

AGREEMENT

between

UFCW LOCAL 1167

and

PINE RIDGE TREATMENT CENTER, Inc.

September 5, 2016 – September 6, 2020

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AGREEMENT

PREAMBLE

THIS AGREEMENT is made and entered into between PINE RIDGE TREATMENT CENTER, Inc., referred to hereinafter as the “Employer” and UFCW LOCAL 1167 chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, CLC, referred to hereinafter as the “Union.”

ARTICLE 1 - RECOGNITION

1) The Employer recognizes the Union as the sole collective bargaining agent with respect to, rate of pay, hours and terms and conditions of employment for the appropriate bargaining unit of all employees, including employees of Lessees and Licensees, within the classifications of Appendix A, within the present geographic jurisdiction of the Local Union. The Employer currently operates facilities in Victorville, San Bernardino, and Running Springs California. It is understood and agreed that this Agreement covers affected employees at all locations currently operating as well as all future locations. Such facilities will be accreted into the single bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

The Employer retains and shall have full and exclusive right and power to manage its operations and direct its working force, except as limited by the obligations of the Employer expressly set forth herein. Among such retained rights and powers are included the following: to determine methods, process and means of production, distribution and administration; to open new offices, to close or dispose of offices; to determine the number of employees to be used in any operation; to determine business hours and days for any office.

ARTICLE 3 - EMPLOYMENT OF UNION MEMBERS

1) **UNION SHOP.** All employees working in classifications covered under Appendix A shall, as a condition of employment, become members of the Union not later than the thirty-first (31st) day of their employment or the thirty-first (31st) day following the date of signature or the effective date of this Agreement, whichever is later, and shall remain members in good standing as a condition of continued employment.

2) **SEVEN-DAY NOTICE.** The Employer shall, within seven (7) days after receiving written notice from the Union, terminate the employment of any person who has failed to acquire or maintain Union membership as required by this Agreement; providing such termination is not in violation of existing law.

3) **PROBATIONARY PERIOD.** There shall be a probationary period of ninety (90) days for new employees. Probationary employees may be discharged without the right of appeal under this Agreement.

4) **UNION DUES.** The Employer agrees to deduct Initiation Fees and Union Dues once each month from the wages of the employees in the bargaining unit who provide the Employer with a voluntary,

written authorization for such deductions. Such deductions, when authorized, shall be made from the first (1st) pay period each month, and will be transmitted to the office of UFCW LOCAL 1167, no later than the twentieth (20th) day of the month in which such deductions were made. No deductions will be made from the wages of any employee until the Employer has received a signed copy of a voluntary written authorization for such deductions.

The Union accepts responsibility for the authenticity of all authorization forms, which it shall furnish, and agrees to make payment directly to the employee involved for any unauthorized deductions which were paid over to the Union under this Article. In addition, the Union agrees to indemnify and hold the Employer harmless against, and to defend or pay to defend against, any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, deductions made by the Employer in accordance with the procedures outlined under this Article.

5) EMPLOYER LIST. The Employer shall supply the Union with a list of newly hired and terminated employees covered by this Agreement. Such list of newly hired and terminated employees shall include their Social Security Number, mailing address, date of hire or termination and rate of pay.

The Employer shall also maintain a current list of all Employees which includes the Employees Name, Social Security Number, and Date of Hire, which shall be available upon request for Union Representatives to check.

6) BULLETIN BOARD. The Union may supply each location with one bulletin board not to exceed 2 feet by 3 feet. In locations where such bulletin boards are not feasible, a binder may be used. Notices shall be posted by a designated representative of the Union.

7) It is understood that a non-union contract driver may be used by the Employer provided that no member in that classification suffers any loss.

ARTICLE 4 - SENIORITY

1) SENIORITY DEFINED. Seniority shall mean an employee's continuous length of service with the Employer from the most recent date of hire. Seniority shall not apply to an employee until completion of the probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of hire.

2) SENIORITY APPLIED. Seniority by location shall be the determining factor in the event of layoff and recall from layoff, reduction in hours, transfer, shift change, promotion, job openings, vacation scheduling, and additional straight-time hours of work, provided skill and ability are substantially equal. An employee who is to be laid off by seniority in a given classification shall have the right to assert seniority over employees in the same classification in another location or in another classification based on the employees skill and ability to perform the required work.

3) Any employee laid off shall have twelve (12) months recall rights provided the employee has the qualifications and certifications needed for the recalled position.

ARTICLE 5 - CONDITIONS OF EMPLOYMENT

- 1) **DISCIPLINE AND DISCHARGE.** Discipline and discharge shall only be for just cause.
- 2) **NOTICE OF TERMINATION.** Employees who have completed the required probationary period of ninety (90) days shall receive thirty (30) calendar days notice of termination or two (2) weeks' pay at the employee's regular rate in lieu thereof, except in cases of discharge for cause.
- 3) **NOTICE OF RESIGNATION.** Employees shall be required to give at least thirty (30) calendar day's written notice of resignation. Failure to give notice shall result in loss of any accrued benefits. The Employer will give consideration to situations that would make such notice by the employee impossible.
- 4) **WAGES DUE.** The Employer agrees to adhere to the provisions of the California Labor Code concerning payment of monies due employees who are terminated.
- 5) **INJURY ON THE JOB.** When an employee is injured on the job, both the employee and the Employer shall abide by all of the State rulings and requirements contained in the Worker's Compensation laws in the State of California.
- 6) **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** It shall be a violation of this Agreement for either the Employer or the Union to discriminate against any employee, prospective employee, Union member, or prospective Union member on the basis of race, religion, creed, national origin, sexual orientation or sex. Redress of any alleged violation of this Article shall be through the grievance procedure established in this Agreement.
- 7) **POLYGRAPH TEST.** No employee or applicant for employment covered by this Agreement shall be requested or required by any representative of the Employer to be the subject of a Polygraph (lie detector) test for any reason whatsoever. The Employer agrees to refrain from any direct or indirect action that violates this understanding.
- 8) **WORK STOPPAGES.** Matters subject to the procedures of this Agreement shall be settled and resolved in the manner provided herein. During the term of this Agreement, there shall be no cessation or stoppage of work, lock out, picketing, or boycotts.
- 9) **SEPARABILITY CLAUSE.** The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiate an agreement on provision or provisions so invalidated.
- 10) **REQUIRED CONTINUING EDUCATION/CERTIFICATE, LICENSE, ETC.** It shall be the responsibility of each employee to comply with local, state, and federal educational requirements (certificates, license, permits, etc.), such as cultural diversity, management of assaultive behavior, CPR, First Aid, etc.

The expense of such seminars, classes, training, etc. shall be born of the employee and attended on employees' time.

Any seminars, classes, training, etc., required solely by Pine Ridge shall be on company time and at company expense.

11) SAVINGS CLAUSE. If any provision of this collective bargaining agreement becomes in conflict with any Federal or State regulation, the parties agree to promptly meet to renegotiate any such conflicting provision(s).

12) The Employer agrees to provide to all employees the accumulated/accrued amount of all vacation, sick and personal holiday hours at least once per quarter. This provision will begin no later than January 1, 2019.

ARTICLE 6 - WORKING HOURS, OVERTIME AND RELATED CONDITIONS

1) WORKWEEK. The normal work week for full-time employees shall be forty (40) hours per week.

2) OVERTIME PAY. One and one-half times (1½x) the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first (1st) eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

With written agreement by the Employer, the Union and the employee, a full-time employee may work an alternative work schedule that allows the employee to work a schedule of four (4) ten (10) hour shifts during the work week in which time and one-half (1½) would not be payable for any time worked of the ninth (9th) and tenth (10th) hour.

3) STAFF MEETINGS. All staff meetings shall be considered time worked and shall be paid for accordingly under the provisions of this Agreement.

4) MEAL PERIOD. The meal period for all employees shall be up to one (1) hour. No employee shall be scheduled for more than five (5) hours or less than three (3) hours before a meal period. By mutual agreement between the Employer and the employee, the period requirements may be modified.

5) REST PERIOD. All full-time employees working over six (6) hours shall receive two (2) fifteen (15) minute rest periods.

All part-time employees working six (6) hours or less shall receive one (1) fifteen (15) minute rest period.

ARTICLE 7 - SICK LEAVE

1) PAID SICK LEAVE. All employees shall begin to accrue one (1) day of sick leave for each month of full-time employment (pro-rata for part-time employees). Part-time employees accumulate .04616 hour of paid sick leave for each straight time hour of pay. Sick leave shall be payable starting with the first (1st) day of absence, upon completion of the probationary period. The maximum accrual of sick

leave shall be one hundred and thirty (130) calendar days (1040 hours). Employees shall be paid upon layoff from their employment any sick leave accrued.

2) All employees hired after ratification (November 1, 2008) shall accrue one-half (1/2) day sick leave for each month of full time employment (pro-rata) for part-time employees). Part-time employees accumulate .04616 hour of paid sick leave for each straight time hour of pay. Sick leave shall be payable starting with the first (1st) day of absence, upon completion of the probationary period. All employees will receive a pay out of six (6) days sick leave with pay on the second anniversary date of employment and each subsequent anniversary date of employment. Employees shall be paid upon layoff from their employment any accrued sick leave.

3) In no case will accrued sick time be less than the provisions of AB1522 under the California Healthy Workplace Healthy Families Act.

ARTICLE 8 - HOLIDAYS

1) HOLIDAYS. The following days shall be holidays and will be granted with pay (pro-rata for part-time employees). Part-time employees accumulate .04616 hour of holiday pay for each straight time hour of pay in the month preceding the holiday.

New Year's Day	Thanksgiving Day
Memorial Day	Independence Day
Christmas Day	Labor Day
3 Floating Holidays	

If the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday. The floating holidays will be scheduled by mutual consent.

2) WORK ON A HOLIDAY. In addition to holiday pay in section A, all work performed on a designated holiday shall be compensated for at the premium rate of one and one-half (1 1/2) times the regular straight-time hourly rate.

ARTICLE 9 - VACATIONS

1) FULL-TIME EMPLOYEES.

a) All full-time employees hired prior to November 1, 2008 shall accrue vacation credits in accordance with the following schedule:

<u>Upon Completion of:</u>	<u>Paid Earned Time:</u>	<u>Hourly Accumulation:</u>
One (1) Year	10 days	.03846
Three (3) Years	15 days	.05769
Five (5) Years	20 days	.07692
Fifteen (15) Years	25 days	.09615

b) All full-time employees hired after November 1, 2008, shall accrue vacation credits in accordance with the following schedule:

<u>Upon Completion of:</u>	<u>Paid Earned Time:</u>	<u>Hourly Accumulation:</u>
One (1) Year	5 days	.01925
Three (3) Years	10 days	.03846
Six (6) Years	15 days	.05769
Ten (10) Years	20 days	.07697
Fifteen (15) Years	25 days	.09615

- 2) PART-TIME EMPLOYEES. All part-time employees shall accrue earned time on a pro-rata basis.
- 3) VACATION SCHEDULING. Vacations will be scheduled by mutual agreement; however, the Employer retains the right to schedule vacations in such a way as will least interfere with patient care and work load requirements of the practice.
- 4) TERMINATION PAY. Employees shall be paid upon termination of such employment for any vacation credits accrued, provided, however, that this provision shall not apply to those employees who leave the employ of the Employer without giving thirty (30) days prior notice of their intention to terminate.

ARTICLE 10 - WAGES

- 1) WAGES AND CLASSIFICATION DESCRIPTIONS. Wages for each classification shall be set forth in Appendix A and made a part of this of agreement.
- 2) COST OF LIVING INCREASE. All employees hired prior to ratification shall receive a one dollar (\$1.00) per hour wage increase effective the first (1st) full pay period following ratification. Additionally, all employees hired prior to ratification shall receive a fifty cent (\$0.50) per hour wage increase effective the first (1st) full pay period of October 2018, and a one dollar (\$1.00) per hour wage increase effective the first (1st) full pay period of October 2019.
- 3) MERIT INCREASES. Upon completion of six (6) months of employment, one (1) year of employment and annually thereafter, employees shall be evaluated and granted a merit wage increase as appropriate.
- 4) BUSINESS ALLOWANCE. The Employer shall provide a business allowance of thirty dollars (\$30.00) to each employee per calendar month. Such allowance is to cover any business expenditures (i.e. cell phone usage, personal gas usage, etc.) not already reimbursable. This allowance will be paid during the first (1st) pay period of each month.
- 5) NO REDUCTION IN RATES. No employee shall suffer any reduction in hourly rates or general working conditions by reason of the signing of this Agreement.
- 6) Under no circumstances will any employee be hired or paid less than fifty cents (\$0.50) above the California State minimum wage.

7) **COUNSELOR/TREATMENT DIRECTOR PREMIUM.** Any employee that performs the duties of a Counselor or Program Director during the temporary absence of a Counselor or Program Director shall receive a two dollar (\$2.00) per hour premium in addition to their base hourly rate.

A temporary absence is defined to be three (3) or more consecutive scheduled work days.

ARTICLE 11 - LEAVES OF ABSENCE

1) **MATERNITY LEAVE AND HEALTH LEAVE.** The Employer agrees to grant unpaid maternity and health leave for up to six (6) months which guarantees the employee the right to return to the same position.

2) **MILITARY LEAVE.** Leave required in order for an employee to maintain status in the military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned annual vacation time.

3) **EDUCATIONAL LEAVE.** After one (1) year of continuous service, an employee may request leave with pay and up to \$250 per year for expenses and tuition for the purpose of attending career-oriented educational programs. A receipt must be submitted along with the request for reimbursement. The Employer shall be the judge as to whether a given educational program may be beneficial to the Employer and the employee.

The Employer will not arbitrarily deny any reimbursement that qualifies under this Section. Online courses are acceptable.

Whenever an employee is asked by the Employer to attend an educational program, the employee's salary and all reasonable expenses related to the program shall be paid by the Employer.

4) **BEREAVEMENT LEAVE.** Emergency leave of up to three (3) days with pay shall be granted to employees for death in the immediate family. Immediate family shall be defined as: grandparent, parent, spouse, registered domestic partner, brother, sister, child, grandchild, mother/father-in-law. Exceptions to this definition may be granted upon request by the employee.

5) **PERSONAL LEAVE.** A leave for personal reasons shall be granted without pay for up to seven (7) calendar days. Such leaves may be for making funeral arrangements and/or serious illness or injury of immediate family.

6) **RETURN FROM LEAVE.** An approved leave shall guarantee the employee the right to return to his/her former position.

7) **ACCRUALS.** A leave of absence shall not alter an employee's anniversary date. Vacation, sick leave, and holidays shall not be accrued during a leave of absence.

8) **JURY DUTY.** Regular employees who are called on jury duty shall be compensated by the Employer for the difference between their jury duty pay and regular rate of pay up to a maximum of 30 calendar days per year. To be eligible for jury duty pay, an employee who reports for jury duty and then is excused must immediately report back to the Employer indicating the employee's availability for work.

9) OCCUPATIONAL ILLNESS OR INJURY. The Employer agrees to grant unpaid occupational illness or injury leave for up to twelve (12) calendar months with the right of the employee to return to his/her former position.

10) FAMILY LEAVE. The Employer will provide Family Leave of Absence in accordance with both California and Federal Law.

ARTICLE 12 - GRIEVANCES AND DISPUTES

1) GRIEVANCE DEFINED. A grievance is defined as an alleged breach of this Agreement by the Employer. If a grievance arises, it shall be submitted to the following time limits and procedure.

STEP 1 - Employee and Immediate Supervisor. If an employee has a grievance, the employee and/or Union representative shall first discuss it with the employee's immediate supervisor within fourteen (14) calendar days from when the grievance arose. The supervisor shall have seven (7) calendar days to resolve the grievance.

STEP 2 - Written Grievance. If the grievance is not resolved in Step 1, the Union may within fourteen (14) calendar days reduce the grievance to writing, specifying the nature of the grievance, the provisions of the Agreement relied upon, and the resolution sought by the Union. The parties shall thereafter meet and attempt to resolve the grievance.

STEP 3 - Binding Arbitration. Within seven (7) calendar days of the meeting in Step 2, if the grievance is not resolved, the Union may submit the grievance to binding arbitration. If the Employer and the Union fail to agree upon an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

The arbitrator shall have no authority to add to or subtract from or otherwise change or modify the provisions of this Agreement, but shall be authorized to interpret the existing provisions of this Agreement as they may apply to the specific facts of the dispute. The arbitrator's decision shall be final and binding on the parties. Each party shall bear only one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred by mutual agreement incidental to the arbitration hearing.

ARTICLE 13 - HEALTH AND WELFARE TRUST FUNDS

The Employer will continue to provide benefit coverage through their current Blue Shield benefit plan with no reduction in benefit levels or increase in employee contributions. Should a better benefit plan become available during the duration of this Agreement, the Employer and the Union agree to open negotiations for purposes of determining benefit coverage and level of these benefits.

It is understood that certain employees are receiving a premium for opting out of the current benefit coverage. This premium will stay in effect with no penalty to the Employer or employee going forward. It is understood that these employees will not be taking part in the current benefit plan, or any plan going forward unless otherwise negotiated between the Employer and the Union. Any agreement changing the current status of an employee with regards to benefit coverage will require a mutually written agreement

signed by the Employer, the Union, and the employee.

A list of all employees that have waived the current Blue Shield benefit package and are receiving a premium will be provided to the Union upon ratification.

ARTICLE 14 - EXPIRATION AND RENEWAL

THIS AGREEMENT shall be in effect from September 5, 2016, to and including September 6, 2020, and shall continue from year to year thereafter unless either party shall give written notice to the other at least ninety (90) days prior to the expiration date of September 6, 2020, or at least ninety (90) days prior to any subsequent September 6, of any succeeding year, of its desire to alter, amend, or terminate this Agreement.

SIGNED THIS _____ DAY OF _____, 2018.

FOR THE EMPLOYER:

FOR THE UNION:

PINE RIDGE TREATMENT CENTER, Inc.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1167

By _____
Walt Giles,
Administrator

By _____
Joe Duffle,
Secretary-Treasurer/Acting President

APPENDIX A

WAGE RATES

EFFECTIVE September 5, 2016

First Pay Period
Minimum Rate

All of the following rates are effective immediately upon ratification for employees hired after ratification.

<u>Classification</u>	<u>MIN RATE</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
Director of Quality Assurance	\$20.00	\$20.50	\$21.25	\$22.00
Residential Director	19.00	19.50	20.25	21.00
Marketing Director	16.00	16.50	17.00	17.50
Out Patient Treatment Director	15.00	15.25	15.50	16.50
Chemical Dependency Counselor	14.00	14.50	14.75	15.25
Chemical Dependency Intern	13.00	13.25	13.75	14.25
CDT (Chemical Dependency Tech)	11.00	11.50	12.00	13.00
Job Development Director	12.00	12.50	13.25	14.00
Office Manager	11.00	11.50	12.00	13.00
Director of Nutritional Services	12.00	12.50	13.25	14.00
Cook	11.00	11.50	12.00	13.00
Maintenance Technician	11.00	11.50	12.00	13.00
Driver	11.50	12.00	12.75	13.50