

## 2.3 Forwarding of Dues

### SEIU accepts CS proposal of 10/20/20

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 names, addresses, classifications, **worksite, cell phone, personal email address, work email, worksite, department, Social Security number, status type (full time or otherwise)**, membership status, base wage rate and deduction amount for bargaining unit workers. The Employer ~~will~~**shall** 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.

## ARTICLE 3 – PROBATIONARY PERIOD

### CS accepts CCL proposal of 10/20/2020

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.

### SEIU accepts proposal

Probationary workers will have the right to ~~a Union representative~~ **representative, defined herein as an elected union steward or SEIU employee.**

### CS agrees to keep current contact language (CCL)

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

##### SEIU accepts CS Proposal

In the event that the Employer is notified of proposed funding cuts reasonably certain to be implemented, the Employer shall notify the Union of ~~confirmed~~ such proposed funding cuts within ~~two (2) weeks~~ ~~one (1) week~~ three (3) 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)~~ ~~four (4)~~ three (3) weeks' notice prior to the effective date of the layoff or ~~two (2) weeks~~ three (3) 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**

##### **SEIU accepts CCL**

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 6 – DISCIPLINE AND DISCHARGE**

#### **6.1 Standard**

##### **CS agrees to CCL**

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

#### SEIU accepts CS proposal of 9/29/2020

If after the ~~employee's~~ verbal coaching, a worker's performance or conduct does not improve, a 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~~ performance improvement. The worker will be given a reasonable period of time to improve their performance.

#### SEIU Accepts CS Counter Proposal of 10/6/2020

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 such as, fraud, falsification of records, putting a client at risk, egregious behavior or insubordination.

#### SEIU agrees to CCL

The Employer will take disciplinary action as soon as possible or/within forty-five (45) calendar days ~~thirty five (35) calendar days~~ of the responsible manager/director having knowledge of the incident leading to the discipline. ~~Disciplinary action attempted beyond the elapse of thirty five (35) business days shall be null and void.~~

#### 6.1.1 Forms of Discipline

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

#### SEIU Accepts Proposal of 10/15/2020

##### a. Verbal Warning

This step is the first step in the formal progressive disciplinary process, in contrast to verbal coaching and a comprehensive direct supervision. The verbal warning must document the nature of the current problem and points to further disciplinary action if improvement does not occur. A verbal warning will be in written format and include a corrective

~~action plan to assist the employee in improving their performance. A verbal warning will include a written format and corrective action plan to assist the employee in improving their performance.~~

#### 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/or 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.
4. Workers have ~~(5) business days~~ seven (7) calendar days to respond to the results of the investigation once provided to the worker. Administrative leave may become unpaid if the workers response is not provided within the ~~(5) business days~~ seven (7) calendar days timeline.
5. Administrative leave is not a category of federal or state protected leave, but describes a person's work status.

#### 6.1.2 Representation in Meetings

CS accepts contingent on SEIU acceptance of language modification to Article 3

Workers have the right to have a Union steward ~~representative~~ 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.

#### SEIU Accepts CCL proposal 10.6.2020

Workers will be given 24 ~~48~~ 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 ~~48~~ 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.

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

#### SEIU Accepts CCL

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.

### **ARTICLE 13 – HOLIDAYS**

#### **13.1 Paid Holidays**

#### SEIU Accepts CCL

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	2 Floating Holidays
Fourth of July	

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**

#### **SEIU accepts CS proposal of 10.29.2020**

If a worker is assigned and works on a holiday, he/she shall be paid at the regular rate for hours worked and receive eight (8) hours of holiday pay for full-time eligible employees. Holiday pay shall be available on a prorated basis for eligible part-time employees as defined in article 12 pay as well. ~~Holiday pay is defined as regular pay plus one half of regular pay~~

### **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.

### **14.1 Mileage Allowance**

#### **SEIU Accepts CS proposal of 10.6.2020**

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

Employees who incur business related mileage are required to submit a mileage reimbursement claim on a monthly basis for the month prior.

### ~~15.1 Year-End Closure~~

#### **CS hold to proposal of 9/29/2020, CS notified SEIU of change on 2/10/2020 via email in line with current CBA**

~~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. No worker will be denied any utilization of vacation or floating holidays between the days of December 25<sup>th</sup> and January 4<sup>st</sup>~~

### 16.1 Access

#### **CS holds to CCL**

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

#### **SEIU holds to proposal of 10/27/20**

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. The Employer agrees that for reasonable purposes (such as shadowing to train), up to two (2) stewards or one (1) steward and one (1) SEIU Employee may work on a single issue/grievance.

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

#### CS accepts contingent on SEIU acceptance of language modification to Article 3

Workers have the right to have a union ~~steward~~ representative 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.

### 16.5 Bulletin Boards

#### CS accepts SEIU proposal of 9/24/2020

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.~~

The Union will make every effort to ensure the bulletin boards are kept in order and that the posted materials are reasonably current. Only current members and union staff may alter a bulletin board. If a bulletin board must be moved for construction reasons, The union will be notified in advance.

### 16.7 Union Orientation

#### CS accepts SEIU proposal of 10.8.2020

A union steward and/or the worksite organizer shall be allowed ~~thirty (30) minutes~~ fifty (50) forty-five (45) minutes to make a presentation to a new hire and answer questions of such new workers in classifications represented by the Union during New Employee Orientation (NEO) week Whenever a New Employee Orientation (NEO) is scheduled

#### SEIU accepts CS proposal of 10.6.2020

### 16.8 Distribution of Materials

The Stewards may distribute materials to employees by hand during breaks, meal periods and other non-work time. Stewards may also distribute official Union materials in staff mail boxes.

## ARTICLE 17 – NO DISCRIMINATION

### 17.1 Standards

### **CS accepts SEIU proposal of 9/24/2020**

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, gender expression, 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”**

#### **SEIU accepts CS proposal of 9/29/2020**

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.

**If it is determined an employee does not in fact have work authorization for the United States, the employee will be terminated.**

## **ARTICLE 19 – RETIREMENT PLAN**

### **SEIU accepts CCL 12/7/2020 with additional language**

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. Workers may self-contribute up to the legal limit. ~~After the completion of fifteen years of employment, the Employer will match employee contributions up to an amount equal to six (6%) of the employee’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.

#### 1.1.1 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.

#### 1.2.1 Pay for Sick Time

##### SEIU Accepts CCL

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

#### 2.1.2 Sick Time Accrual

##### CS accepts SEIU proposal 9/24/2020

Full-time benefitted workers earn sick time at the rate of eight (8) hours per month, up to a maximum of ninety-six (96) hours per year.

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

SEIU 521 and Community Solutions Tentative Agreement Changes  
The following are only articles that were negotiated within the CBA

upfront method per year, after working 90 calendar days in accordance with California Paid Sick Leave Policy AB1522.

### **CS rejects SEIU proposal of 10/1/2020 and holds to CCL**

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**

##### **SEIU rescinds proposal of 9.29.2020**

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.

## **20.2 Self-Care Days**

### **CS accepts SEIU of 10/20/20**

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 120 days of employment probation,~~  
and A probationary worker may not use more than one (1) self-care day.
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

### SEIU Accepts CS proposal of 10/15/2020

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

### Employee must schedule an appointment with Human Resources Department (HR) to initiate the leave of absence

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~~ will 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 15<sup>th</sup> 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**

~~Employees on an approved leave of absence for fourteen (14) calendar days or more due to their own serious health condition are required to present a fitness-for-duty certification form from his/her physician to the HR Department before returning to active employment. Extensions to agreed upon return date must be requested in writing and supported by a healthcare provider certification no later than one week prior to the original return to work date. All employees must be able to return to work without presenting an immediate and substantial risk to themselves or other.~~

~~Employees will notify HR one (1) week in advance to confirm their return to work date including any restrictions per doctors note. Employees able intending to return to work earlier than anticipated must provide the Human Resource Department with two business days' notice when feasible.~~

~~Employees who use intermittent leave for continuing treatment of a serious health condition must provide the employer a schedule of treatments, so as, not to disrupt the~~

~~**operation of the department. A fitness-for-duty certification is not required for ongoing treatments unless treatment causes absence in excess of three (3) days.**~~

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.

## **20.1 Family Care Leaves**

### **SEIU Accepts CS proposal of 10/15/2020**

#### **20.1.1 Reasons**

- a. To care for the worker's ~~son or daughter~~ **child** 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~~ **child**, or parent, **parent-in-law, grandparent, grandchild, sibling, or registered domestic partner**, (~~"covered relation as defined by federal and state leave laws"~~) with a serious health condition;

**The employer is not responsible for denied benefits through state and federal leave laws.**

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.

### **CS withdraws proposal for CCL**

#### **20.1.2 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 15<sup>th</sup> 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.

### **20.1.3 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.

## **20.4 Personal Leave of Absence Without Pay**

### **20.4.1 Reasons**

- c. 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.

### **2.3.2 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).

### **3.3.3 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.

## **20.4 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.

## **20.5 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.

### **20.3.2 Effect on Benefits**

**(under Health/Disability Leave currently article 20.3pg24)**

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 15<sup>th</sup> 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.

### **CS rejects SEIU proposal of 10/6/2020 CCL**

Workers shall receive no time off for vacation until they have completed ~~120 days of employment of~~ their probationary period.

#### **22.1 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.

### **SEIU accepts CS proposal of 9/29/2020**

~~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.

## **ARTICLE 22 – VACATION**

### **22.1 Accrual**

#### **SEIU accepts CCL**

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

## 22.4 Vacation Donation

### SEIU Accepts CCL on 11/12/20

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 26 – WORKLOAD

### Productivity Improvement Committee

#### SEIU Accepts CCL

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 ~~shall not set productivity standards exceeding 65% unless the applicable funding source deems it necessary in written memo. In such an occurrence the employer shall notify the Union to Meet and Confer over Article 26 – Workload. Time spent in staff meetings, supervisions, and approved training shall be deducted from the available hours of that day.~~ 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

### SEIU Accepts CCL

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

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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 department 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 31 – COMPENSATION**

#### PACKAGE PROPOSAL TO SEIU

#### ARTICLE 31-COMPENSATION AND ARTICLE 32 BENEFITS

- ~~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~~

Green = Additions, Red = subtractions. Changes will only take effect upon ratification

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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

#### SEIU Accepts CS Proposal

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

All employees presently in the bargaining unit will receive a one-time payment of \$1100.00 in lieu of a COLA for contract year one upon ratification. Part-time and probationary employees will be pro-rated. There will be no change to the current salary schedule.

#### 31.1.1 Effective year one of the contract

- ~~All classifications will receive three (3%) COLA base wage increase.~~
- All step increases between Steps 1 through 8 for all classification will be two percent (2.0 %)
- 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 three (3%) 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.~~
4. Effective October 2021, a reopener for Article 31-Compensation and Article 32-Benefits shall occur

#### ~~31.1.3 Effective year three of the contract~~

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- ~~1. All classifications will receive a two and a half percent (2.50%) ten (10) percent 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**

##### SEIU Accepts CCL

1. The Employer will pay for the renewal of a professional license if such renewals are a requirement of the position. Where the job requires such license, the employee is responsible for the cost of securing the initial license as a condition

of employment.

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

### **31.1.9 On-Call Pay**

#### **SEIU accepts CCL**

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.

### **31.1.10 Bilingual Pay Differential**

#### **SEIU agrees to CCL**

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 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.

### **31.1.11 Night Shift Differential**

#### **SEIU accepts CS proposal of 12/3/20**

The Employer **shall** 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.

### **31.1.12 Evening Shift Differential**

The Employer **shall** 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.

### **31.1.13 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.

### 31.1.14 Credit for Education/Certification

#### SEIU accepts CS proposal of 10/27/20

In order for staff to obtain any of the following stipends, a copy of the documentation verifying the certification must be sent to the Human Resource Department. The differential shall commence the pay period following HR's receipt of this documentation

1. Workers will receive an additional one percent (1%) wage increase for the attainment of a non-required Master's Degree in their position/classification
2. When a worker is Mental Health Rehabilitation Specialist (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.
3. When an worker is Certified Alcohol and Drug Counselor (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.
4. When an employee is Early Childhood Mental Health (ECMH) certified and actively working in the First 5 program, a stipend of one hundred dollars (\$100) per pay period will be paid. The ECMH stipend is available to part-time employees on a pro-rated basis.
5. When an employee is actively working in an eligible job classification and program as defined by the employer in Appendix A, an Outpatient Medical (OPMC) stipend of seventy-five dollars (\$75.00) per pay period will be paid.
6. It is understood that if the employee is no longer in a job classification or program that requires or is not utilizing any of the above certifications the employee will no longer be eligible for the stipend and it will be removed accordingly

### 31.1.15 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

Agency benefits herein include but are not limited to medical, dental, vision, disability, and life insurance; 403b retirement; paid time off including sick, vacation and agency observed holidays

### 32.1 Life Insurance

#### SEIU 521 Accepts CS proposal 10.27.2020

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)~~ two hundred fifty thousand dollars (\$250,000.00).

### 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:  
The Employer agrees to pay the following premiums:

**CS counters SEIU proposal of 12/7/20**

**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 2021.
- ~~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.~~

~~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 between the Kaiser HMO and Kaiser PPO plan.

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~~

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~~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.~~

#### C. Sutter Health Plus HMO

1. For current full-time eligible workers and their eligible dependent child(ren), the Employer will pay 100% of the premium for Sutter Health Plus HMO \$15 co-pay medical plan, effective January 2021.

\*Sutter Health Plus HMO plan addition is contingent on meeting the minimum enrollment of 15 employees.

#### D. Delta Dental

1. Upon ratification of contract, the employer agrees to include orthodontia coverage to dental benefits for plan year 2021.

Any worker currently paying a share of cost of 10% for healthcare premiums for spouse or certified domestic partner shall continue contingent on semi-annual verification of eligibility with no additions. ~~Upon ratification of this agreement~~ All full-time employees eligible for Community Solutions healthcare benefits, who wish to add a spouse or certified domestic partner, shall be responsible for 100% of the premium which will be made through payroll deduction and will be deducted on a pre-tax basis.

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.

Green = Additions, Red = subtractions. Changes will only take effect upon ratification

### 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 34 – TERM OF AGREEMENT

### CS accepts SEIU Counter proposal of 12/7/20

~~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, 2021 shall continue thereafter from year to year with the exception of the wage and benefits reopeners prior to October 30, 2021 unless notice to amend, modify, or terminate is served by either party at least ninety (90) days prior to its termination.~~

~~wages and benefits aspects of this contract will go retroactive to October 31, 2020.~~

**OR**

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, 2023 shall continue thereafter from year-to-year with the exception of the wage and benefits reopeners prior to October 30, 2021 unless notice to amend, modify, or terminate is served by either party at least ninety (90) days prior to its termination.

SEIU 521 and Community Solutions Tentative Agreement Changes  
The following are only articles that were negotiated within the CBA

~~wages and benefits aspects of this contract will go retroactive to October 31, 2020.~~