

# Collective Bargaining Agreement

Between



Creating Opportunities • Changing Lives

And



**SEIU Local 521**

**Service Employees International Union, CTW, CLC**

**October 30, 2010 ~ October 30, 2013**

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## **PREAMBLE**

This Collective Bargaining Agreement is entered into by Community Solutions (hereinafter referred to as the "Employer") and the Service Employees International Union, Local 521, CTW-CLC (hereinafter referred to as the "Union").

## **RELATIONSHIP AFFIRMATION**

The Union recognizes its obligation to cooperate with Community Solutions to assure maximum service of the highest quality and efficiency to the clients consistent with its obligations to the workers it represents. Community Solutions and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

## **ARTICLE 1 - RECOGNITION AND SCOPE OF AGREEMENT**

Pursuant to the Certification of Representation which was issued by the National Labor Relations Board on November 14, 1990, in Case No. 32-RC-3325, the Employer recognizes the Union as the exclusive bargaining representative of the workers/employees in the following bargaining unit:

INCLUDED, but not limited to, accounts receivable; accounts payable; all administrative support workers/employees I, II and III; therapist I, II, and III; program specialists I and II; program coordinators; case managers; clinical coordinators I and II; relief workers; facilitators; janitors and maintenance workers employed at Community Solutions' Morgan Hill, Gilroy, Hollister and San Jose, California facilities, and any new facilities that are established during the term of this Agreement.

The Employer agrees that if it has a written agreement to pursue a merger, it will give the Union at least a 30-day written notice in advance of such a transaction, including the name, address, and identity of any and all entities with whom such merger is contemplated. The Employer agrees that any merged entity adopts in total the terms and conditions set forth in this collective bargaining agreement and that it is applicable to its employees.

EXCLUDED, but not limited to, confidential and temporary workers/employees, students, guards and supervisors as defined in the National Labor Relations Act, as amended.

## **ARTICLE 2 - UNION SECURITY**

### **A. Union Shop**

All workers/employees currently employed in the bargaining unit on the effective date of the agreement who have authorized Union dues deduction shall have such deduction occur within thirty (30) days.

As a condition of employment, all other unit workers/employees who are or become covered by this contract shall, within thirty (30) days of hire or within thirty (30) days of the effective date of the Agreement, whichever occurs first, become Union members. Union members shall have dues deducted upon providing written authorization to the Employer.

The Employer will provide a Union membership card to new hires within the bargaining unit as part of their employment paperwork and/or orientation materials.

**B. Dues**

If any worker/employee fails to authorize the above deduction, the Employer shall, upon written notification from the Union, give the worker/employee seven (7) working days to comply. If the worker/employee continues to fail to comply or refuses to provide such authorization or payment, he/she shall be dismissed upon the Union's written request.

**C. Forwarding of Dues**

The Employer shall remit to the Union all dues deducted on a monthly basis. The Employer shall supply the Union with an accompanying list with the names, addresses, classifications, membership status, Social Security Number, base wage rate and deduction amount for bargaining unit workers/employees. The Employer will also provide the Union with the names of all bargaining unit workers/employees terminated, who have retired, who are on leave, and who were hired in the intervening period.

**D. Charity Fee Deduction**

To qualify for deduction of the Charity Fee, in lieu of paying dues, the employee must certify to the Union and Community Solutions that he/she is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or financially supporting public employer organizations. Such certification shall be made by a letter properly signed by an official of the bona fide religion, body or sect, certifying the unit employee's membership therein. The deduction shall not be forwarded to the charity until the Union has notified Community Solutions that the Union has approved of the exemption. The Union will receive from Community Solutions proof of quarterly payment to the charity of the employee's choice.

**E. Reinstatement**

Upon the reinstatement of any worker/employee, or upon the recalling of any worker/employee from layoff status, the Employer will resume or initiate dues for such unit member in accordance with Section A of this Article.

**F. Indemnification**

The Union agrees to indemnify and hold the Employer harmless from any claim, demand, or suit and any other action arising from the provisions of this Article, including the costs, attorneys' fees and other expenses of defending against such a claim.

**G. COPE Deduction**

Workers may voluntarily elect to have contributions deducted from their paychecks for Local 521, CTW-CLC COPE Fund. Such deduction shall be made upon signed authorization from worker and shall be continued until such authorization is revoked in writing. The Employer shall transmit to the Union such deductions once monthly on a check separate from regular dues deduction. The Employer shall also provide the Union once monthly with a list of workers/employees who have authorized COPE deductions and the amount of that deduction per pay period.

H. In the event of any conflict or inconsistency between the provisions of this Collective Bargaining Agreement (CBA) and the provisions of the Employer's Employee Handbook, the CBA shall apply.

### **ARTICLE 3 - PROBATIONARY PERIOD**

Workers/employees shall serve a probationary period of one hundred twenty (120) days. Workers/employees may be discharged at any time, with or without cause and without recourse to the grievance procedure within the probationary period, except as defined by California and Federal law.

Prior to the conclusion of the one hundred twenty (120) day probationary period; the appointing authority, may, for cause, extend the probationary period of an employee for a period not to exceed sixty (60) days upon furnishing the employee with a statement of the reasons for such extension and the required standards that must be met in order for the employee to complete the probationary period successfully.

Employee performance shall be evaluated and communicated verbally and in writing to the employee, requiring employee's signature, at least twice during the probationary period, the first being no later than upon completion of the first half of the probationary period and the second being prior to the completion of the last month of the probationary period.

### **ARTICLE 4 – SENIORITY**

#### **A. Definition**

Seniority shall be defined as length of service with the Employer, except as otherwise provided in this Article. Seniority shall be broken by a worker's/employee's resignation, retirement or discharge.

A worker/employee on authorized unpaid leave of absence shall not have his/her anniversary date and seniority adjusted if the duration of the leave is six months or less.

#### **B. Layoff or Reduction in Force**

The parties agree that attrition is the preferred method of accomplishing any necessary reduction in the work force. The Employer agrees to make reasonable efforts to avoid layoffs.

Workers whose positions have been identified for elimination will be offered the opportunity to transfer into vacant positions within their classification in order of seniority provided that the worker possesses the skills, qualifications and abilities for the position.

Seniority for the purpose of layoff or reduction in force shall be defined as length of service in the classification. Classification shall be defined as the categories outlined in Article 1. Layoffs in any classification shall be carried out in inverse order of seniority provided that the remaining workers possess the skills qualifications and abilities for the remaining positions.

That is, the least senior worker/employee in the classification in which the layoff occurs shall be the first laid off. The worker/employee must notify the employer of the intent to bump within five (5) working days from the date of the notification of job elimination.

### **C. Bumping**

A full-time or part-time worker/employee whose job is eliminated has the right to "bump" the least senior worker/employee in the same classification unless the least senior employee possesses a skill, qualification, or ability specifically required for the position not possessed by the bumping employee. In that event, the employee whose job is eliminated has the right to bump the employee with the least seniority in a position for which the employee possesses the required skills, qualifications, and abilities. The bumping worker/employee must accept the schedule (full-time or part-time) of the worker/employee being bumped. In the event the worker/employee whose job is being eliminated, or who is being bumped, does not have sufficient seniority to bump within their current classification, they shall have the right to bump back into a vacancy in a former classification in which they have held regular status. If no such vacancy exists, the worker/employee may bump the least senior employee in the former classification(s). Seniority for purposes of bumping the least senior employee in the worker's/employee's former classification shall include the time served in the new classification(s) in which the worker/employee has worked for the Employer. Location shall not be a barrier to bumping.

In the event the worker/employee has no former classification to which to return, the worker/employee will be placed in a classification for which there is a vacancy at the posted salary rate for that position. The worker/employee must be able to meet the minimum qualifications of the classification in order to be placed in the vacant position. The Employer will provide orientation and basic training appropriate for the new position. If no such vacancy exists the worker/employee will be laid off and subject to recall in accordance with Section E of this Article.

In the event that the worker who has been identified for layoff declines to take advantage of the bumping option, they will receive a severance package in accordance with Section F of this Article and their employment will be terminated with no access to recall rights.

### **D. Notice**

In the event that the Employer is notified of proposed funding cuts reasonably certain to be implemented, the Employer shall notify the Union of such proposed funding cuts within two (2) weeks of its notification and notify the Union thirty (30) days where possible but no less than twenty-one (21) days in advance of intended layoff or reduction in force. Upon the Union's request, the Employer shall meet and confer with the Union to discuss the effects of such proposed cuts on the bargaining unit. However, if the number of workers/employees affected are such that the Worker Adjustment and Retraining Notification Act is applicable, the Employer shall comply with the provisions of said Act.

Workers who are to be laid off shall be given at least two (2) weeks notice prior to the effective date of the layoff or two (2) weeks severance pay in lieu of notice.

The severance will be adjusted to match the rate based on length of service in accordance with Section F of this Article. A copy of such notice will be sent to the Union and Chief Steward.

**E. Recall from Layoff**

The length of service with the Employer prior to layoff shall be credited upon recall for the purposes of benefit accrual and placement on the salary structure according to the position available upon recall. During layoff, an affected worker/employee shall not accrue seniority under this Agreement and anniversary dates shall be adjusted to reflect time laid-off.

Recall from layoff shall be accomplished in the inverse order of layoff provided that the worker possesses the required skills, qualifications, and abilities for the available position. Laid off workers will retain this recall right for one (1) year. Names of persons re-employed in a regular position within the same classification shall, upon such re-employment, be dropped from the recall list. Refusal to accept one (1) offer of re-employment within the same classification shall cause the name of the person to be dropped from the recall list. Workers/employees covered by this Agreement shall forfeit recall rights if they fail to inform the Employer whether they will return to work within ten (10) days after the day of postmark of the written notice to return, or if thereafter they fail to return to work without good cause on the starting date specified in the notice.

Employees/workers who demote in lieu of being laid off will have first rights to recall to their former classification. The Employer will offer bargaining unit members on the recall list position vacancies in their former classification, provided they have the requisite skills and qualifications, before making offers to employees seeking promotion or opening the position to outside hires.

**F. Severance**

In the event a worker/employee is laid off, such worker shall receive a severance package based upon the following rate:

- 0-4 years of service: 80 hours of pay
- 5-9 years of service: 120 hours of pay
- 10 or more years of service: 160 hours of pay

The severance package will be prorated for part-time benefited workers/employees. Premium payment will be prorated for part-time benefited workers/employees.

In addition to the above severance package, the worker/employee will receive one (1) month of COBRA insurance premium to be paid in full by the Employer.

## ARTICLE 5 - POSITION VACANCIES

### A. **Position Postings**

Position vacancies shall be sent via email to all staff. Position vacancies will be posted on the public drive for a period of five (5) work days before it is filled on a regular basis. Qualifications for vacant positions shall appear on the position announcement and shall be based on job requirements. The Employer will copy the job posting to the Union and the Chief Steward at the time it is processed.

### B. **Filling Vacant Positions**

Where skills, qualifications and ability of applicants for posted positions are approximately equal, the applicant with the most seniority shall be awarded the position.

#### 1. **Promotions**

Workers/employees who are moved to a new position in a higher classification shall be given orientation as to the responsibilities and tasks of the new position, and such workers/employees shall have their performance evaluated for a period up to ninety (90) days and receive compensation at the higher classification rate.

If, at the end of the ninety (90) day period the worker/employee fails to qualify in the new position, the worker/employee will return to his/her former position without change of his/her former salary if the position has not been filled. However, if the position has been filled, the worker/employee shall have the right to bump as provided in Article 4 (Seniority).

#### 2. **Transfers**

Workers/employees who are moved to another position in the same classification shall be given orientation as to the responsibilities and tasks of the new classification position, and such workers/employees shall have their performance evaluated for a period up to ninety (90) days. If, at the end of the ninety (90) day period the worker/employee fails to qualify in the new classification position, the worker/employee will return to his/her former position without change of his/her former salary if the position has not been filled.

#### 3. **Voluntary Transfer**

An employee who wishes to be considered for a transfer to another position in the same classification within the Agency shall notify the Human Resources Director or designee in writing stating their specific transfer request and the reasons therefore. Such requests shall be entitled to consideration in the order received. Management shall acknowledge the request for transfer by notifying the employee of the status of her/his request within two (2) weeks.

In the event that a worker/employee fails to acquire the certification/licensing required by the funding source or state/federal rules and regulations within the specified period, the worker/employee may be reassigned to a position not requiring a license renewal (if applicable), and can be returned to prior position if evidence of license renewal is submitted.

Employee failure to maintain license/waiver may result in permanent reassignment if, and only if, a position for which the employee is qualified is available. However, if said worker/employee is the successful bidder for a vacant position, he/she shall be awarded said position and shall accept all terms and conditions of employment related to that position.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

### **A. Standard**

Non-probationary workers/employees shall not be discharged or otherwise disciplined except for just cause. Verbal coaching and comprehensive, direct supervision should normally precede warning letters, suspension, demotion, or termination. If upon such verbal coaching and comprehensive, direct supervision a worker's/employee's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action. The worker/employee will be given a reasonable period of time to improve performance. The foregoing shall not apply under any circumstances where the worker's/employee's conduct may constitute a hazard or a clear possibility of a hazard to a client, be clearly detrimental to a client, or involves gross misconduct or insubordination.

The Employer will take disciplinary action within thirty (30) days of the responsible manager having knowledge of the incident leading to the discipline.

#### **1. Forms of Discipline**

The following procedures will be used as progressive discipline when appropriate:

- a. Counseling (in written form)
- b. Written Warning
- c. Suspension
- d. Termination

### **B. Notice**

Notice of discharge, suspension or demotion shall be served in person or by certified mail to the worker/employee as soon as possible. The notice shall include the following information:

1. Statement of the nature of the disciplinary action;
2. Effective date of the disciplinary action;
3. Statement of the cause for disciplinary action.

A copy of said notice will be sent to the Union and the steward representing the worker.

A warning letter shall be removed from the worker's/employee's personnel file after one (1) year if no additional warning letter has been issued in the intervening period. Materials relating to suspensions, which become final, will be removed after two (2) years if no other suspensions occur during the two (2) year period, with the exception of incidents related to sexual harassment, violence, or fraud.

**C. Personnel Files**

Inspection: The Employer shall comply with current Labor Code and any determinations made by the Labor Commissioner, pursuant to said Labor Code Section, with respect to worker/employee inspection of his/her personnel file.

The file may be reviewed by the worker/employee in conjunction with his/her representative upon written request made at least two (2) working days in advance. Copies of documents contained in the file may be made, in a reasonable time, upon written request and release by the worker/employee. The originals will not be released from the site. Cost of copies will be incurred by the worker/employee. Personnel files for all the Employer's staff, including all sites, are located at the administrative office.

**D. Response to Discipline**

A worker/employee may respond in writing to any warning letter, suspension or demotion. The worker's/employee's response shall be attached to the warning or notice of disciplinary action and placed in the employee's personnel file.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

Grievance, as referred to in this Article, includes every dispute concerning application or interpretation of this contract and/or any dispute concerning wages, hours or working conditions of unit workers/employees. All such disputes shall be subject to the grievance procedure.

Both the Employer and the Union pledge their active, aggressive and continuing efforts to secure prompt disposition of requests, complaints and grievances, and agree that most disputes can be, and should be resolved in the oral discussions. In the few cases where such is not accomplished, the following procedure will apply.

Time limits may be extended or waived only by mutual written agreement of the parties. If the Union fails to meet a time limit set forth in this Article, the grievance will be considered withdrawn. If the Employer misses a time limit set forth in this Article, the grievance will be decided in favor of the Union or Grievant.

**Step 1 - Informal**

Any grievance involving the discharge of any worker/employee covered by this Agreement will be automatically moved to Step 2 of the Grievance Procedure. Any other matter that may become the basis of a grievance must be presented orally to the worker's /employee's supervisor no later than thirty (30) calendar days after the date on which the grieving worker/employee or the Union had knowledge of the incident or issue upon which the potential grievance is based. Such oral presentation should include the issue or incident and allege the specific violation of this agreement.

A meeting should take place when requested by either party to clarify or resolve the grievance. The worker may be assisted by his/her chosen steward in the presentation of the grievance and/or in any meeting related to the grievance. Such oral presentation and meetings should occur prior to the filing of a written grievance in Step 2. The Employer's designated representative shall reply to the worker/employee and the shop steward within seven (7) work days after submission of the oral grievance.

### **Step 2 - Formal**

Any grievance involving the discharge of any worker/employee covered by this Agreement must be presented in writing to the Employer's designated representative within seven (7) work days of the worker's/employee's release.

For any other grievance, in order for the grievance to be considered further, within seven (7) workdays after the grievance response provided for in Step 1, the grievance must be presented in writing to the Employer's designated representative. The written grievance must allege the specific violation of this Agreement, which is claimed and set forth grounds upon which the allegation is based. The parties shall meet within seven (7) workdays after the Employer's receipt of the written grievance, or at a time which is mutually agreeable to the parties. The Employer's representative shall respond to the grievance in writing within seven (7) workdays after such meeting.

### **Step 3 - Arbitration**

If the grievance is not resolved in Step 2, the Union shall have seven (7) work days after receipt of the Employer's Step 2 response in which to notify the Employer in writing that it intends to take the grievance to arbitration.

The following procedure shall apply if a grievance is taken to arbitration:

1. If the parties are unable to agree on an impartial arbitrator, the Union shall, within seven (7) calendar days of giving notice of its intent to take the grievance to arbitration, submit to the Federal Mediation and Conciliation Service a request for a list of seven (7) arbitrators. A copy of said request shall be served concurrently on the Employer.
2. The parties, or their respective representatives, shall meet or communicate as soon as possible but not later than seven (7) calendar days after receipt of said list for the purpose of attempting to select one (1) of the individuals named on such list.

The parties shall determine by a coin toss which should strike the first name, and thereafter, the parties shall strike names alternately until one name remains. The individual whose name remains shall be the arbitrator.

- a. A hearing on the grievance shall be held at a time and place agreed upon by the parties, at which both parties shall be allowed to present their respective positions, evidence and arguments.
- b. The arbitrator's decision shall be final and binding on all the parties and on any affected bargaining unit worker/employee.

The arbitrator's decision or confirmation thereof shall be issued in writing not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, if any, whichever is later.

- c. The arbitrator shall have no authority to (1) amend, modify, change, add to, or subtract from any provision of this Agreement; or (2) to render an award on any grievance occurring before the effective date, or after the termination date of this Agreement.
- d. The fees and expenses of the arbitrator and reporter, if any, and the facilities at which the hearing is held shall be borne equally by the parties.

## **ARTICLE 8 - HEALTH AND SAFETY**

### **A. Safe Work Environment**

The Employer shall provide reasonable and safe working conditions and make work assignments consistent with accepted standards provided by federal and state law for the nature and the process of the work performed. The Employer further agrees to take prompt measures to rectify any health and safety hazards to employees or clients. A safety committee will be established ninety (90) days after the effective date of this agreement to be composed of an equal number of management and employees/workers to be jointly chaired to address any and all safety issues that arise within the agency.

The Employer shall provide annual safety training for all workers/employees consistent with the needs of the work to be performed and the classifications involved.

### **B. Safety Equipment**

The Employer shall provide all workers/employees with reasonable equipment to ensure their safety and the safety of clients, including safety whistles.

The Employer agrees to make lockers and/or desk keys available to all employees at their work sites by February 1, 2008.

## **ARTICLE 9 - NO STRIKE/NO LOCKOUT**

The Employer and the Union realize that the Employer's facilities are different in their operations from other employers because of the services rendered to the community and for humanitarian reasons and, therefore agree that during the term of this Agreement or any extension thereof, the grievance machinery of this Agreement, and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices, shall be the sole and exclusive means of settling any dispute between the parties, whether relating to the application of this Agreement, economic matters, or otherwise.

Accordingly, during the term of this Agreement or any extension thereof, the parties agree that they will not sponsor, engage in any strike, lockout, sympathy strike or slowdown.

The Employer shall not request the services of a worker/employee which would require her/him to cross a picket line if this act is in conflict with her/his conscience.

Each party shall immediately and publicly disavow any violation of this Section and will use all means within its power to end such violation at the earliest possible time. If each respective party has complied with provisions of this Section, then it shall not be liable in damages to the other nor will it institute a lawsuit to recover any damages occasioned by any such violation.

#### **ARTICLE 10 - PAYDAYS**

The Employer will continue to provide the option of electronic (direct) deposit of payroll checks.

The salaries and wages of bargaining unit worker/employees shall be paid bi-weekly. In the event that the payday is a holiday or a weekend, the preceding work day shall be the designated pay day.

All payroll errors brought to the attention of management shall be remedied expeditiously and in conformance with the Employer's practice.

In case of an emergency, the worker/employee may request advance payment from accrued vacation. The decision to pay rests with the CEO or his/her designee.

#### **ARTICLE 11 - SEVERABILITY**

If any provision of this Agreement or any application thereof is held by an agency or court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid to the extent required by such agency or court decision, but all other provisions or applications shall continue in full force and effect. The parties agree to enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for the provision to this Agreement determined to be contrary to law.

#### **ARTICLE 12 - WORKER/EMPLOYEE CATEGORIES**

All employees performing bargaining unit work will be placed in one of the following categories:

A. **Regular Full-time Workers**

A regular full time worker is one who is hired in that capacity and scheduled to work forty (40) hours per work week.

Regular full-time workers are eligible to participate in Agency benefit programs specified in this Agreement when executed and ratified.

B. **Regular Part-time Workers**

A regular part-time worker is one who is hired in that capacity and scheduled to work twenty (20) or more hours, but less than forty (40) hours per work week.

Regular part-time workers are eligible to participate in Agency benefit programs when executed and ratified on a pro-rated basis according to the number of hours worked.

C. **Part-time Non-Benefited Workers**

A part-time non-benefited worker/employee is one who is hired to work a schedule of less than twenty (20) hours per work week.

Part-time non-benefited employees are included in the bargaining unit and are not eligible to participate in Agency benefit programs.

Part-time non-benefited employees who accept a temporary full-time or part-time position (i.e. under Section D of this Article) will retain their bargaining unit status and will continue to accrue seniority in their former classification. They will revert to part-time non-benefited status upon completion of their assignment or upon reaching the 180 day limit.

Part time non-benefited employees will not be used to permanently replace regular full-time or part-time employees.

D. **Temporary Workers and Interns**

A temporary worker is defined as one who is employed to work for the duration of a specific project or period of time, not to exceed one hundred eighty (180) days, the maximum time allowed for a leave of absence. They shall not be a part of the bargaining unit and will not receive benefits provided to regular workers/employees.

Upon hiring a temporary worker, the Employer will provide the Union and Chief Steward notice of the program and/or special project to which the temporary worker will be assigned and the duration of the assignment.

An intern is an individual who is not paid by the Employer and works in a training capacity related to their area of study. Interns are not part of the bargaining unit and do not receive benefits provided to regular workers, except that a regular bargaining unit employee may also work as an intern on an Agency work-release program.

Interns and temporary workers shall not be used to permanently replace bargaining unit workers.

E. **Relief Workers**

Relief Workers are defined as bargaining unit employees who substitute in any of the classifications filled by regular employees. They can work from four (4) to forty hours per work week while regular workers are on sick leave, vacation, holidays, up to four (4) consecutive weeks.

If there is a need for a relief worker to continue to substitute for a regular worker beyond the four (4) consecutive weeks, they will be hired as a temporary worker and maintain their bargaining unit status, not to exceed the 180-day maximum time limit for a temporary worker. The Union and the Chief Steward will be notified in writing of the change in employment status. The employee will revert to Relief Worker status upon completing their assignment or upon reaching the 180 day limit.

The Employer will make every effort to use Part-time or Relief Workers before Full-time workers are asked to provide coverage in the aforementioned situations.

Relief Workers will not be used to permanently replace regular workers and are not eligible to participate in Agency benefit programs.

### **ARTICLE 13 - HOLIDAYS**

A. The following days shall be observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Cesar Chavez' Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	2 Floating Holidays

If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.  
If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

If a holiday falls on a regular scheduled day off, the worker/employee shall receive regular compensation time for said day.

If a holiday falls on a day on which a worker/employee is ill, he/she shall not be debited sick leave for that day.

- B. If a worker/employee is assigned and works on a holiday, he/she shall be paid at the regular rate for hours worked. The worker/employee shall take another day as the holiday during the same work month.
- C. Holidays are not considered as time worked in the compensation of overtime.
- D. In cases where more than one worker/employee has requested time off at the same time during a holiday, and if the work requirements require attendance, the supervisor will use seniority to determine who should be allowed preference in selection. Otherwise preference will be given on a first come first serve basis.

### **ARTICLE 14 - USE OF PERSONAL VEHICLE**

A. **Mileage Allowance**

The Employer shall reimburse workers'/employees' mileage, while working, at the maximum rate allowable by the IRS. Maximum allowable rates shall be implemented upon receipt of notice from the IRS.

**B. Damage**

If, in the course of transporting a client, the client soils the interior of the worker's/employee's automobile (beyond common or usual passenger damage) the Employer will reimburse the worker/employee up to the sum of \$100.00. Reimbursement will be made upon presentation of a receipt for payment showing required cleaning, description of damage, and a written incident report.

Additionally, if a worker's/employee's personal vehicle is damaged while driving on Agency business, the Employer will reimburse the employee's insurance deductible up to five hundred dollars (\$500) provided:

1. The driver of the other vehicle is responsible for the accident, as verified by a police report and the damage is unrecoverable from the other party by reason of lack of liability insurance, or
2. The damage is caused by a hit and run or unidentified driver as verified by a police report.

**C. Driver's License and Driving Record**

Employees working in a position that requires a valid California Driver's License whose license is expired, suspended, or whose DMV driving record is unacceptable to the agency's insurance provider, may be reassigned to a position not requiring a driver's license and an acceptable driving record, until evidence of license renewal is submitted and driving record has become acceptable within a period of no longer than thirty days from the date of discovery.

**ARTICLE 15 - HOURS OF WORK**

**A. Hours of Work**

The parties recognize the professional nature of the work performed by exempt workers/employees covered by this Agreement.

Exempt workers/employees shall adjust time and location of work to suit workload needs as determined by the CEO, or his/her designee.

The Employer shall recognize alternate work schedules consistent with its needs.

If non-exempt workers/employees are required by the Employer to work more than forty (40) hours per work week, excluding meal periods, they will be paid for said hours worked at one and one-half (1½) times the hourly rate of pay.

Two thousand eighty (2080) hours will be the number used for computing the appropriate rate of pay.

**B. Exempt and Non-Exempt**

The parties agree that all positions within the classifications specified in this Agreement are considered non-exempt with the exception of Therapist I, II, and III; and Clinical Coordinator I & II.

- C. **Make-Up Time**  
The Employer agrees to comply with State of California regulations regarding make-up time.
- D. **Year-End Closure**  
During the Year-End Closure, the employees will have the option to utilize their accrued vacation, floating holidays or take the time as unpaid days off. Sick leave may be used due to illness during the Year-End Closure, subject to Article 20 (A) (4).

## **ARTICLE 16 - UNION BUSINESS**

- A. **Access**  
Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which worker/employees are employed; provided, however, that no interference with the work of workers/employees shall result. The premises used for the delivery of services to clients shall be made available to the Union upon request for the purpose of transacting Union business upon securing prior approval from management (Human Resources). The rights of the clients shall be respected by all parties.
- B. **Union Stewards**  
The Employer agrees to recognize all elected Union stewards for each site location. The steward may receive complaints and is expected to represent the concerns and issues of the bargaining unit. However, only one of the stewards and/or the Chief Steward or Worksite Organizer may present the issues/grievances to management and see that the terms and conditions of the Agreement are observed, provided that such activity does not unduly interfere with the work assignment of the steward(s) or other workers/employees. Community Solutions will provide paid time to the Union stewards for the purpose of conducting their duties (excluding Union meetings), when such duties are performed within the steward's regular work schedule. It is specifically understood by this provision that stewards will not be required to "check out" or "sign in" when conducting their duties as stewards. The Union will notify the Employer, in writing, of the names of all duly authorized stewards and Worksite Organizers within thirty (30) days of execution of this Agreement or assignment/appointment changes are made.
- C. **Representation in Meetings**  
Workers/employees have the right to have a Union Steward present at meetings with supervisors or management representatives when such meetings are investigatory, accusatory or disciplinary in nature. It shall be the responsibility of the bargaining unit member to request the presence of a Union representative, per Weingarten Rules.
- D. **Access to Personnel Files**  
Union representatives shall be allowed access to appropriate materials in personnel files which are directly related to an alleged contract violation if the worker's/employee's written consent is presented to management.

E. **Bulletin Boards**

The Employer shall provide space at each facility for a bulletin board for the use of the Union. All materials posted must be dated.

The Union shall assume full responsibility for materials posted bearing its letterhead and views promulgated in such materials. Posted materials shall be removed when no longer timely.

F. **Materials and Supplies**

The Union shall be responsible for providing materials and supplies necessary for representation and for conducting its business at the Employer's premises.

G. **Union Orientation**

A union steward and/or the Internal Organizer shall be allowed twenty (20) minutes to make a presentation to a new hire and answer questions of such new workers/employees in classifications represented by the Union.

## **ARTICLE 17 - NO DISCRIMINATION**

A. **Standards**

No worker/employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union, and the Union agrees that workers/employees shall be admitted to membership without discrimination. Neither the Employer nor the Union shall discriminate for or against any worker/employee or applicant for employment covered by this Agreement on account of race, sexual preference, color, religion, national origin, citizenship status, age, sex, political affiliation, marital status, medical condition, disabled veteran, or physical or mental disability. The Employer and the Union agree that the provisions of this Agreement shall be implemented and applied to all workers/employees without discrimination on the same basis.

B. **Immigration Status/"No Match Letters"**

No worker/employee covered by this Agreement shall suffer any adverse action due to the receipt of a "No Match Letter" except as required by contract or law.

In the event that the Employer receives a "No match letter" from the Social Security Administration (SSA), the worker will be informed of the discrepancy. A copy of the letter will be provided to the worker. The worker will contact SSA to resolve the discrepancy and inform the Employer of any changes after the discrepancy has been resolved. The worker must contact SSA within two (2) weeks of notification by the Employer. Thereafter, the employee must show monthly progress of working toward resolution of the discrepancy to Human Resources. Any worker/employee who fails to resolve "no match" discrepancies within six (6) months of notification shall be considered terminated for cause.

## **ARTICLE 18 - LEGALLY REQUIRED PAYMENTS**

The Employer shall comply with all state and federal laws requiring the participation and payment of taxes, Social Security, Workers' Compensation, and Unemployment and Disability Insurance.

## **ARTICLE 19 - RETIREMENT PLAN**

After twelve (12) months of continuous employment, the Employer will match a worker's/employee's contributions to an individual tax deferred annuity account up to five percent (5%) of the worker's/employee's gross salary. The employer will provide 403(b) retirement plan information to employees and the Union at least once a year and will provide notice to the Union and employees before any changes are made to the current plan

The Employer's contribution will be made to a plan chosen by Community Solutions specifically set aside for this purpose. The worker's/employee's contribution can be made to any tax deferred annuity or tax sheltered annuity approved by the Employer.

## **ARTICLE 20 - LEAVES**

### **A. Sick Leave**

#### **1. Use of Sick Leave**

Sick leave may be used to cover absences due to illness, injury or medical or dental appointments of the worker/employee, the worker's/employee's spouse, the worker's/employee's dependent children or the worker's/employee's parents.

Except in cases of emergencies, medical and dental appointments should be scheduled in advance so as to create the least possible conflict with staffing requirements. The worker/employee will give the Employer at least twenty-four (24) hour advance notice of such appointments, except in an emergency.

#### **2. Sick Leave Accrual**

Full-time workers/employees earn sick leave at the rate of eight (8) hours per month. Part-time workers/employees shall earn a pro-rated share according to the number of hours worked per work week.

Unused sick leave may be accumulated up to a maximum of eighty-four (84) hours per year, and may be carried over from year to year.

#### **3. Pay for Sick Leave**

Accrued sick leave shall be paid at the worker's/employee's regular rate of pay for those regularly scheduled work days within the normal work week(s) which the worker/employee would have worked had the illness or injury not occurred.

A worker/employee serving an initial probationary period shall not be eligible for sick leave pay until he/she has completed one (1) month of service.

If a worker/employee retires or resigns, he/she shall be entitled to a sick leave cash out of sixty-five (65%) percent of the remaining sick leave balance, not to exceed eighty (80) hours.

4. **Doctor's Notes**

A doctor's certification may be required for absences of three (3) or more consecutive work days, where there is reasonable doubt of the validity of the leave.

All doctor's certifications of illness shall include the dates of the worker's/employee's illness, the date the worker/employee is able to return to work, and a specific statement by the treating physician of restrictions, if any, on the worker's/employee's ability to perform his/her regular duties and how long such restrictions should last.

5. **Reporting Absence and Return**

In order to receive compensation while absent on sick leave, the worker/employee must notify his/her supervisor each day of his/her absence prior to the start of their shift when possible. Exceptions will be made for emergency situations.

The worker/employee will make every effort to give as much advance notice as possible. Such notice is considered to have been given if the worker speaks to or leaves a voice mail for their supervisor and reception (or staff on duty for residential programs). However, for absences where the duration of which is known to be longer than one day, the worker/employee will advise management of the date of return to work.

Any unit employee absent on sick leave who is required to relieve a coworker must notify the employee whom he/she is to relieve and, if possible, his/her supervisor, as soon as possible but no later than one (1) hour before his/her shift is due to start.

6. **Exhaustion of Sick Leave**

A worker/employee may, but will not be required to use all of his/her accumulated vacation and sick leave prior to requesting leave without pay for the period of illness. A worker/employee shall retain the right to choose to integrate sick leave and vacation with State Disability Insurance.

**B. Mental Health Leave**

A worker/employee may take up to four (4) days annually of his/her accumulated sick leave allowance as mental health leave under the following conditions:

1. The worker/employee has completed probation, and
2. This leave may not be used to extend vacations or other leaves and holidays.

**C. Health/Disability Leave**

**1. Conditions of the Leave**

When a worker/employee is unable to work because of illness or injury (including causes related to pregnancy), he/she shall be granted a leave of absence for the period he/she is unable to work not to exceed six (6) months including paid and unpaid time. If the worker/employee receives payments from State Disability Insurance or Worker's Compensation, he/she may be paid a portion of his/her sick leave and/or vacation time so that when it is added to the State Disability or Worker's Compensation payment, the total amount shall not exceed the worker's/employee's regular salary. After accrued sick leave and/or vacation time has been exhausted, any contributed share from the Employer shall cease to be provided.

The leave request must be submitted as much in advance as possible with a written certification from the worker's/employee's treating physician stating that the worker/employee is disabled from work.

**2. Effect on Benefits**

Benefits will accrue during paid time.

Insurance benefits as set out in Article 32 will be continued for the duration of the leave but not to exceed four (4) months.

**3. Return from Leave**

a. Prior to returning from health/disability leave, the worker/employee must provide a written certification from his/her treating physician that the worker/employee is able to return to work and a statement of any work restrictions or limitations.

b. For all extended leaves provided under this Article where a temporary replacement has been hired, the worker/employee involved in direct client services shall give at least three (3) week's notice before returning to work. All others shall give at least two (2) week's notice.

Failure to return from the leaves provided in this Article on the established date will be considered a resignation.

**D. Leave of Absence without Pay**

**1. Duration of Leave and Reasons**

Leaves of absence without pay may be granted to workers/employees for a period of up to six (6) months. Requests for leaves of absence shall not be unreasonably denied, provided adequate advance notice is given.

If a worker/employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice, but no less than four (4) weeks, to the CEO or component Supervisor if the worker/employee is involved in direct client services. All others shall be given two (2) weeks' notice.

The following may be some reasons for such leave:

- a. Family illness or emergency
- b. Education or training which will benefit the Employer
- c. Parental Leave
- d. Personal reasons which do not unduly inconvenience the Employer

Except for family illness or emergency, any request for a leave of absence shall be submitted in writing by the worker/employee to his/her component Supervisor no less than five (5) weeks in advance of the time such leave is to begin.

The request shall state the reason the leave of absence is being requested and the specific length of time off the worker/employee desires.

Approval or disapproval for a leave of absence shall be furnished to the worker/employee by the CEO in writing.

**2. Effect on Benefits**

- a. While on leave without pay, the worker/employee is not on payroll and does not earn benefits.
- b. A worker/employee may continue his/her group health insurance as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA).

**E. Military Leave**

Any worker/employee who is a member of a reserve force of the United States shall be granted a leave of absence during the period of such activity. Any worker/employee who enters into active service while employed by the Employer shall be granted a leave of absence for the period of military service.

**F. Family Care Leaves**

1. Upon request, Family Care Leave without pay shall be granted for a period of up to three (3) months within each calendar year. This leave is intended for workers/employees who choose to leave work for the birth or adoption of a child or upon becoming legal guardian or foster parent.
2. This leave is also intended for those workers/employees who wish to take leave to care for a seriously ill child, parent, spouse, domestic partner, grandparent, or surrogate parent.
3. Family Care Leave for the reasons specified in subsection (2) may be taken in consecutive weeks or may be taken intermittently as needed.
4. Health insurance coverage shall be continued as provided in Section 32 for any workers/employees while on a Family Care Leave of absence.
5. The worker/employee may elect to use any accrued vacation, sick leave, and/or compensatory time during this unpaid leave of absence.
6. A worker/employee returning from leave is entitled to the same or to an equivalent position to the one held when leave began.
7. The period of leave provided under this Section shall not be cumulative to other periods provided under this Article.
8. The worker/employee shall provide reasonable advanced notice to Community Solutions of the need for a family care leave, the date the leave will commence and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the worker/employee will attempt to provide at least thirty
9. Community Solutions may request medical verification from the treating health professional to verify the serious illness of the child, parent, spouse, domestic partner, grandparent or surrogate parent.

**G. Leave for Union Business**

Upon thirty (30) days' advance notice, a long term leave without pay to accept employment with the Union shall be granted by the Employer for a period of up to one (1) year. No more than one worker shall be granted leave at any one time.

**ARTICLE 21 - BEREAVEMENT LEAVE**

Bereavement leave is provided to workers/employees so that they can discharge the customary obligations arising from the death of a member of the worker's/employee's immediate family. "Immediate family" shall mean the worker's/employee's parents, spouse, domestic partner, children, brothers/brothers-in-law, sisters/sisters-in-law, grandparents,

mother/father-in-law, aunts, uncles, grandchildren, first cousins, nieces or nephews or any person living in the worker's/employee's household.

Full-time workers/employees may take up to forty (40) hours paid at his/her regular rate. Any leave time exceeding twenty-four (24) hours will be debited against sick leave, vacation, or may be taken as leave without pay.

Part-time workers shall receive bereavement leave on a prorated basis.

## **ARTICLE 22 - VACATION**

### **A. Accrual**

All regular full-time benefited workers shall accrue vacation leave based upon the following rate:

0-4 years of services 3 weeks

5-9 years of service 4 weeks

10 years and over 5 weeks

For regular part-time workers/employees who work less than forty (40) hours per week, but twenty (20) or more, vacation and holidays will be prorated according to the number of hours worked per work week.

Workers/employees who work less than twenty (20) hours per week will not be entitled to vacation.

Workers/employees shall receive no time off for vacation until they have completed their probationary period.

### **B. Scheduling**

Vacation leaves shall be scheduled at times that will not cause serious disruption or interference with the Employer programs. Vacation scheduling shall be authorized on a first come first serve basis, except in case of a tie where seniority will prevail and requests will be responded to in a timely fashion, not to exceed ten (10) calendar days. No vacation request shall be unreasonably denied.

### **C. Vacation Pay-out**

A vacation paycheck may be given to a worker/employee together with his/her last regular paycheck, prior to the start of his/her vacation, provided the worker/employee submits a written request for advance vacation pay two weeks in advance.

Upon separation from employment with the Employer, for whatever reason or purpose, a worker will be compensated for unused vacation.

Workers/employees who do not successfully complete their probationary period are not entitled to vacation pay.

Workers may carry accrued but unused vacation into an ensuing accrual year provided that at no time their accrued vacation balance exceeds 1.5 times their annual accrual rate.

In the event a worker/employee is not approved vacation sufficient to stay at or below their cap, the worker/employee will be paid out for such time required by the manager to remain on the job, provided the employee had previously requested and been denied vacation.

Vacation will be paid out at the current rate of pay.

There will be no vacation pay-back unless the worker/employee is unable or requested not to take vacation.

### **ARTICLE 23 - JURY DUTY AND WITNESS DUTY**

Upon receipt of a summons for jury duty or witness duty, the employee must immediately present the notice to his/her supervisor. The employee must then forward the summons/subpoena to Human Resources for placement in the employee's file. In the event the employee is called for and/or serves on a jury, or as a witness, the employee is required to advise his/her supervisor and Human Resources. Upon completion of service, the employee must obtain documentary proof of time served and submit it to Human Resources.

Absence for jury/witness duty must be recorded on the employee's time sheet. If the employee is dismissed from jury duty/witness duty, he/she will be required to return to work for the next full shift.

The return to work will not be required in instances where the employee has worked forty (40) hours, including time served in jury/witness duty in any given work week. Employees shall receive the difference between any compensation received for jury/witness duty and his/her regular straight time pay.

### **ARTICLE 24 - PAID EDUCATIONAL LEAVE TUITION COSTS, WORKSHOPS/CONFERENCES AND TRAINING**

- A. **Educational Leave and Tuition Cost Reimbursement**  
Educational Leave and Tuition Cost Reimbursement with approval of the immediate Supervisor and the CEO may be granted to all regular full-time workers. The eligible worker may be permitted to take time off during the work day to attend the college or university of their choice if such activity is relevant to his or her job with the Employer and will enhance the personal and professional growth of the staff person without adversely affecting the services offered by the Employer.

1. **Eligible Programs**

Programs considered for either paid educational leave or tuition cost reimbursement shall be as follows:

- a. Educational programs necessary for licensure, relicensure or certification related to the current job or jobs to which the worker/employee can expect to transfer or be promoted in the usual course of employment.
- b. Formally organized courses related to the worker's/employee's current job or jobs to which the worker/employee can expect to transfer or be promoted in the usual course of employment, or if mutually agreed upon, in another appropriate job field.
- c. Formally organized courses in related subjects leading to a degree in the worker's/employee's current job or jobs to which the worker/employee may expect to transfer or be promoted in the usual course of employment or, if mutually agreed upon, in another appropriate job field.

The various programs covered above include those sponsored by educational institutions, government agencies or professional associations.

B. **Workshops/Conferences**

With the approval of the immediate Supervisor and the CEO, all regular workers/employees may be permitted to attend non-mandatory specialized workshops and conferences during the work day not to exceed eight (8) hours per day.

The Employer's budget permitting and with prior approval of the Program Director and CFO, regular workers/employees will be reimbursed for cost directly related to the workshop/conference such as registration, meals, lodging, travel, mileage and required materials.

1. **Eligible Workshops/Conferences**

These shall be defined as those which:

- a. Offer sessions/courses related directly to the job of the worker/employee or to jobs to which the worker/employee may expect to transfer or be promoted in the course of employment or, if approved in another appropriate job field.
- b. Offer sessions/courses not deemed as a requirement or elective in pursuit of a specified certificate, degree, or licensure, but may offer Continuing Education Units applicable to college/university credit.
- c. Are sponsored by educational institutions, government agencies, union or professional associations/societies.

The above shall not apply to workshops and conferences where attendance is mandated by the Employer, funding sources, or regulatory entities. In these cases, all time spent traveling to and actively participating in such workshops or conferences (i.e. excluding non-working lunch and dinner breaks and sleep time) shall be considered time worked regardless of the time or the day of the week or the employee's normal schedule. Employees will be reimbursed for costs directly related to mandatory workshops and conferences, including registration, meals, lodging, travel, mileage and required materials.

**C. Training**

The CEO or his/her designee may provide or authorize in-service training for all workers/employees, or categories of workers/ employees, upon the determination of need for such training and the accomplishment of the objectives of the Employer. Such training could include but is not limited to the following:

1. Formally organized seminars and symposia dealing with contemporary practices in the worker's/employee's current job or jobs to which the worker/employee can expect to transfer or be promoted in the usual course of employment or if mutually agreed upon, in another appropriate job field.
2. Formally organized specialized courses or programs relating to the worker's/employee's current job field.

Workers/Employees may be required to attend courses of training conducted during normal working hours.

The expense of such training shall be borne by the Employer. Participation in such courses of training may be reflected in the worker's/employee's performance evaluation.

**D. Administration**

Requests for paid educational leave, tuition cost reimbursement and leave for workshops shall be made in writing on forms established by the Employer setting forth the details, i.e., dates, hours, subject, faculty, relationship to current and/or possible future positions.

A worker/employee should submit a written request for paid educational leave, tuition cost reimbursement and leave for workshops (including mandatory workshops/conferences) at least one (1) month in advance. The Employer will notify the worker/employee in writing within two (2) weeks as to whether the request has been approved or denied. A written response must be received to indicate approval. A later request will not be denied solely because of nonconformance with this time limit.

The Employer's budget and operations permitting, leave request from eligible workers/employees shall not be unreasonably denied. The following procedures must also be followed for the proper administration and implementation of Sections A and B:

1. Workers/Employees requesting educational leave or tuition cost reimbursement must submit official documentation, including class schedule, to demonstrate that he/she is in fact enrolled in school. Workers/Employees requesting leave for workshops/conferences must submit documentation (i.e. brochures, etc.) indicating the subject matter of those conferences and demonstrating how they relate to the worker's/employee's current job duties.
2. Supervisor of the worker/employee requesting time off for educational leave, tuition cost reimbursement or workshop/conference leave, must approve or deny the request. The supervisor will submit the request for final approval or denial to the CEO, who will respond to said request in a timely manner.
3. Agreements for school time off between worker/employee and the Employer are binding for the quarter or semester for which approval is given. Employees shall submit proof of enrollment and a copy of their grades at the end of each grading period. Employees shall be expected to earn at least a "C" in the class or a "pass" in a pass/fail class in order to qualify for future educational leave or tuition reimbursement, unless there have been extenuating circumstances.

Workers/employees must reapply for Educational Leave or Tuition Reimbursement each quarter or semester they plan to attend following the above guidelines. Applications which are received prior to submission of all necessary paperwork for the prior quarter/semester may be tentatively approved but approval will be rescinded if the above conditions are not met.

4. Worker/employee must report to administration the dropping of school or any change in school scheduled hours that occur during semester or quarter that affect the total monthly hours of school leave granted. Similarly, any changes in workshop or conference schedules must be reported to administration as soon as the worker/employee learns of such changes.
5. **Parameters for Educational Leave, Tuition Cost Reimbursement**
  - a. **Educational Leave**

If the course is offered and taken during the work day, then the worker/employee will be allowed one hour of paid educational leave for each hour in class during the work day not to exceed a total of eight (8) hours per week.

Paid educational leave may be taken by full days or by hourly increments.
  - b. **Tuition Cost Reimbursement**

Workers will be eligible to receive tuition cost reimbursement for approved courses regardless of the hours or schedule of the course(s).
  - c. Eligible workers/employees shall receive paid leave for those hours he/she attends such approved workshops or conferences, regardless of the worker's/employee's shift or schedule (i.e., workers/employees will not be docked

in compensation and will be granted "time off" when necessary to accomplish the purpose of this Article.)

## **ARTICLE 25 - JOB DESCRIPTIONS**

It is agreed that the Employer and the Union shall maintain descriptions setting forth job duties in accordance with duties necessary to perform the job.

At the time a worker/employee commences work or is assigned a new position, he/she will be provided with a job description outlining the duties and assignments of that position as an aid to understanding the requirements of the new job. Job descriptions shall be made available to the Union upon request.

The Employer agrees to provide reasonable notice to the Union, Chief Steward, and affected workers/employees of its intent to change job descriptions or create new job descriptions for work within the bargaining unit and will meet with the Union to discuss concerns or questions.

## **ARTICLE 26 - WORKLOAD**

### **Productivity Improvement Committee**

Within thirty (30) days of this Agreement, the Employer will convene a Productivity Improvement Team consisting of five (5) labor designated bargaining unit members and three (3) members of management for purposes of reviewing, discussing and resolving issues of the targeted expectation of productivity per month which affects workload. Progress/results to be discussed at labor/management meetings.

The parties agree to strive to provide the highest quality of client services. The Employer reserves the right to set productivity standards which shall be set in accordance with the regulations set forth by the applicable funding source, and the variables which impact the manner in which the Employer derives its revenues.

The Employer shall not set productivity standards in an arbitrary or punitive manner. The Employer will make a reasonable attempt that in the case of a worker's/ employee's leave, which exceeds 30 calendar days, that the Employer will replace the absent worker with a temporary worker and will not assign the case load to existing workers.

The Employer will make reasonable efforts to maintain adequate staffing levels in order to ensure worker and client safety as dictated by regulations.

## **ARTICLE 27 - MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the duty and the right to manage the agency and to direct the work forces. Consequently, except as otherwise provided in this Agreement, nothing herein shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management including, but not limited to, the following:

- A. The determination or modification of Employer's goals and objectives, including the determination or modification of nature and scope of the worker's/ employee's functions, the determination or modification of the size, number, location and function of the Employer's organizational units or other activities.
- B. The specification, determination, and allocation of fiscal resources and acquisition of land, buildings, apparatus, equipment, or other materials, including program materials, and the use of such land, buildings, equipment or material.
- C. The establishment of methods of operation and procedures, including, for example, program and client evaluation procedures and the institution of technological alterations and processes or equipment or both.
- D. The right to determine, develop and modify programs and services and implement the outcome of these decisions.
- E. The direction of the workforce, including the right to determine the scope of job classifications, work and duty assignments.
- F. The recruitment, utilization, and assignment of volunteers (including students and interns), to assist and supplement the regular staff. Such volunteers or students will not be considered members of the bargaining unit, shall not be used as replacements for members of the bargaining unit, either on a temporary or permanent basis.
- G. The employment, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement, and shall not be used to permanently replace bargaining unit members.
- H. The contracting with consultants and specialists to perform special assignments. It being understood and agreed that the regular staff will work with such consultants and specialists in the performance of their assignments; provided that such consultants and specialists will not permanently displace a bargaining unit position.
- I. The utilization of professional resources of the community to optimize the maximum of resources available to clients and to better fulfill the mission of the Employer.
- J. The design and implementation of safety programs and plans for Increased efficiency, including the design and implementation of rules and policies in conformance with the requirements specified by funding sources and other applicable state and federal regulations (i.e., Drug Free Workplace Act).
- K. The determination of worker/employee qualifications.

- L. The right to select, hire, transfer, promote, demote, layoff, discipline and discharge workers/employees, including temporary workers/employees.
- M. The right to determine and recognize meritorious performance, provided such recognition does not include monetary compensation.
- N. The right to determine the number of hours worked, the schedule of the workday, schedule of lunch time and break times, the amount of overtime to be worked, if any, and the workers/employees working such overtime.
- O. The right to determine the scheduling of vacations and other time off.
- P. The right to establish and enforce reasonable rules and regulations pertaining to conduct and deportment of workers/ employees, such reasonableness being subject to the provisions of this Agreement.

The above should not be exercised in an arbitrary or punitive manner.

## **ARTICLE 28 - PERFORMANCE EVALUATION**

The Employer shall maintain a system for evaluation of the work performance of all unit workers/employees.

### **A. Purpose**

It shall be the purpose of the performance evaluation system to provide for a review to determine the degree that a worker/employee meets the performance requirements of the job. Performance evaluations shall be standardized in content areas applicable to the position within each component and shall relate to job requirements. They shall serve as a guide for planning career mobility, and the type of supervision, instruction, counseling and training that may be needed by the worker/employee. The worker/employee shall be advised of his/her strengths, weaknesses, and steps necessary to improve performance.

### **B. Procedure**

Workers/employees will participate in their evaluations. They will have the opportunity to read the evaluation. The worker/employee will sign the evaluation indicating receipt of a copy but not necessarily agreement. The worker/employee will be allowed to submit a supplementary statement if he/she so desires which will be attached to the evaluation.

#### **1. Probationary Workers/Employees**

A performance evaluation shall be made prior to the end of the probationary period after sixty (60) days' employment provided the probationary employee continues employment at that time. Additional evaluations may be rendered at different times during the probationary period as a guide to the development of the worker/employee, or as notice of needed improvement or unsatisfactory performance.

All evaluations during probationary period are at the Employer's discretion. Probationary worker's/employee's evaluations are not subject to the appeal procedure in this Article or in the grievance procedure in Article 7.

2. **Regular Workers/ Employees**

A performance evaluation shall be made once a year. Additional evaluations may be rendered as necessary in order to aid a worker/employee to remedy deficient performance.

3. **Reviewer**

Written evaluations on all workers/employees will be reviewed by the Executive Director or his/her designee.

C. **Confidentiality**

Performance evaluations shall be considered confidential and shall be subject to review only by those persons who are authorized to review such material.

D. **Appeal**

Performance evaluations shall not be used as a substitute for progressive discipline. A regular worker/employee may grieve the alleged failure to follow the evaluation procedures, and purposes specified in this Article as provided in Article 7 (Grievance Procedure) of this Agreement. Further, a regular worker/employee shall have the right to have the substantive part of his/her performance evaluation reviewed by the Executive Director. After such review, the worker/employee also may appeal an evaluation with an overall rating of unsatisfactory to the Board of Directors by informing the Executive Director of such appeal in writing. The appeal and documentation in its support shall be made available to the Board for review. The appeal shall be heard as follows:

1. The Personnel Committee of Board of Directors will review the appeal and may call such witnesses as necessary to the presentation of facts. The designated support staff to the Personnel Committee shall notify the worker/employee by registered mail of the time and place thirty (30) days prior to such hearing, and shall advise him/her of the right to representation and to call witnesses. After hearing the case, the Personnel Committee will advise the Board of Directors of its decision. The Board, at its next regularly scheduled meeting, will either adopt or reject the committee's decision and communicate its determination in writing to the worker/employee.

## **ARTICLE 29 - BASIC PRINCIPLES, CONFLICTS OF INTEREST**

A. **Human Relations**

The Employer and workers/employees will be fair, frank and honest with all personnel at all times and respect their rights as workers/employees and individual human beings. It is the belief and the intention of the Employer that each worker/employee should be afforded the opportunity to derive satisfaction, pride and respect from the proper performance of his/her duties and from his/her association with the Employer.

**B. General Requirements**

Based on the foregoing principles, the workers/employees shall:

1. Notify Human Resources of the worker's/employee's current address, telephone number, tax status, benefit coverage, person to notify in case of emergency or any factors which effect the worker's/employee's ability to carry out his/her duties.
2. Notify Human Resources immediately following any injury on the job.
3. Not accept any money, gifts, or other gratuities which influence the provisions of service from persons receiving, or eligible to receive, benefits or services, or from persons or organizations that might benefit from a worker's/employee's action or favor.
4. Not serve as a voting member of the governing Board of Directors of the Employer or as a voting member of the Board's committees.
5. Not supervise another member of the "immediate family" (within the sixth degree of relationship) or have the ability to affect the salary or evaluation of that member.
6. Not engage in outside employment that constitutes a conflict of interest with the purpose, goals or objectives of the Employer;
7. Comply with all lawfully established policies and procedures of the Employer and those inherent in the Employer's funding sources. The Employer must make said policies or procedures known to the workers/employees.
8. Perform his/her assigned duties and not attend to personal business during the hours of service established by the Employer (lunch and rest periods excluded).

**C. Therapy**

Time during normal working hours will be granted to a worker/employee for psychological or psychiatric therapy outside the Employer in the belief that such therapy would benefit the agency as well as the individual worker/employee. No compensation other than time off, at a maximum of one hour per week, plus traveling time, not to exceed one hour, will be made for such therapy.

**ARTICLE 30 - EFFECT OF THE AGREEMENT**

The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. Unless mutually agreed to by the parties, no further negotiations shall take place on any item addressed herein during the term of the Agreement except as specifically provided herein.

## ARTICLE 31 - COMPENSATION

### 1. Wages

Bargaining unit workers/employees shall be paid in accordance with the step based raise pay scale schedule provided in "Appendix A."

#### A. Effective year one of the contract:

1. All workers in all classifications covered by this Agreement shall receive a one and one half percent (1.5%) base wage increase with the exceptions of the following classifications Therapist I, II, III and Clinical Coordinators I and II.
2. Administrative Support I and II will receive an additional one percent (1%) base wage increase.
3. Therapist I and Clinical Coordinator I shall receive a \$2,000.00 base wage pay increase.
4. Therapist II, III and Clinical Coordinator II shall receive a \$2500.00 base wage pay increase.
5. Steps 1 through 5 will remain at a two percent (2%) base wage increase between steps for all classifications. Steps 6 and 7 will be added to the step-based raise scale.
6. Between step 6 & 7 there will be a two and one half percent (2.5%) base wage increase between the steps.

#### B. Effective year two of the contract:

1. The following classifications: Therapist II, III and Clinical Coordinator II shall receive a \$2,500.00 base wage increase.
2. Steps 1 through 5 will remain at a two percent (2%) base wage increase between the steps for all classifications.
3. Steps 6 and 7 will remain at a two and one half percent (2.5%) base wage increase between the steps for all classifications.

#### C. Effective year three of the contract:

1. All workers in all classifications covered by this Agreement shall receive a one percent (1%) base wage increase with the exception of the following classifications Therapist I, II, III and Clinical Coordinators I and II.

2. The following classifications: Therapist II, III and Clinical Coordinator II shall receive a \$2,500.00 base wage increase
3. Steps 1 through 5 will remain at a two percent (2%) base wage increase between the steps for all classifications.
4. Steps 6 and 7 will remain at a two and one half percent (2.5%) base wage increase between the steps for all classifications.

**D. Hiring Rate**

It is the Employer's intent to generally hire new employees at step 1 of the step-based raise scale as provided in "Appendix A" unless Community Solutions finds it difficult to secure qualified applicants or wishes to employ a person of unusual qualifications. The Employer shall provide notice to the Union of their intent to hire a new worker/employee above step 1 and give the reasons for such action.

**E. Movement through Step-Based Raise Scale**

New employees shall be hired at entry step 1 of a 7step based raise scale except as specified in Section D of this Article.

Employees shall move to the next higher step which allows for a pay rate increase of two percent (2%) for steps 2 through 5 and an increase of two and one half percent (2.5%) for steps 6 and 7, on their anniversary date of hire, date of promotion, or date of negotiated increase.

**F. Promotions or Transfers**

Upon promotion, the employee shall move to the new classification on the step based raise scale that allows at least a two percent (2%) increase. Thereafter, the employee shall be eligible for a step based raise one (1) year from the date of promotion. Upon transfer to a position within the same job classification, the pay rate shall remain the same.

**G. BBS Licensure**

Upon licensure, the employee shall move to the new classification at the step that allows for at least a \$5,500 increase.

**H. Step-Based Raise Scale (Appendix A)**

The employer will add step 6 & 7 to the step-based raise scale. Steps 6 & 7 will be a 2.5% increase between the steps. Steps 2 through 5 shall remain at a 2% increase between steps

Upon ratification of the contract, all employees who are currently at step 5 and have been maxed for one full year will be placed on step 6, and shall move to the next step one (1) year from placement on step 6.

The following classifications shall receive a base pay increase:

Therapist I	\$2,000.00
Clinical Coordinator I	\$2,000.00
Therapist II (Licensed)	\$2,500.00 for each of the next three years
Therapist III (Licensed)	\$2,500.00 for each of the next three years
Clinical Coordinator II	\$2,500.00 for each of the next three years

## 2. Supplemental Earnings

### A. On-Call Pay

1. **Definition:** On call is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned. On-call duty is in addition to and distinct from the normal workweek.
2. Each worker/employee who is assigned to be on call shall be paid thirty dollars (\$30) per day.

Each worker/employee assigned to be on-call and who is called to work, shall receive straight time pay, for such time spent in the performance of his/her duties.

Each worker/employee assigned to be on-call during a paid holiday recognized under this Agreement shall be paid forty (\$40) dollars per day.

3. Pursuant to Article 27, the Employer reserves the right to assign "on call" time consistent with its needs. The process for making said determination shall give full consideration to using qualified staff and the assignment shall be accomplished in accordance with the worker/employee preference to the extent possible, and shall not unduly burden or disadvantage any one staff person.

### B. Bilingual Pay Differential

The Employer agrees to pay one hundred dollars (\$100) per month over and above the base compensation to a bilingual worker/employee upon proof that the worker/employee is able to speak a second language by satisfactorily completing an appropriate certification test administered by the Employer.

#### Tier I

Bilingual skill payments for speaking a second language will be made when one or more of the following circumstances exist:

1. Public contact requires continual citing and explaining information in a language other than English; or
2. The position is the only one in the work location where there is a demonstrated need for language translation in the provision of services to the public.

## **Tier II**

The Employer agrees to pay forty dollars (\$40) per month over and above the base compensation to a bilingual worker/employee upon proof that the worker/employee is able to also write a second language by satisfactorily completing an appropriate certification test administered by the Employer, under the following conditions:

1. When translation of written material in another language is a regular assignment; or
2. When documentation, such as treatment plans, is required to be generated in another language

The Employer agrees that any worker/employee who meets the above conditions will be allowed to take the bilingual certification test/s as soon as possible but no later than thirty (30) calendar days after requesting bilingual pay.

### **C. Night Shift Differential**

The Employer will pay a night shift differential of thirteen dollars (\$13.00) to Residential program component/shelter workers/employees for each sleep over period worked. To qualify for the night shift differential, the shift must include at least six (6) hours of awake and on duty work between 10:00 p.m. and 6:00 a.m.

### **D. Evening Shift Differential**

The Employer will pay an evening shift differential of ten dollars (\$10.00) to residential program component workers/employees who work a shift which includes at least six (6) hours of work between 2:00 p.m. and 10:00 p.m.

### **E. Relief in a Higher Classification Pay**

A worker/employee who works for a period of twenty-one (21) consecutive hours, excluding meal periods, in a higher classification shall be paid at the nearest step in the higher classification which provides for an increase in pay.

### **F. Credit for Education/Certification**

Employees will receive an additional one percent (1%) wage increase for the attainment of a non-required masters degree in their position/classification.

1. When an employee is MHRS certified by Santa Clara County, a stipend of forty dollars (\$40) per pay period will be paid to the employee if the certification is a requirement and/or will be utilized regularly for the position held.
2. When an employee is CADC certified through the State of California or equivalent certification, a stipend of fifty dollars (\$50) per pay period will be paid to the employee if the certification is a requirement and/or will be utilized regularly for the position held.

### **G. Longevity Pay**

Full-Time Benefited employees will receive longevity pay based on their date of hire as a full-time benefited employee. Longevity Pay will not add to the base pay rate.

Upon ratification of this agreement employees shall initially receive longevity pay based on the number of completed years of full-time benefited employment. (ex. 11 years of service will receive the 10 year bonus payment of \$500)

8 years completed full-time employment	\$375.00
10 years completed full-time employment	\$750.00
15 years completed full-time employment	\$1000.00
20 years completed full time employment	\$1500.00
For every 5 years completed full-time employment after 20	\$1500.00

## ARTICLE 32 - BENEFITS

### 1. Life Insurance

The Employer agrees to maintain life insurance plan which provides for two times the annual worker's/employee's salary with a maximum of one hundred twenty thousand dollars (\$120,000.00).

### 2. Health Insurance Plans

The Employer shall, during the life of this Agreement, maintain equivalent benefit plans which are being provided to the workers on the effective date of this Agreement. These shall include medical, dental, and vision plans. Chiropractic care will also be provided if it is allowed by the medical plans contracted by Community Solutions to provide benefits to workers/employees during the term of the Agreement.

The parties further agree that if changes become necessary or advantageous to them as a result of state or federal health legislation, the parties will open this section to incorporate those changes or any modifications or additions the parties may negotiate at that time. The opening of this section will be made at the request of either party.

The Employer agrees to pay the following premiums:

#### A. Traditional Kaiser HMO:

1. For current full-time eligible employees-and their eligible dependent child(ren), the employer will pay 100% of the premium for Traditional Kaiser HMO \$15 co-pay medical plan, a dental and a vision plan, effective January 2011.
2. For full-time eligible employees who wish to cover a spouse or certified domestic partner, the agency shall pay 90% of the premium for Traditional Kaiser HMO \$15 co-pay plan medical plan, dental and vision plans if the spouse/certified domestic partner is unemployed or does not have access to employer or publicly funded health insurance.

Employees will be responsible for the remaining 10% in premium which will be made through payroll deduction and will be deducted on a pre-tax basis.

3. For full-time eligible employees who wish to cover a spouse or certified domestic partner, the agency shall pay 50% of the premium for Traditional Kaiser HMO \$15 co-pay plan medical plan, dental and vision plans if the spouse/certified domestic partner has access to employer or publicly funded health insurance. Employees will be responsible for the remaining 50% in premium which will be made through payroll deduction and will be deducted on a pre-tax basis.

#### **B. Kaiser PPO Plan**

Eligible benefited employees may choose to enroll in the PPO plan. They will be responsible for the cost difference in premiums.

1. For current employees who are receiving PPO coverage as of July 1, 2005 the employer shall continue to pay-100% of the premium for the Kaiser PPO health care coverage for employee, and eligible dependent child(ren).
2. For full-time eligible employees who are receiving PPO coverage as of July 1, 2005 and wish to cover a spouse or certified domestic partner, the agency shall pay 50% of the premium for PPO coverage plan, dental and vision plan if the spouse/certified domestic partner has access to employer or publicly funded health insurance. Employees will be responsible for the remaining 50% in premium which will be made through payroll deduction and will be deducted on a pre-tax basis.
3. For full-time eligible employees who are receiving PPO coverage as of July 1, 2005 and wish to cover a spouse or certified domestic partner, the agency shall pay 90% of the premium for PPO coverage plan medical plan, dental and vision plans if the spouse/certified domestic partner is unemployed or does not have access to employer or publicly funded health insurance. Employees will be responsible for the remaining 10% in premium which will be made through payroll deduction and will be deducted on a pre-tax basis.
4. Community Solutions shall verify eligibility twice per year

For regular part-time benefited employees working more than twenty (20) hours but less than forty (40) hours per week, health benefit premiums will be pro-rated based on the number of hours worked

**3. Medical Coverage Waiver**

Any employee who can prove that he or she, spouse/certified domestic partner, and/or dependent child(ren) are covered in full on another's coverage may waive medical insurance coverage through the Employer and receive a waiver payment of \$150.00 per month.

Employee Only Coverage Waived	\$150.00 per month
Spouse/Certified Domestic Partner Only	\$150.00 per month
Dependent Child(ren) Only	\$150.00 per month

Such employee shall have the option to re-enroll during the open enrollment period or within 31 days when a life qualifying event occurs (for example, loss of health insurance).

**4. Flexible Spending Account**

The Employer will maintain an IRS Section 125 Flexible Spending Account Plan to allow employees to set aside pre-tax dollars for eligible Health Care and Dependent Care expenses as allowed by law.

**5. Long Term Disability**

The Employer agrees to maintain and pay 100% of the premium for a long term disability plan for eligible benefited employees.

**ARTICLE 33 - LABOR/MANAGEMENT COMMITTEE**

The Employer and the Union recognize a mutual interest in providing quality services. In order to address issues of concern, the Employer and the Union agree to create a monthly meeting of Union and Management representatives. The committee will meet monthly on a mutually agreed upon date and time, unless the parties agree to cancel a meeting for the month. The parties agree that these meetings will be used to maintain open and respectful communication, to identify areas of inadequacies, and to determine appropriate resolutions. The Union and Management representatives will make every effort to provide specific agenda items to each other seven (7) days prior to the scheduled meeting.

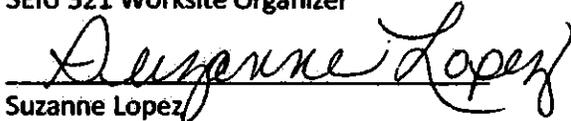
**ARTICLE 34 - TERM OF AGREEMENT**

This Agreement shall be effective thirty (30) days after ratification and execution by the parties, and shall remain in full force and effect until and through October 30, 2013, shall continue thereafter from year-to-year unless notice to amend, modify, or terminate is served by either party at least ninety (90) days prior to its termination.

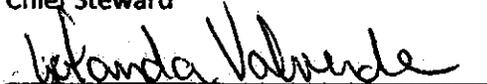
Agreement Based on Member and Board Ratification.



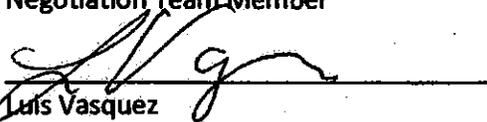
Debbie Silva  
SEIU 521 Worksite Organizer



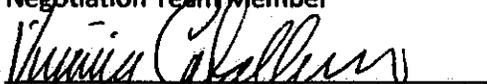
Suzanne Lopez  
Chief Steward



Yolanda Valverde  
Negotiation Team Member



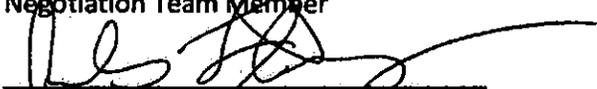
Luis Vasquez  
Negotiation Team Member



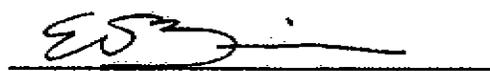
Virginia Caballero  
Negotiation Team Member



Amanda Martinez  
Negotiation Team Member



Carlos Flores  
Negotiation Team Member



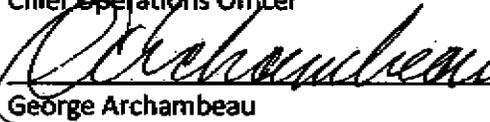
Erin O'Brien  
CEO



Patrick Wiley  
HR Director



Linda Jordan  
Chief Operations Officer



George Archambeau  
Chief Financial Officer



David Chicoine  
Quality Improvement Director



Leticia Hidalgo  
Human Resource Generalist

## APPENDIX A

### Step-Based Raise Scale

Rates Following Negotiated Increase 2010 - Effective 11/15/10

Classification	Status	Step 1	Step 2 2%	Step 3 2%	Step 4 2%	Step 5 2.50%	Step 6 2.50%	Step 7 Maxed
Admin Support I	Hourly	\$ 14.51	\$ 14.80	\$ 15.09	\$ 15.39	\$ 15.70	\$ 16.09	\$ 16.50
Admin Support II	Hourly	\$ 16.16	\$ 16.49	\$ 16.82	\$ 17.15	\$ 17.50	\$ 17.93	\$ 18.38
Admin Support III	Hourly	\$ 17.44	\$ 17.79	\$ 18.15	\$ 18.51	\$ 18.88	\$ 19.35	\$ 19.83
Case Manager	Hourly	\$ 18.63	\$ 19.00	\$ 19.38	\$ 19.77	\$ 20.16	\$ 20.67	\$ 21.19
Coordinator	Hourly	\$ 20.48	\$ 20.89	\$ 21.31	\$ 21.74	\$ 22.17	\$ 22.73	\$ 23.30
Facilitator	Hourly	\$ 18.49	\$ 18.86	\$ 19.24	\$ 19.62	\$ 20.01	\$ 20.52	\$ 21.03
Janitor	Hourly	\$ 13.83	\$ 14.10	\$ 14.39	\$ 14.67	\$ 14.97	\$ 15.34	\$ 15.73
Peer Advocate	Hourly	\$ 18.63	\$ 19.00	\$ 19.38	\$ 19.77	\$ 20.16	\$ 20.67	\$ 21.19
Program Specialist I	Hourly	\$ 14.89	\$ 15.19	\$ 15.49	\$ 15.80	\$ 16.12	\$ 16.52	\$ 16.94
Program Specialist II	Hourly	\$ 16.44	\$ 16.77	\$ 17.11	\$ 17.45	\$ 17.80	\$ 18.24	\$ 18.70
Relief Worker	Hourly	\$ 13.54	\$ 13.81	\$ 14.09	\$ 14.37	\$ 14.66	\$ 15.03	\$ 15.40
Therapist I	Salary	\$ 1,775.77	\$ 1,811.29	\$ 1,847.52	\$ 1,884.47	\$ 1,922.16	\$ 1,970.21	\$ 2,019.46
Therapist II	Salary	\$ 1,913.92	\$ 1,952.20	\$ 1,991.25	\$ 2,031.07	\$ 2,071.69	\$ 2,123.48	\$ 2,176.57
Therapist III	Salary	\$ 2,041.16	\$ 2,081.98	\$ 2,123.62	\$ 2,166.10	\$ 2,209.42	\$ 2,264.65	\$ 2,321.27
Clinical Coordinator I	Salary	\$ 1,826.73	\$ 1,863.26	\$ 1,900.53	\$ 1,938.54	\$ 1,977.31	\$ 2,026.74	\$ 2,077.41
Clinical Coordinator II	Salary	\$ 1,968.46	\$ 2,007.83	\$ 2,047.99	\$ 2,088.95	\$ 2,130.72	\$ 2,183.99	\$ 2,238.59

**APPENDIX B SIDELETTER - EXISTING ADMIN II**

Per agreement between SEIU Local 521 and Community Solutions, effective October 31, 2007, the Existing Admin II who is outside of the pay scale will only be eligible for bargaining COLA increases. Step increases will not be given until the step system catches up with his/her pay rate. The Existing Admin II will be placed in Step 5.