

Collective Bargaining Agreement

Between



Creating Opportunities • Changing Lives

And



SEIU Local 521

Service Workers International Union, CTW, CLC

October 30, 2016 ~ October 30, 2020

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PREAMBLE

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

RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with Community Solutions for Children, Families and Individuals 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 in the following bargaining unit:

INCLUDED, but not limited to all administrative support workers I, II and III; therapist I and II; program specialists I and II; peer partners, developmental specialists, program coordinators; case managers; clinical coordinators I, II and III; relief workers; facilitators; janitors and maintenance workers employed at Community Solutions' for Children, Families and Individuals in 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 workers.

EXCLUDED, but not limited to, confidential and temporary workers, students/interns, physicians, guards and managers/directors as defined in the National Labor Relations Act, as amended.

ARTICLE 2 – UNION SECURITY

2.1 Union Shop

All workers 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 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.

2.2 Dues

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

2.3 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. The Employer will also provide the Union with the names of all bargaining unit workers terminated, who have retired, who are on leave, and who were hired in the intervening period.

2.4 Charity Fee Deduction

To qualify for deduction of the Charity Fee, in lieu of paying dues, the worker 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 worker'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 worker's choice.

2.5 Reinstatement

Upon the reinstatement of any worker, or upon the recalling of any worker from layoff status, the Employer will resume or initiate dues for such unit member in accordance with Section 2.1 of this Article.

2.6 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.

2.7 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 the 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 who have authorized COPE deductions and the amount of that deduction per pay period.

2.8 Conflict

In the event of any conflict or inconsistency between the provisions of this Collective Bargaining Agreement (CBA) and the provisions of the Employer's worker handbook, the Collective Bargaining Agreement shall apply, except when in violation of Federal, State and Local laws.

ARTICLE 3 – PROBATIONARY PERIOD

Workers will serve an initial probationary period of one hundred twenty (120) days. Probationary workers 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. Worker's probationary period shall be extended by the amount of time they are absent or on leave during the probationary period when such absences total one (1) week or more.

Probationary workers will have the right to Union representation.

Probationary worker's performance shall be evaluated and communicated monthly, both verbally and in writing, to the workers, requiring the workers' signature, during the probationary period. Such evaluations shall only be completed by Community Solutions' management staff.

In order to support staff in their successful completion of probation, Community Solutions, the probationary worker and their steward will meet to discuss ways to support them if he/she is challenged in meeting the job expectations.

ARTICLE 4 – SENIORITY

4.1 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 resignation, retirement or discharge.

A worker 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.

4.2 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 in the classification in which the layoff occurs shall be the first laid off. The worker must notify the Employer of the intent to bump within five (5) working days from the date of the notification of job elimination.

4.3 Bumping

A full-time or part-time worker whose job is eliminated has the right to "bump" the least senior worker in the same classification unless the least senior worker possesses a skill, qualification, or ability specifically required for the position not possessed by the bumping worker and there are no vacant positions available. In that event, the worker whose job is eliminated has the right to bump the worker with the least seniority in a position for which the worker possesses the required skills, qualifications, and abilities. The bumping worker must accept the schedule and worksite (full-time or part-time) of the worker being bumped. In the event the worker 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 may bump the least senior worker in the former classification(s). Seniority for purposes of bumping the least senior worker in the worker's former classification shall include the time served in the new classification(s) in which the worker has worked for the Employer. Location shall not be a barrier to bumping.

In the event the worker has no former classification to which to return, the worker will be placed in a classification for which there is a vacancy at the posted salary rate for that position. The worker 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 will be laid off and subject to recall in accordance with Section 4.5 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 4.6 of this Article and their employment will be terminated with no access to recall rights.

4.4 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 affected are such that the Worker Adjustment and Retraining Notification Act (WARN) are 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 4.6 of this Article. A copy of such notice will be sent to the Union and chief steward.

4.5 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 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 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.

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, qualifications, and abilities before making offers to workers seeking promotion or opening the position to outside hires.

4.6 Severance

In the event a worker 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.

Health insurance premium payment will be prorated for part-time benefited workers.

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

ARTICLE 5 – POSITION VACANCIES

5.1 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. Management shall acknowledge the request of interest by notifying the worker of the status of her/his request within two (2) weeks.

5.2 Filling Vacant Positions

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

5.2.1 Promotions

Workers who are promoted 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 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 fails to qualify in the new position, the worker 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 shall have the right to bump as provided in Article 4 (Seniority) or apply for any other existing position.

5.2.2 Transfers

Workers who are transferred 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 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 fails to qualify in the new classification position, the worker will return to his/her former position without change of his/her former salary if the position has not been filled or eliminated.

5.2.3 Voluntary Transfer

A worker 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 and manager/director 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 worker of the status of her/his request within two (2) weeks.

5.2.4 Eligibility for Promotions and Transfers

Workers who are not meeting job performance standards or are on a progressive discipline track will be considered for transfers or promotions on a case-by-case basis.

5.2.5 Certification/Licensing

In the event that an worker fails to acquire the certification/licensing required by the funding source or State/Federal rules and regulations within the specified period, the worker may be reassigned to a position not requiring a certification/license renewal (if applicable), and can be returned to prior position if evidence of certification/license renewal is submitted. Worker failure to maintain certification/license/waiver may result in permanent reassignment/reclassification if, and only if, a position for which the worker is qualified is available. However, if said worker 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.

Workers who are obtaining hours towards a certification/license are responsible for tracking their hours acquired.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

6.1 Standard

Non-probationary workers shall not be discharged or otherwise disciplined except for just cause. Managers/directors shall provide workers with comprehensive, direct supervision to train and support the worker to fulfill all of their job duties.

Comprehensive, direct supervision and verbal coachings should normally precede verbal warnings, written warnings, administrative leave (suspension), demotion, or termination.

1. Verbal Coaching

This is the first step to assist workers in meeting performance standards. Management will specifically state to the worker they are being given a verbal coaching. The verbal coaching will address specific concerns and detail performance expectations. Verbal coaching may be written to memorialize the conversation however will not be placed in the worker's personnel file. Verbal coaching sessions should be positive and supportive.

2. Comprehensive Direct Supervision

If after a verbal coaching, a worker's performance or conduct does not improve, comprehensive direct supervision will be provided. This shall be in the form of a written report, prepared by the manager/director, including specific suggestions for corrective action. The worker will be given a reasonable period of time to improve their performance.

The foregoing shall not apply under any circumstances where the worker's conduct may constitute a hazard to another person or the agency, a clear possibility of a

hazard to a client, be clearly detrimental to a client, involve gross misconduct, fraud, falsification of records, or insubordination.

The Employer will take disciplinary action as soon as possible or within forty-five (45) calendar days of the responsible manager/director having knowledge of the incident leading to the discipline.

6.1.1 Forms of Discipline

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

a. Verbal Warning

This step is the first step in the formal progressive disciplinary process, in contrast to verbal coaching and comprehensive direct supervision. The verbal warning must document the nature of the current problem and point to further disciplinary action if improvement does not occur.

b. Written Warning

This step is the second step in the formal progressive disciplinary process and is more serious than the verbal warning. A written warning serves as formal notice that a serious infraction has occurred or that the directives outlined in a previous verbal warning were breached. The written warning may point to further disciplinary action and up to termination.

c. Administrative Leave (Suspension)

1. This step occurs when the Employer suspects the worker may have a severe violation or infraction that requires an investigation to confirm the allegations. This allows the Employer to conduct an unbiased investigation during the absence of the worker.
2. If a worker is under investigation, the Union steward representing the accused worker will be given documentation of the allegations, a copy of the questions that were used for the investigation and any documentation resulting from the investigation within five (5) days of the completion of said investigation. If a client/participant of Community Solutions is included in the investigatory process, a copy of their testimony will be provided.
3. When a worker is placed on administrative leave pending investigation that worker shall be placed on paid administrative leave.

6.1.2 Representation in Meetings

Workers have the right to have a Union steward present at meetings with managers/directors, and/or Human Resources representative when such meetings are investigatory or disciplinary in nature. It shall be the

responsibility of the bargaining unit member to request the presence of a Union representative, per Weingarten Rights.

Workers will be given 24 hour notice of such meeting, so as to secure Union representation; if said notice is not given in a timely manner, the Employer will re-schedule the meeting to a time when the Union representative and affected worker will be available.

In cases when 24 hour notice and/or re-scheduling of a meeting is not possible the Employer will contact the Chief Union Steward, worksite organizer and/or SEIU contract enforcement to provide them notice.

6.2 Notice

Notice of discharge, suspension or demotion shall be served in person or by certified mail to the worker 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 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. It is the worker's responsibility to notify Human Resources of the anniversary date of the warning letter. Human Resources will remove the written warning in the presence of the worker and their Union representative, if the worker requests.

6.3 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 inspection of his/her personnel file.

The file may be reviewed by the worker 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. The originals will not be released from the site.

Cost of copies will be incurred by the worker. Personnel files for all of the Employer's staff, including all sites, are located at the administrative office.

6.4 Response to Discipline

A worker may respond in writing to any written warning suspension or demotion. The worker's response shall be attached to the warning or notice of disciplinary action and placed in the worker'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. 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 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.

7.1 Step 1 – Informal

Any grievance involving the discharge of any worker 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 manager/director or Human Resources no later than thirty (30) calendar days after the date on which the grieving worker 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 shall 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 and the shop steward within fourteen (14) calendar days after submission of the oral grievance.

7.2 Step 2 – Formal

Any grievance involving the discharge of any worker covered by this agreement must be presented in writing to the Employer's designated representative within fourteen (14) calendar days of the worker's release.

For any other grievance, in order for the grievance to be considered further, within fourteen (14) calendar days after the grievance response provided for in Step I, 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 fourteen (14) calendar days 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 fourteen (14) calendar days after such meeting.

7.3 Step 3 – Arbitration

If the grievance is not resolved in Step 2, the Union shall have fourteen (14) calendar 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 fourteen (14) 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 fourteen (14) 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. 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

8.1 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 workers or clients.

8.2 Safety Committee

A Safety Committee will be composed of an equal number of management and workers to be jointly chaired to address any and all safety issues that arise within the agency. The Safety Committee shall meet at least quarterly. Resolutions and safety measures will be implemented in a reasonable amount of time after they are agreed upon.

The Safety Committee members will collaboratively build an agenda no later than three (3) workdays before the quarterly meeting by sending the agenda items to the facilitator.

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

8.3 Safety Equipment

The Employer shall provide all workers with reasonable equipment to ensure their safety and the safety of clients.

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 which would require him/her to cross a picket line if this act is in conflict with his/her 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 either damage to the other nor will it institute a lawsuit to recover any damages occasioned by any such violation.

ARTICLE 10 – PAYDAYS

The Employer will require all workers to participate in the option of electronic (direct) deposit or debit cards in an effort to support a paperless green environment and a more secure process for funds disbursement.

The salaries and wages of bargaining unit workers 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 Human Resources/Payroll shall be remedied expeditiously and in conformance with the Employer's practice.

In case of an emergency, the worker 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 CATEGORIES

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

12.1 Regular Full-time Workers

A regular full-time worker is one who is hired in that capacity and regularly 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.

12.2 Regular Part-time Benefited 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 hired to work.

12.3 Part-time Non-Benefited Workers

A part-time non-benefited worker is one who is hired to work twenty (20) or less hours per work week.

Part-time non-benefited workers are not eligible to participate in agency benefit programs.

Part-time non-benefited workers are included in the bargaining unit and are allowed to participate in Union meetings, activities and/or be union stewards. Part-time workers who are elected stewards will not engage in stewardship during their scheduled work time.

Part-time non-benefited workers who accept a temporary full-time or part-time position (i.e. under Section 12.4 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 workers will not be used to permanently replace regular full-time or part-time workers.

12.4 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.

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. A regular bargaining unit worker may work as an intern on an agency work-release program.

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

12.5 Relief Worker

Relief workers are defined as bargaining unit workers who substitute in any of the classifications filled by regular workers.

They can work from four (4) to forty (40) 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 worker 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

13.1 Paid Holidays

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 shall receive regular compensation time for said day.

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

13.2 Working on Holidays

If a worker is assigned and works on a holiday, he/she shall be paid at the regular rate for hours worked and receives holiday pay as well.

13.3 Overtime Compensation

Holidays are not considered as time worked in the compensation of overtime.

13.4 Time off Requests and Sick Days

In cases where more than one worker 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.

A worker who claims a sick day the day immediately before or after a holiday shall be required to present a doctor's certification of illness if there is reasonable doubt about the validity of the absence.

ARTICLE 14 – USE OF PERSONAL VEHICLE

14.1 Mileage Allowance

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

14.2 Damage

If, in the course of transporting a client, the client soils the interior of the worker's automobile (beyond common or usual passenger damage) the Employer will provide the worker with an approved list of vendors provided by Community Solutions for getting the affected area cleaned. The worker shall provide a description of damage and a written incident report. The Employer shall provide a reasonable amount of working time to get the affected area cleaned.

Within 24 business hours, the worker will present the receipt for the completed cleaning, and the Employer will pay the vendor directly.

Additionally, if a worker's personal vehicle is damaged while driving on agency business, the Employer will reimburse the worker'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.
3. The worker must provide proof from their insurance company that the deductible is unrecoverable before reimbursement will be processed.

14.3 Driver's License and Driving Record

Workers 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 forty five (45) days from the date of discovery. If no position is available the worker may be put on unpaid Administrative Leave during the forty five (45) calendar days of awaiting resolution of the driving record. Accrued vacation time can be used in lieu of unpaid Administrative Leave.

In the event the worker is unable to remedy their driving record within the forty five (45) calendar days the worker voluntarily resigns their employment.

14.4 Personal Safety

Workers required to transport a client who they feel is a safety risk or a potential safety risk are required to advise their manager/director of the potential risk in order to develop a plan with management to address the safety concerns. If a plan is not achieved the staff may refuse transportation to the client or opt to have another worker accompany them in the transportation of the client, with prior approval from their manager/director.

ARTICLE 15 – HOURS OF WORK

15.1 Hours of Work

The parties recognize the professional nature of the work performed by workers covered by this agreement.

Workers shall adjust time and location of work to suit workload needs as determined by the CEO or his/her designee. Exempt workers do not receive overtime pay for hours worked beyond 40 hours in any workweek.

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

If non-exempt workers 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.

15.2 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, Clinical Coordinator I, II, III, Developmental Specialist II and Developmental Specialist Coordinator.

15.3 Make-Up Time

The Employer agrees to comply with State of California regulations regarding make-up time.

15.4 Year-End Closure

During the year-end closure, the workers will have the option to utilize their accrued vacation, floating holidays or take sick time.

If they have exhausted their vacation and sick time they may take the time as unpaid. Sick leave may be used due to illness during the year-end closure, subject to Article 20.1.5.

ARTICLE 16 – UNION BUSINESS

16.1 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 workers are employed; provided, however, that no interference with the work of workers 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.

16.2 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.

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.

16.3 Representation in Meetings

Workers have the right to have a union steward present at meetings with managers/director or Human Resources 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.

16.4 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 written consent is presented to management.

16.5 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.

16.6 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.

16.7 Union Orientation

A union steward and/or the worksite organizer shall be allowed thirty (30) minutes to make a presentation to a new hire and answer questions of such new workers in classifications represented by the Union.

ARTICLE 17 – NO DISCRIMINATION

17.1 Standards

No worker 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 shall be admitted to membership without discrimination. Neither the Employer nor the Union shall discriminate for or against any worker 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 without discrimination on the same basis.

17.2 Immigration Status/“No Match Letters”

No worker 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 Social Security Administration to resolve the discrepancy and inform the Employer of any changes after the discrepancy has been resolved. The worker must contact Social Security Administration within two (2) weeks of notification by the Employer.

Thereafter, the worker must show monthly progress of working toward resolution of the discrepancy to Human Resources. Any worker who fails to resolve “no match letter” 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 contributions to an individual tax deferred annuity account up to five percent (5%) of the worker’s gross salary. The Employer will provide 403(b) retirement plan information to workers and the Union at least once a year and will provide notice to the Union and workers before any changes are made to the current plan.

The Employer’s and worker’s contributions will be made to a plan chosen by Community Solutions specifically set aside for this purpose.

ARTICLE 20 – SICK TIME AND LEAVES

20.1 Sick Time

All workers are eligible for sick time as described in Section 20.1.2.

20.1.1 Eligibility

Full-time benefitted and part-time benefitted workers serving an initial probationary period shall not be eligible for sick time until he/she has completed one (1) month of service.

20.1.2 Sick Time Accrual

Full-time benefitted workers earn sick time at the rate of eight (8) hours per month.

Part-time benefitted workers shall earn a pro-rated share according to the number of hours hired for as described in Article 12.

Unused sick time may be accumulated up to a maximum of ninety-six (96) hours per year, and may be carried over from year to year for the above policies for full-time and part-time benefitted workers.

Part-time non-benefitted workers who are hired to work twenty (20) or less hours per work week shall be awarded 24 hours of sick time via the upfront method per year, after working 90 calendar days in accordance with California Paid Sick Leave Policy AB1522.

There is no carry over of sick time for this policy for the part-time non-benefitted workers.

20.1.3 Use of Sick Time

Sick time is for use when a worker cannot work due to an illness, injury, medical or dental appointment of the worker or their family.

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 will give the Employer at least twenty-four (24) hour advance notice of such appointments, except in an emergency.

20.1.4 Reporting Absence and Return

In order to receive compensation while absent due to an illness or injury, the worker must notify his/her manager/director each day of his/her absence prior to the start of their shift when possible.

The worker will give the Employer at least twenty-four (24) hour advance notice of medical or dental appointments, except in an emergency.

The worker will make every effort to give as much advance notice as possible of the absence.

Such notice is considered to have been given if the worker speaks, text, emails or leaves a voice mail for their manager/director (and staff-on-duty for residential programs).

Any residentially based worker absent due to an illness or injury who is required to relieve a co-worker must notify their manager/director, and the residential facility, as soon as possible, but no later than one (1) hour before his/her shift is due to start.

For absences where the duration is expected to be longer than three (3) days, the worker must also advise Human Resources of the absence and the expected date of return to work.

20.1.5 Pay for Sick Time

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

If a worker on paid vacation becomes ill or injured, and received medical treatment, he/she may convert the period of illness or injury from paid vacation time to paid sick time. A doctor's certification of the illness or injury is required for this conversion.

If a worker retires or resigns, he/she shall be entitled to sick leave cash out of 45% of the remaining sick leave balance, not to exceed 80 hours.

20.1.6 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 absence.

Workers who demonstrate a pattern of absences may be required to present a doctor's certification for absences of less than three days.

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

20.1.7 Exhaustion of Sick Time

A worker not on an agency/State/Federal approved leave of absence shall be required to use all of his/her accumulated sick time prior to requesting

time without pay for the period of illness. Once the worker exhausts his/her sick time, he/she may use accrued vacation for the same purpose.

A worker on an approved agency/State/Federal leave of absence shall retain the right to choose to integrate sick time and vacation with State Disability Insurance, Paid Family Leave and Long-Term Disability.

20.2 Self-Care Days

A worker may take up to six (6) days annually of his/her accrued sick time as self-care days under the following conditions:

1. The worker has completed probation, and
2. Self-care days may not be used to extend vacations or other leaves and holidays.
3. No more than three (3) self-care days can be taken consecutively.

Self-care days shall not require a doctor's certification.

LEAVES

All leaves covered in this Article will run concurrent with all Federal and State leave laws.

Workers are eligible for Health/Disability/Family Care Leave/Personal Leave if they:

1. Have worked for the company for at least 12 months in the last 7 years;
2. Have worked at least 1,250 hours for the company during the 12 calendar months immediately preceding the request for leave; and
3. Are employed at a work site that has 50 or more workers within a 75-mile radius.

Married couples/certified domestic partners in the State of California: In cases where a married couple is employed by Community Solutions, the two spouses together may take a combined total of four (4) months of Family Care Leave/Personal Leave during any 12-month period, or to care for the same individual.

Workers must have exhausted all but forty (40) hours of sick and/or vacation before requesting unpaid time off for an approved agency/State/Federal leave of absence.

20.3 Health/Disability Leave

20.3.1 Reasons

- a. For incapacity due to the worker's pregnancy, prenatal medical or child birth; or
- b. Because of the worker's own serious health condition that renders the worker unable to perform an essential function of his or her position.

A worker shall be granted a leave of absence for the period he/she is unable to work not to exceed four (4) months including paid and unpaid time.

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

20.3.2 Effect on Benefits

Benefits will accrue during paid time for a health/disability leave.

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

Workers are required to make timely payments (on or before the 15th of each month) to the Employer for any worker's share of cost of the insurance premium(s). Failure to make premium payments as stated will result in the loss of insurance coverage if the payment is over thirty (30) days late to the Employer.

20.3.3 Return from Leave

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

For health/disability leaves where a temporary replacement has been hired, the worker involved in direct client services shall give at least three (3) weeks' notice before returning to work. All others shall give at least two (2) weeks' notice.

Failure to return from health/disability leave on the established date shall be considered a resignation.

20.4 Family Care Leaves

20.4.1 Reasons

- a. To care for the worker's son or daughter during the first 12 months following birth;

- b. To care for a child during the first 12 months following placement with the worker for adoption or foster care;
- c. To care for a spouse, son, daughter, or parent (“covered relation”) with a serious health condition;

Upon request, Family Care Leave shall be granted for a period of up to three (3) months within each calendar year.

Family Care Leave for the reasons specified in subsection 20.4.1 may be taken in consecutive weeks or may be taken intermittently as needed.

20.4.2 Effect on Benefits

Health insurance coverage shall be continued as provided in Article 32 for any workers while on a Family Care Leave for the three (3) month period.

Workers are required to make timely payments (on or before the 15th of each month) to the Employer for any worker’s share of cost of the insurance premium(s).

Failure to make premium payments as stated will result in the loss of insurance coverage if the payment is over thirty (30) days late to the Employer.

Workers must have exhausted all but forty (40) hours of sick and/or vacation before requesting unpaid Family Care Leave.

The worker shall provide reasonable advanced notice to Human Resources of the need for a Family Care Leave, the date the leave will commence and the estimated duration of the leave. Unless the need for Family Care Leave is precipitated by an emergency, the worker shall give advance notice of 30 days.

Community Solutions may request medical verification from the treating health professional to verify the serious illness of the child, parent, spouse, domestic partner, and grandparent or surrogate parent.

20.4.3 Return from Leave

For Family Care Leaves where a temporary replacement has been hired, the worker involved in direct client services shall give at least three (3) weeks’ notice before returning to work. All others shall give at least two (2) weeks’ notice.

A worker returning from leave is entitled to the same or an equivalent position to the one held when Family Care Leave began.

Failure to return from Family Care Leave on the established date will be considered a resignation.

20.5 Personal Leave of Absence Without Pay

20.5.1 Reasons

- a. Personal reasons which do not unduly inconvenience the Employer.

Any request for a personal leave of absence shall be submitted in writing by the worker to his/her supervisor no less than five (5) weeks in advance of the time such leave is requested to begin.

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

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

Leaves of absence without pay may be granted to workers for a period of up to four (4) months. Workers must have exhausted all accrued vacation time prior to taking unpaid time.

Requests for personal leaves of absence shall not be unreasonably denied, provided adequate advance notice is given. Exceptions to advance notice requirement may be made for unforeseen circumstances.

20.5.2 Effect on Benefits

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

20.5.3 Return from Leave

If the worker on a personal leave wishes to return before the agreed upon date, prior notice must be given to Human Resources. Where a temporary replacement has been hired the worker involved in direct client services shall give at least three (3) weeks' notice before returning to work. All others shall give at least two (2) weeks' notice.

Failure to return from personal leave on the established date will be considered a resignation.

20.6 Military Leave

Any worker 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 who

enters into active service while employed by the Employer shall be granted a leave of absence for the period of Military service.

20.7 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 so that they can discharge the customary obligations arising from the death of a member of the worker's immediate family. "Immediate family" shall mean the worker'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 household.

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

21.1 Reporting Absences

In order to receive compensation while on bereavement leave, the worker must notify his/her manager no later than the day the bereavement leave is to begin.

Workers shall contact Human Resources if requesting additional time off beyond the twenty-four (24) hours of paid bereavement leave.

Community Solutions managers will not call workers while they are on bereavement leave, unless the worker has exceeded their twenty-four (24) hours of paid bereavement leave and has not called Human Resources to request a leave extension, or in the case of extreme client need.

In situations that may be considered "catastrophic" (such as the unexpected loss of a spouse or child) extensions beyond the forty (40) hours can be requested by contacting Human Resources.

ARTICLE 22 – VACATION

22.1 Accrual

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

- 0-4 years of service: 3 weeks -120 hours
- 5-9 years of service: 4 weeks -160 hours
- 10 years and over: 5 weeks -200 hours

For regular part-time workers 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 the worker was hired for.

Workers who work less than twenty (20) hours per week will not be entitled to vacation, holiday pay, or health and dental insurance.

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

22.2 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.

22.3 Vacation Pay-out

A vacation paycheck may be given to a worker together with his/her last regular paycheck, prior to the start of his/her vacation, provided the worker 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 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.

- 0-4 years of service: 3 weeks - Maximum Accrual 180 hours
- 5-9 years of service: 4 weeks - Maximum Accrual 240 hours
- 10 years and over: 5 weeks - Maximum Accrual 300 hours

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

22.4 Vacation Donation

Workers may donate accrued vacation hours to other workers if the receiving worker is on an approved agency/Federal/State leave and has exhausted all of their available paid time off.

Upon request through Human Resources, and with the authorization from the affected worker, Human Resources will send an all staff emails requesting contributions with a brief explanation of the reason for the needed donation.

All vacation donations will be converted to cash value based on the value of the hours donated.

ARTICLE 23 – JURY DUTY AND WITNESS DUTY

Upon receipt of a summons for jury duty or witness duty, the worker must immediately present the notice to his/her supervisor.

The worker must then forward the summons/subpoena to Human Resources for placement in the worker's file.

In the event the worker is called for and/or serves on a jury, or as a witness, the worker is required to advise his/her supervisor and Human Resources.

Upon completion of service, the worker must obtain documentary proof of time served from the court clerk and submit it to Human Resources.

Absence for jury/witness duty must be recorded on the worker's time sheet.

If the worker 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 worker has worked forty (40) hours, including time served in jury/witness duty in any given work week.

Workers shall receive the difference between any compensation received for jury/witness duty and his/her regular straight time pay while serving up to 15 working days of Jury Duty.

ARTICLE 24 – PAID EDUCATIONAL LEAVE

24.1 Educational Leave and Tuition Cost Reimbursement

Educational Leave and Tuition Cost Reimbursement shall be granted on a first come, first serve basis to regular full-time workers with prior approval of the immediate manager/director and the CEO who have completed their probationary period and are not currently in the progressive disciplinary process. 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.

24.1.1 Eligible Programs

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

- a. Educational programs necessary for a related degree, licensure, re-licensure, certification, or formally organized courses related to the current job or jobs to which the worker can 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, professional associations, or SEIU.

24.2 Workshops/Conferences

With the approval of the immediate supervisor and the CEO, all regular workers 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 CEO, regular workers will be reimbursed for cost directly related to the workshop/conference such as registration, meals, lodging, travel, mileage and required materials.

These shall be defined as those which:

- a. Offer sessions/courses related directly to the job of the worker or to jobs to which the worker 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. For mandatory workshops and conferences 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 worker's normal schedule. Workers will be reimbursed for costs directly related to mandatory workshops and conferences, including registration, meals, lodging, travel, mileage and required materials.

24.3 Training

The CEO or his/her designee may provide or authorize in-service training for all workers, or categories of workers, 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, symposia, specialized courses or programs dealing with contemporary practices in the worker's current job or jobs to which the worker can expect to transfer or be promoted in the usual course of employment or if mutually agreed upon, in another appropriate job field.

Workers 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 performance evaluation.

24.4 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 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 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 shall not be unreasonably denied. The following procedures must also be followed for the proper administration and implementation of Sections 24.1 and 24.2:

1. Workers 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 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 current job duties.
2. Supervisor of the worker 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 and the Employer are binding for the quarter or semester for which approval is given.

Workers shall submit proof of enrollment and a copy of their grades at the end of each grading period.

Workers 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 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 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 learns of such changes.

24.5.1 Parameters for Educational Leave

If the course is offered and taken during the work day, then the worker will be allowed one hour of paid educational leave for each hour in class during the worker’s normal 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.

24.5.2 Parameters for Tuition Cost Reimbursement

Workers will be eligible to receive tuition cost reimbursement for approved courses (per Eligible Programs Article 24.1.1) regardless of the hours or schedule of the course(s).

Parameters for Non-Mandatory Workshops/Conferences

Eligible workers shall receive paid leave for those hours he/she attends such approved workshops or conferences, regardless of the worker’s shift or schedule (i.e., workers 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 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 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.

Workers who refuse to sign the job description will still be held accountable to the job duties and performance standards.

ARTICLE 26 – WORKLOAD

Productivity Improvement Committee

The Productivity Improvement Team consisting of five (5) labor designated bargaining unit members and three (3) members of management will meet 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 leave which exceeds 30 calendar days, 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 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 qualifications.

- L. The right to select, hire, transfer, promote, demote, layoff, discipline and discharge workers, including temporary workers.
- M. The right to determine and recognize meritorious performance.
- 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 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, 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 AND EVALUATIONS

The Employer shall maintain a system for evaluation of the job performance of all bargaining unit workers.

Managers/directors shall provide workers with supervision to train and support the worker with the goal of assisting the worker in meeting job performance standards.

Supervision meetings are to provide timely feedback to the individual on accomplishments, areas for job performance improvement, setting goals and to identify opportunities for career development, training, and growth.

28.1 Purpose

It shall be the purpose of the performance evaluation system to provide a review to determine the degree that a worker 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 development, supervision, instruction and training that may be needed by the worker. The worker shall be advised of his/her strengths, weaknesses, and steps necessary to improve performance.

28.2 Procedure

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

28.2.1 Probationary Workers

A performance evaluation shall be communicated monthly both verbally and in writing as per Article 3. All evaluations during probationary period are at the Employer's discretion.

Probationary worker's evaluations are not subject to the appeal procedure in this Article or in the grievance procedure in Article 7.

28.2.2 Regular Workers

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

28.2.3 Reviewer

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

28.3 Confidentiality

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

28.4 Appeal

Performance evaluations shall not be used as a substitute for progressive discipline. A regular worker 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 shall have the right to have the substantive part of his/her performance evaluation reviewed by the Chief Executive Officer or his/her designee. After such review, the worker also may appeal an evaluation with an overall rating of unsatisfactory to the Board of Directors by informing the Chief Executive Officer 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 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.

ARTICLE 29 – BASIC PRINCIPLES, CONFLICTS OF INTEREST

29.1 Human Relations

The Employer, workers will be fair, frank and honest with all personnel at all times and respect their rights as workers and individual human beings. It is the belief and the intention of the Employer that each worker 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.

29.2 General Requirements

Based on the foregoing principles, the workers shall:

1. Notify Human Resources of the worker's current address, telephone number, tax status, benefit coverage, person to notify in case of emergency or any factors which effect the worker'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 an worker'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.
8. Comply with all applicable laws, rules, regulations and ethical standards.
9. 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).

29.3 Therapy

Time during normal working hours will be granted to a worker for psychological or psychiatric therapy outside the Employer in the belief that such therapy would benefit the agency as well as the individual worker. 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.

29.4 Harmonious Workplace

The Employer, workers and the Union will strive to provide a harmonious workplace that encourages open communication, protection from retaliation, positive, and supportive feedback.

The Employer and the Union will work together to create an environment where the contributions of all workers are recognized as valuable and toward the common good of the agency and its clients.

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 or 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

- Base salary Increase
 - Year 1 Re-base salaries
 - Non-Clinical classifications receive base salary adjustment as follows:
 - Step 1 for all non-clinical classifications receives \$1200 increase
 - Step 2 - Step 8 are re-based off new Step 1
 - Clinical classifications receive base salary adjustment as follows:
 - Step 1 Therapist I to \$54,000
 - Step 1 Therapist II to \$64,000
 - Step 1 Clinical Coordinator I to \$60,000
 - Step 1 Clinical Coordinator II to \$67,000
 - Step 1 Clinical Coordinator III to \$72,000
 - Step 2 - Step 8 are re-based off new Step 1

31.1 Wages

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

31.1.1 Effective year one of the contract

1. All classifications will receive a two and a half percent (2.50%) COLA base wage increase.
2. All step increases between Steps 1 through 8 for all classification will be two percent (2.0%)
3. Workers who are stepped out and have been stepped out for one full year on the Step Based Raise Scale will receive a one and a half percent (1.5%) increase.

31.1.2 Effective year two of the contract

1. All classifications will receive a two and a half percent (2.50%) COLA base wage increase.
2. All step increases between Steps 1 through 8 for all classification will be two percent (2.0%)
3. Workers who are stepped out and have been stepped out for one full year on the Step Based Raise Scale will receive a one and a half percent (1.5%) increase.

31.1.3 Effective year three of the contract

1. All classifications will receive a two and a half percent (2.50%) COLA base wage increase
2. All step increases between Steps 1 through 8 for all classifications will be two percent (2%).
3. Workers who are stepped out and have been stepped out for one full year on the Step Based Raise Scale will receive a one and a half percent (1.5%) increase.

31.1.4 Effective year four of the contract

Effective October 2019, reopener for Article 31 - Compensation and Article 32 - Benefits shall occur.

31.1.5 Hiring Rate

It is the Employer's intent to generally hire new workers 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 above Step 1 and give the reasons for such action. Community Solutions shall be available for a requested meet and confer with SEIU 521. However, such meeting must take place within three (3) business days of SEIU 521 being notified of intent to hire above Step 1.

31.1.6 Movement through Step-Based Raise Scale

New workers shall be hired at entry Step 1 of an 8-step based raise scale except as specified in Section 31.1.5 of this Article.

Workers shall move to the next higher step which allows for a pay rate increase of two percent (2%) for Steps 2 through 8 on their anniversary date of hire, date of promotion, or date of negotiated increase, except Therapist I & II and Clinical Coordinators I, II & III, which shall have two point five percent (2.5%) between steps.

31.1.7 Promotions or Transfers

Upon promotion, the worker shall move to the new classification on the step-based raise scale that allows at least a two percent (2%) increase. Thereafter, the worker 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.

31.1.8 BBS Licensure

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

31.2 Supplemental Earnings

31.2.1 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.

Each worker assigned to be on-call and who is called to work, either for in-person response or telephone response, shall register such time on their timesheet and will be paid accordingly, based on State and Federal guidelines, for such time spent in the performance of his/her duties.

2. Each worker who is assigned to be on call shall be paid forty dollars (\$40) per day.

Each worker assigned to be on-call during a paid holiday recognized under this agreement shall be paid fifty-five (\$55) 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 preference to the extent possible, and shall not unduly burden or disadvantage any one staff person.

31.2.2 Bilingual Pay Differential

The Employer agrees to pay seventy dollars (\$70) per pay period over and above the base compensation to a bilingual worker upon proof that the worker is able to speak a second language by satisfactorily completing an appropriate certification test administered by the Employer.

Part-time staff are eligible for bilingual pay differential and paid on a pro-rated basis.

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 thirty dollars (\$30) per pay period over and above the base compensation to a bilingual worker upon proof that the worker 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 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.

31.2.3 Night Shift Differential

The Employer will pay a night shift differential of fifteen dollars (\$15.00) to residential program component/shelter workers 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.

31.2.4 Evening Shift Differential

The Employer will pay an evening shift differential of twelve dollars (\$12.00) to residential program component workers who work a shift which includes at least six (6) hours of work between 2:00 p.m. and 10:00 p.m.

31.2.5 Relief in a Higher Classification Pay

A worker who is assigned to work for a period of sixteen (16) 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. Such pay shall apply for the duration of the time assigned to work in the higher class.

31.2.6 Credit for Education/Certification

Workers will receive an additional one percent (1%) wage increase for the attainment of a non-required Master's Degree in their position/classification.

1. When a worker is MHRS certified by Santa Clara County, a stipend of one hundred dollars (\$100) per pay period will be paid to the worker if

the certification is a requirement and/or will be utilized regularly for the position held. MHRS differential is available to part-time staff on a pro-rates basis.

- 2. When an worker is CADAC certified through the State of California or equivalent certification, a stipend of one hundred dollars (\$100) per pay period will be paid to the worker if the certification is a requirement and/or will be utilized regularly for the position held. CADAC differential is available to part-time staff on a pro-rated basis.

31.2.7 Longevity Pay

Full-time benefited workers will receive longevity pay based on their date of hire as a full-time benefited worker. Longevity pay will not add to the base pay rate. Staff will receive the following gross amounts as longevity pay:

8 years completed full-time employment	\$ 500.00
10 years completed full-time employment	\$ 950.00
15 years completed full-time employment	\$1,500.00
20 years completed full time employment	\$2,000.00

For every 5 years completed full-time employment after 20 \$2,000.00

ARTICLE 32 – BENEFITS

32.1 Life Insurance

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

32.2 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 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.

For years 1, 2, and 3 of this contract if the proposed plan increases for the Kaiser Permanente coverage is greater than 10%, this agreement will be reopened for bargaining limited solely to discussion of medical benefits.

The Employer agrees to pay the following premiums:

A. Traditional Kaiser HMO:

1. For current full-time eligible workers 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 2017.
2. For full-time eligible workers who wish to cover a spouse or certified domestic partner, if the spouse/certified domestic partner is unemployed or does not have access to Employer or publicly funded health insurance, the agency shall pay 90% of the premium for Traditional Kaiser HMO \$15 co-pay plan medical plan, dental and vision plans. Workers 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 workers who wish to cover a spouse or certified domestic partner who has access to employer or publicly funded health insurance, workers will be responsible for 100% of the premium which will be made through payroll deduction and will be deducted on a pre-tax basis.
4. Upon ratification of the contract, spouse coverage shall not be offered for future employees who are not in the hiring process prior to ratification.
5. Community Solutions shall verify eligibility twice per year.

B. Kaiser PPO Plan

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

1. For current workers 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 worker, and eligible dependent child(ren).
2. For full-time eligible workers 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.

Workers 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 workers who wish to cover a spouse or certified domestic partner who has access to employer or publicly funded health insurance, workers will be responsible for 100% of the premium which will be made through payroll deduction and will be deducted on a pre-tax basis.
4. Upon ratification of the contract, spouse coverage shall not be offered for future employees who are not in the hiring process prior to ratification.
5. Community Solutions shall verify eligibility twice per year.

For regular part-time benefited workers 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.

32.1.1 Medical Coverage Waiver

Any worker who can prove that he or she, 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.

Worker Only Coverage Waived	\$150.00 per month
Dependent Child(ren) Only	\$150.00 per month

Such worker 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).

32.1 Flexible Spending Account

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

32.2 Long Term Disability

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

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, 2020 shall continue thereafter from year-to-year with the exception of the wage and benefits reopens prior to October 30, 2019 unless notice to amend, modify, or terminate is served by either party at least ninety (90) days prior to its termination.

All wages and benefits aspects of this contract will go retroactive to October 31, 2016.

For Community Solutions



Erin O'Brien, CEO/President



Lisa Davis, COO

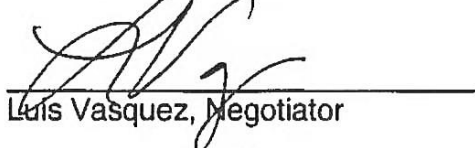

Diane Ratcliff, CAO



Leticia Muro, Employee Relations Director

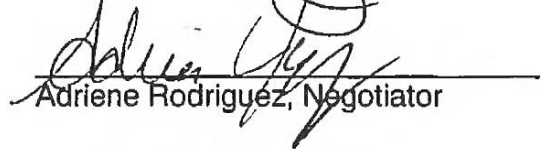
For SEIU Local 521

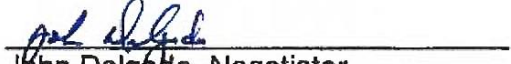

Darin Woodward, Internal Organizer


Julie Tran, Worksite Organizer


Luis Vasquez, Negotiator


Amanda Martinez, Negotiator


Adriene Rodriguez, Negotiator


John Delgado, Negotiator

SIDE LETTER OF AGREEMENT

SEIU 521 and Community Solutions agree to meet within 90 days upon ratification of this agreement to discuss the potential for a “Community Services Committee”.

APPENDIX A: STEP BASED RAISE SCALE

Step Based Raise Scale
Rates Following Negotiated Increase 2016 - Effective October 31, 2016

Classification	Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Admin Support I	Hourly	16.81	17.14	17.48	17.83	18.19	18.55	18.93	19.30
Admin Support II	Hourly	18.65	19.02	19.40	19.79	20.19	20.59	21.00	21.42
Admin Support III	Hourly	20.08	20.48	20.89	21.31	21.74	22.17	22.61	23.07
Case Manager	Hourly	21.41	21.84	22.27	22.72	23.17	23.64	24.11	24.59
Case Manager - Masters	Hourly	21.62	22.05	22.50	22.95	23.40	23.87	24.35	24.84
Coordinator	Hourly	23.48	23.95	24.43	24.91	25.41	25.92	26.44	26.97
Coordinator - Masters	Hourly	23.71	24.19	24.67	25.16	25.67	26.18	26.70	27.24
Developmental Specialist I	Hourly	22.65	23.10	23.56	24.04	24.52	25.01	25.51	26.02
Developmental Specialist II	Salary	2,351.57	2,398.60	2,446.57	2,495.50	2,545.41	2,596.32	2,648.25	2,701.21
Developmental Specialist Coordinator	Salary	2,429.10	2,477.68	2,527.24	2,577.78	2,629.34	2,681.92	2,735.56	2,790.27
Facilitator	Hourly	21.25	21.68	22.11	22.55	23.01	23.47	23.93	24.41
Janitor	Hourly	16.05	16.37	16.69	17.03	17.37	17.72	18.07	18.43
Peer Advocate	Hourly	21.41	21.84	22.27	22.72	23.17	23.64	24.11	24.59
Program Specialist I	Hourly	17.23	17.57	17.93	18.29	18.65	19.02	19.40	19.79
Program Specialist II	Hourly	18.96	19.34	19.73	20.12	20.53	20.94	21.35	21.78
Relief Worker	Hourly	15.72	16.04	16.36	16.68	17.02	17.36	17.71	18.06
Therapist I	Salary	2,128.85	2,171.42	2,214.85	2,259.15	2,304.33	2,350.42	2,397.43	2,445.38
Therapist II	Salary	2,523.08	2,573.54	2,625.01	2,677.51	2,731.06	2,785.68	2,841.39	2,898.22
Clinical Coordinator I	Salary	2,365.38	2,412.69	2,460.95	2,510.17	2,560.37	2,611.58	2,663.81	2,717.08
Clinical Coordinator II	Salary	2,641.35	2,694.17	2,748.06	2,803.02	2,859.08	2,916.26	2,974.58	3,034.08
Clinical Coordinator III	Salary	2,838.46	2,895.23	2,953.14	3,012.20	3,072.44	3,133.89	3,196.57	3,260.50

Step Based Raise Scale
Rates Following Negotiated Increase 2016 - Effective October 31, 2017

Classification	Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Admin Support I	Hourly	17.23	17.57	17.92	18.28	18.65	19.02	19.40	19.79
Admin Support II	Hourly	19.12	19.50	19.89	20.29	20.69	21.11	21.53	21.96
Admin Support III	Hourly	20.58	20.99	21.41	21.84	22.28	22.72	23.18	23.64
Case Manager	Hourly	21.94	22.38	22.83	23.29	23.75	24.23	24.71	25.21
Case Manager - Masters	Hourly	22.16	22.61	23.06	23.52	23.99	24.47	24.96	25.46
Coordinator	Hourly	24.06	24.55	25.04	25.54	26.05	26.57	27.10	27.64
Coordinator - Masters	Hourly	24.30	24.79	25.29	25.79	26.31	26.83	27.37	27.92
Developmental Specialist I	Hourly	23.22	23.68	24.15	24.64	25.13	25.63	26.14	26.67
Developmental Specialist II	Salary	2,410.36	2,458.57	2,507.74	2,557.89	2,609.05	2,661.23	2,714.46	2,768.74
Developmental Specialist Coordinator	Salary	2,489.83	2,539.62	2,590.42	2,642.23	2,695.07	2,748.97	2,803.95	2,860.03
Facilitator	Hourly	21.78	22.22	22.66	23.12	23.58	24.05	24.53	25.02
Janitor	Hourly	16.45	16.78	17.11	17.45	17.80	18.16	18.52	18.89
Peer Advocate	Hourly	21.94	22.38	22.83	23.29	23.75	24.23	24.71	25.21
Program Specialist I	Hourly	17.66	18.01	18.37	18.74	19.12	19.50	19.89	20.29
Program Specialist II	Hourly	19.44	19.83	20.22	20.63	21.04	21.46	21.89	22.33
Relief Worker	Hourly	16.11	16.44	16.77	17.10	17.44	17.79	18.15	18.51
Therapist I	Salary	2,182.07	2,225.71	2,270.22	2,315.63	2,361.94	2,409.18	2,457.36	2,506.51
Therapist II	Salary	2,586.15	2,637.88	2,690.63	2,744.45	2,799.34	2,855.32	2,912.43	2,970.68
Clinical Coordinator I	Salary	2,424.52	2,473.01	2,522.47	2,572.92	2,624.38	2,676.87	2,730.40	2,785.01
Clinical Coordinator II	Salary	2,707.38	2,761.53	2,816.76	2,873.09	2,930.55	2,989.17	3,048.95	3,109.93
Clinical Coordinator III	Salary	2,909.42	2,967.61	3,026.96	3,087.50	3,149.25	3,212.24	3,276.48	3,342.01

Step Based Raise Scale
Rates Following Negotiated Increase 2016 - Effective October 31, 2018

Classification	Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Admin Support I	Hourly	17.66	18.01	18.37	18.74	19.11	19.49	19.88	20.28
Admin Support II	Hourly	19.59	19.99	20.39	20.79	21.21	21.63	22.07	22.51
Admin Support III	Hourly	21.10	21.52	21.95	22.39	22.84	23.29	23.76	24.23
Case Manager	Hourly	22.49	22.94	23.40	23.87	24.35	24.83	25.33	25.84
Case Manager - Masters	Hourly	22.72	23.17	23.63	24.11	24.59	25.08	25.58	26.09
Coordinator	Hourly	24.67	25.16	25.66	26.18	26.70	27.23	27.78	28.33
Coordinator - Masters	Hourly	24.91	25.41	25.92	26.44	26.97	27.50	28.06	28.62
Developmental Specialist I	Hourly	23.80	24.27	24.76	25.25	25.76	26.27	26.80	27.33
Developmental Specialist II	Salary	2,470.62	2,520.03	2,570.43	2,621.84	2,674.28	2,727.76	2,782.32	2,837.96
Developmental Specialist Coordinator	Salary	2,552.07	2,603.11	2,655.18	2,708.28	2,762.45	2,817.70	2,874.05	2,931.53
Facilitator	Hourly	22.33	22.78	23.23	23.70	24.17	24.65	25.15	25.65
Janitor	Hourly	16.86	17.20	17.54	17.89	18.25	18.61	18.99	19.36
Peer Advocate	Hourly	22.49	22.94	23.40	23.87	24.35	24.83	25.33	25.84
Program Specialist I	Hourly	18.10	18.46	18.83	19.21	19.59	19.99	20.39	20.79
Program Specialist II	Hourly	19.92	20.32	20.73	21.14	21.56	22.00	22.44	22.88
Relief Worker	Hourly	16.52	16.85	17.19	17.53	17.88	18.24	18.60	18.97
Therapist I	Salary	2,236.62	2,281.35	2,326.98	2,373.52	2,420.99	2,469.41	2,518.80	2,569.17
Therapist II	Salary	2,650.81	2,703.82	2,757.90	2,813.06	2,869.32	2,926.71	2,985.24	3,044.94
Clinical Coordinator I	Salary	2,485.13	2,534.83	2,585.53	2,637.24	2,689.99	2,743.79	2,798.66	2,854.64
Clinical Coordinator II	Salary	2,775.06	2,830.57	2,887.18	2,944.92	3,003.82	3,063.90	3,125.17	3,187.68
Clinical Coordinator III	Salary	2,982.16	3,041.80	3,102.64	3,164.69	3,227.98	3,292.54	3,358.40	3,425.56