\$18.46	\$18.83
Per Diem	Current	\$17.37	\$17.71	\$18.07	\$18.43	\$18.82	\$19.18	\$19.57	\$19.96
Full Time	7/1/2012	\$16.55	\$16.88	\$17.22	\$17.56	\$17.93	\$18.27	\$18.84	\$19.02
Per Diem	7/1/2012	\$17.64	\$17.89	\$18.25	\$18.61	\$19.01	\$19.37	\$19.76	\$20.16
Full Time	11/1/2012	\$13.72	\$17.05	\$17.39	\$17.74	\$18.11	\$18.45	\$18.83	\$19.21
Per Diem	11/1/2012	\$17.72	\$18.07	\$18.43	\$18.80	\$19.20	\$19.56	\$19.95	\$20.36
Full Time	11/1/2013	\$16.89	\$17.22	\$17.55	\$17.92	\$18.29	\$18.63	\$19.02	\$19.40
Per Diem	11/1/2013	\$17.90	\$18.25	\$18.61	\$19.00	\$19.39	\$19.75	\$20.16	\$20.56

Certified Occupational Therapy Assistant

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$20.72	\$21.10	\$21.55	\$21.96	\$22.43	\$22.85	\$23.32	\$23.79
Per Diem	Current	\$21.96	\$22.37	\$22.84	\$23.28	\$23.78	\$24.22	\$24.72	\$25.22
Full Time	7/1/2012	\$20.93	\$21.31	\$21.77	\$22.18	\$22.65	\$23.08	\$23.55	\$24.03
Per Diem	7/1/2012	\$22.19	\$22.59	\$23.08	\$23.51	\$24.01	\$24.46	\$24.96	\$25.47
Full Time	11/1/2012	\$21.14	\$21.52	\$21.99	\$22.40	\$22.88	\$23.31	\$23.79	\$24.27
Per Diem	11/1/2012	\$22.41	\$22.81	\$23.31	\$23.74	\$24.25	\$24.71	\$25.22	\$25.73
Full Time	11/1/2013	\$21.35	\$21.74	\$22.21	\$22.62	\$23.11	\$23.54	\$24.03	\$24.51
Per Diem	11/1/2013	\$22.63	\$23.04	\$23.54	\$23.98	\$24.50	\$24.95	\$25.47	\$25.98

Occupational Therapist (Registered)

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$30.70	\$31.30	\$31.95	\$32.58	\$33.24	\$33.92	\$34.59	\$35.27
Per Diem	Current	\$32.54	\$33.18	\$33.87	\$34.53	\$35.23	\$35.96	\$36.67	\$37.39
Full Time	7/1/2012	\$31.01	\$31.61	\$32.27	\$32.91	\$33.57	\$34.26	\$34.94	\$35.62
Per Diem	7/1/2012	\$32.87	\$33.51	\$34.21	\$34.88	\$35.58	\$36.32	\$37.04	\$37.76
Full Time	11/1/2012	\$31.32	\$31.93	\$32.59	\$33.24	\$33.91	\$34.60	\$35.29	\$35.98
Per Diem	11/1/2012	\$33.20	\$33.85	\$34.55	\$35.23	\$35.94	\$36.68	\$37.41	\$38.14
Full Time	11/1/2013	\$31.63	\$32.25	\$32.92	\$33.57	\$34.25	\$34.95	\$35.64	\$36.34
Per Diem	11/1/2013	\$33.53	\$34.19	\$34.90	\$35.58	\$36.31	\$37.05	\$37.78	\$38.52

Paraprofessional

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$11.65	\$11.89	\$12.13	\$12.37	\$12.62	\$12.88	\$13.15	\$13.40
Per Diem	Current	\$12.35	\$12.60	\$12.86	\$13.11	\$13.38	\$13.65	\$13.94	\$14.20
Full Time	7/1/2012	\$11.77	\$12.01	\$12.25	\$12.49	\$12.75	\$13.01	\$13.28	\$13.53
Per Diem	7/1/2012	\$12.48	\$12.73	\$12.99	\$13.24	\$13.52	\$13.79	\$14.06	\$14.34
Full Time	11/1/2012	\$11.89	\$12.13	\$12.37	\$12.61	\$12.86	\$13.14	\$13.41	\$13.67
Per Diem	11/1/2012	\$12.60	\$12.86	\$13.11	\$13.37	\$13.65	\$13.93	\$14.21	\$14.49
Full Time	11/1/2013	\$12.01	\$12.25	\$12.49	\$12.74	\$13.01	\$13.27	\$13.54	\$13.81
Per Diem	11/1/2013	\$12.73	\$12.99	\$13.24	\$13.50	\$13.79	\$14.07	\$14.35	\$14.64

Hourly Employees 2011–2014

PBX Operator

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full. Time	Current	\$10.50	\$10.71	\$10.91	\$11.15	\$11.36	\$11.59	\$11.81	\$12.07
Per Diem	Current	\$11.13	\$11.35	\$11.56	\$11.82	\$12.04	\$12.29	\$12.52	\$12.79
Full Time	7/1/2012	\$10.61	\$10.82	\$11.02	\$11.26	\$11.47	\$11.71	\$11.93	\$12.19
Per Diem	7/1/2012	\$11.25	\$11.47	\$11.68	\$11.94	\$12.16	\$12.41	\$12.65	\$12.92
Full Time	11/1/2012	\$14.72	\$10.93	\$11.13	\$11.37	\$11.58	\$11.83	\$12.05	\$12.31
Per Diem	11/1/2012	\$11.36	\$11.59	\$11.60	\$12.05	\$12.27	\$12.54	\$12.77	\$13.05
Full Time	11/1/2013	\$10.83	\$11.04	\$11.24	\$11.48	\$11.70	\$11.95	\$12.17	\$12.43
Per Diem	11/1/2013	\$11.48	\$11.70	\$11.91	\$12.17	\$12.40	\$12.67	\$12.90	\$13.18

Psych Aid & Unit Secretary

Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$10.62	\$10.84	\$11.47	\$11.29	\$11.51	\$11.73	\$11.99	\$12.21
Per Diem	Current	\$11.26	\$11.49	\$11.73	\$11.97	\$12.20	\$12.43	\$12.71	\$12.94
Full Time	7/1/2012	\$10.73	\$10.95	\$11.18	\$11.40	\$11.63	\$11.85	\$12.11	\$12.33
Per Diem	7/1/2012	\$11.37	\$11.61	\$11.85	\$12.08	\$12.33	\$12.56	\$12.84	\$13.07
Full Time	11/1/2012	\$10.84	\$11.06	\$11.29	\$11.51	\$11.75	\$11.97	\$12.23	\$12.45
Per Diem	11/1/2012	\$11.49	\$11.72	\$11.97	\$12.20	\$12.46	\$12.69	\$12.96	\$13.20
Full Time	11/1/2013	\$10.95	\$11.17	\$11.40	\$11.63	\$11.87	\$12.09	\$12.35	\$12.57
Per Diem	11/1/2013	\$11.61	\$11.84	\$12.08	\$12.33	\$12.56	\$12.82	\$13.09	\$13.32

Substance Abuse Counselor


Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full Time	Current	\$19.00	\$19.40	\$19.78	\$20.19	\$20.57	\$20.99	\$21.41	\$21.85
Per Diem	Current	\$20.14	\$20.56	\$20.97	\$21.40	\$21.80	\$22.25	\$22.69	\$23.18
Full Time	7/1/2012	\$19.19	\$19.59	\$19.98	\$20.39	\$20.78	\$21.20	\$21.62	\$22.07
Per Diem	7/1/2012	\$20.34	\$20.77	\$21.18	\$21.61	\$22.03	\$22.47	\$22.92	\$23.39
Full Time	11/1/2012	\$19.38	\$19.79	\$20.18	\$20.59	\$20.99	\$21.41	\$21.84	\$22.29
Per Diem	11/1/2012	\$20.54	\$20.98	\$21.39	\$21.83	\$22.25	\$22.89	\$23.15	\$23.63
Full Time	11/1/2013	\$19.57	\$19.99	\$20.38	\$20.80	\$21.20	\$21.62	\$22.06	\$22.51
Per Diem	11/1/2013	\$20.74	\$21.19	\$21.60	\$22.05	\$22.47	\$22.92	\$23.38	\$23.86

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of November 1, 2012.

FOR GATEWAYS HOSPITAL AND MENTAL HEALTH CENTER:




Barry Steinhart
Executive Board President



Mara Pelsman
Chief Executive Director




Michelle Debus
Assistant Administrator

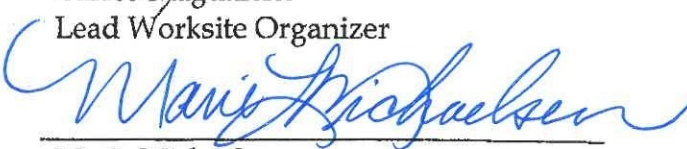


Jeff Emery
Chief Financial Officer

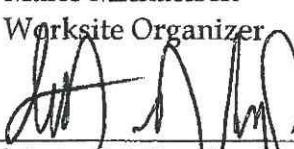
FOR SEIU LOCAL 721:




Carlos Magdaleno
Lead Worksite Organizer



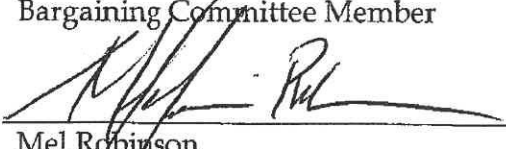
Marie Michaelson
Worksite Organizer



Maria Cristina Sanchez
Bargaining Committee Member



Fran Allison
Bargaining Committee Member



Mel Robinson
Bargaining Committee Member

Gateways Hospital and Mental Health Center

November 1, 2011 through October 31, 2014



SEIU Local 721

1545 Wilshire Blvd.

Los Angeles, CA 90017

Questions? Call the Member Connection (877) 721-4YOU

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