



FELTON INSTITUTE/FAMILY SERVICE AGENCY OF SAN FRANCISCO AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021, AFL-CIO

Family Developmental Center (FDC)

UNION CONTRACT JULY 1, 2022 – JUNE 30, 2025

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Appendix A - Benefits Guide 2019 - 2020

Felton Institute/FSA and Service Employees International Union, Local 1021

AGREEMENT

This Agreement is entered into between Felton Institute (hereinafter referred to as the "Employer" and/ or FSA) and Service Employees International Union, Local 1021, AFL-CIO (hereinafter referred to as the "Union")

This Agreement defines the relationship between SEIU1021 and the following Felton bargaining unit, which shall be considered an individual bargaining unit, included in this master agreement:

Family Developmental Center (FDC)

Section 1: Management Rights

It is mutually agreed that, except as modified or limited by this agreement, it is the Employer's exclusive duty and right to manage the operations of the Employer and to direct the workforce. This right includes, but is not limited to, the right to determine the number and location of facilities; determine the size of the work force; set personnel policies; hire, transfer, promote, demote, schedule, determine the job content of, reclassify, discipline or discharge employees; and to contract out for services, subject to the conditions provided herein.

Section 2: Union Membership

ARTICLE I - REPRESENTATION

A. REPRESENTED CLASSIFICATIONS

Felton Institute acknowledges that the Union has been certified by the National Labor Relations Board (NLRB) as the exclusive representative for the Family Developmental Center the recognized employee representative, pursuant to the provisions set forth in this contract, bargaining unit employee classifications are listed below:

Family Developmental Center (FDC)			
Custodian/ Center's Assistant			
Lead Custodian/ Maintenance			
Administrative Assistant			
On call Substitute Teacher's Assistant			
Teacher's Assistant Float			
Early Intervention Teacher's Assistant			
Teacher			
Head /Lead Teacher			

A. All employees who are subject to this Agreement and who are employed on the effective date of this Agreement, shall, not later than the thirty-first (31st) calendar day following the

effective date of this Agreement, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.

- B. All employees who are subject to this Agreement and who are hired on or after the effective date of this Agreement shall, not later than the thirty-first (31) calendar day following their date of hire, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay an amount equal to Union fees and dues to the Union as a service fee for Union representation.
- C. Upon receipt of written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirement, the Employer shall terminate the employment of such employee within thirty (30) calendar days after receipt of such written notice unless thereafter the employee complies with the above requirements within said time period.
- D. The Union shall indemnify and hold the Employer harmless from any and all claims, suits or other actions arising from this Section or complying with any request for termination of employment under this section.
- E. The Employer will distribute and collect membership cards at the orientation meeting when other necessary pre-employment documents are completed. The original copy of the form shall be sent to the Union Headquarters.
- F. The Employer agrees to collect dues, assessments, initiation charges and any other contribution from each unit member's wages as specified by the Union. The Employer agrees to transfer all funds collected to the Union as soon as possible, but not later than ten days from the final pay period of each month.
- G. Not less frequently than once each month, the Employer shall supply the Union with a list of bargaining unit employees with their name, work email and work phone number (if available), classification, mailing address and date of hire of any newly hired employee(s) that fall within the FDC or TAPP classified roles and the names of any bargaining unit employees terminated or lay laid off during the previous month.

Section 3: Union Business

- A. A duly authorized representative of the Union shall be permitted to talk with bargaining unit employees away from clients with a minimum disturbance of work for the purpose of seeing that the terms of this contract are being observed, provided admission to the site on each occasion is effected through a usual entrance. Discussions will not entail withdrawal of any employee from the classroom at any time when children are present.
- B. For the purpose of representation, the Union shall be entitled to five (5) Stewards and one (1) Chief Steward on the job at FDC who shall restrict work time Union activities to the

handling of grievances. The Union will notify the Employer in writing when a Steward is designated. A Steward may assist an employee in the presentation of a grievance if an employee requests such assistance. In no case will the Steward leave the place of work during work time without requesting approval from the site Manager or Supervisor. The Steward's activities shall not interfere with the work of any employee or the Steward's work.

- C. Shop Stewards shall receive 10-day notice of and shall be permitted to make appearances at New Employee Orientation sessions, held at Bryant Street, in order to distribute Union materials, to make presentation about the Union, and to discuss Employee rights and obligations under the CBA. The Employer shall allow the Shop Steward up to thirty (30) minutes paid release time to do the presentation. During such time, the Employer personnel present and other non-represented Employee(s) shall leave the orientation room. The Union Field Representative shall notify Human Resources at least seven (7) business days in advance as to which Union representative/and or steward will be conducting the Union orientation at a particular new hire session.
- D. Felton agrees to provide space on an existing bulletin board at each work location covered by this Agreement or if not available, wall space which the Union may use to post notices of official Union business as it pertains to the employees of Felton. The Union bulletin board or space shall be located in a staff-oriented area. The space provided will be maintained by the Union. The Union assumes all responsibility for the material contained in its notices and the postings shall be official correspondence from the Union. The Union recognizes the nature of the clinical setting and the need to avoid material that is potentially disturbing to clients. FSA may remove any material that is not an official notice of the Union.
- E. All designated Shop Stewards shall be allowed 7.5 hours paid release time annually to attend Union Shop Steward training and Union contract seminars conducted by SEIU. The 7.5 hours paid release time may be taken in part or in full, however, should a Shop Steward attend a whole day training for 7.5 hours, the Employer will only pay that Steward what they were scheduled to work on the date of the training. The Parties understand and agree that Steward Training time does not count as an hour worked for purposes of computing overtime. The employer agrees to provide additional release time in excess of the 7.5 hours to up to two (2) stewards and SEIU 1021 will be responsible for paying the employees, as the employer will be responsible for substitute coverage in order to comply with operational needs. The Employer must be notified at least three (3) business days in advance of any release time. Shop Stewards must get prior approval to be released for training, which shall not be unreasonably withheld. In the event of a staffing hardship or unforeseen crises, Felton Institute/Family Service Agency administration reserves the right to cancel the training and ask staff to remain performing their classroom duties in order to meet the needs of the program and be in compliance with title 22 CCL teacher to child ratios. The Union Field Representative will provide training calendar listing all training days, 15 days in advance if possible and not later than five (5) business days in advance.
- F. For the purpose of contract bargaining, the Union may request up to four (4) FDC representatives who shall restrict work time to union contract bargaining. The Union will notify the employer in writing when the four (4) representatives are selected and will provide at least

three (3) days advance notice when feasible for release time for bargaining and bargaining planning unless the parties agree to different terms during bargaining.

Felton management shall block out the month of August to begin successor contract negotiations at the end term of this agreement.

Section 4: Card Check Neutrality

The Service Employees International Union Local 1021 ("The Union") and Family Services Agency or Felton Institute ("The Employer or The Agency") hereby agree to the following recognition procedure for all full-time and part-time staff, employed at the Agency not already covered by the existing Memorandum of Understanding.

The value of a respectful, cooperative and constructive relationship between the Employer and the Union is recognized as essential and mutually beneficial for the Employer's continued success. The Union is considered a valuable partner in achieving this success.

The Employer agrees to adopt a position of neutrality with regard to any organizing campaign or effort that could affect the Union's representation of the acknowledged appropriate bargaining unit. Neutrality means that, except as explicitly provided herein, the Employer will not in any way, directly or indirectly involve itself in or help or hinder Union efforts to campaign or influence bargaining unit members to sign authorization cards or otherwise aid, assist or support the Union.

The Employer (and its supervisors) will not take any action or make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection of a collective bargaining agent, or preference or opposition to SEIU Local 1021 as a bargaining agent. The Employer shall advise their employees that the Employer is not opposed to the selection of SEIU Local 1021 as their collective bargaining representative. The Employer shall refrain from lending any support or assistance of any kind to any individual or group opposed to SEIU Local 1021.

The Employer agrees not to discriminate, discharge, lay-off, or discipline any employees because that employee joined the Union, signed an authorization card or engaged in any type of union activity.

The Union and its representatives will not coerce or threaten any employees of the Employer in an effort to obtain authorization cards.

Upon the Union's request, the Employer will provide within five (5) days a list of the names, addresses, phone numbers and work locations of all unrepresented employees. The Employer agrees to update the lists upon request from the Union.

In addition, the Employer and the Union shall meet to determine an appropriate method for the Union to communicate with the unrepresented employees during working hours. Such

communication can be in one or both of the following ways as agreed to by the parties: The Employer will grant the Union access to employees at the job site for the purpose of distributing literature and meeting with bargaining unit employees, provided there is no interference with the conduct of the Employer's business or with the performance of work by the employees during their work time. Access shall include the right to post notices on designated company bulletin boards and the right to speak with employees during non-work time.

The Union will arrange a series of meetings for employees and will post notices for employees at the work location.

Once the Union claims majority status of the Employer, the Employer and the Union will meet within 10 days of the union's notification of its claim of majority status. The Parties will mutually agree on a date and time to meet. The Union will notify the Employer of the collective bargaining unit it seeks to represent. The Union will select a neutral third party who will verify the Union's majority status.

The Union will present a neutral third party with signed authorization cards and with the list of bargaining unit employees. The neutral third party shall examine the signatures on the authorization cards against any documents kept by the Employer in its regular course of business that contain the employees' signature. Once the neutral third party has examined the signatures on the authorization cards and verified that the Union has a majority, said neutral third party will certify in writing that the Union represents the employees in the bargaining unit.

Once it is certified that the Union has majority support among the existing, unrepresented employees, the Agency shall recognize the Union as the exclusive representative for said employees and proceed to negotiate either 1) a new collective bargaining agreement (CBA) covering all employees and governing wages, benefits and working conditions or 2) to accrete all employees to an existing CBA or Memorandum of Understanding (MOU) currently in effect with the Agency.

In the event any disputes arise with respect to this Section, the Parties are required to submit that dispute to the grievance process as set forth in Section 11. Should the grievance not be resolved at the conclusion of Step 3, in lieu of the arbitration procedure set forth in Step 4, the Parties shall mutually select a mediator from a list provided by the Federal Mediation and Reconciliation Services within seven (7) business days for the purposes of trying to resolve the dispute. The Parties shall split evenly the costs of the mediator if there are costs involved. Should the dispute remain unresolved following the mediation process after thirty (30) days, the Parties shall have the right to file charges with the National Labor Relations Board.

Section 5: Discrimination and Affirmative Action

There shall be no discrimination by the Employer, the Union or employees covered under this agreement against an employee or applicant for employment because of race, creed, religion, color, national origin, age, sex, sexual orientation, marital status, parenthood, disability,

veteran status, political affiliation or because of membership in the Union or activities on behalf of the Union.

Section 6: Sexual Harassment

- A. The Employer, the Union and the employees agree that an employee or applicant for employment shall not be the subject of sexual harassment. The Fair Employment and Housing regulations define sexual harassment as unwanted sexual advances, or visual, verbal or physical contact of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis of employment decisions, or has the effect of interfering with work performance or creating an otherwise offensive working environment.
- B. Employees who feel they have been discriminated against on the basis of sex, sexuality, and sexual orientation or in any other manner harassed should immediately report such incidents following the procedure described below without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.
- C. Complaints of sexual harassment of any type should be reported to the employee's immediate supervisor and/or the Human Resources Director. In the event the complaint is against the supervisor, the employee should contact the Human Resources Director.

Section 7: Health and Safety

Felton Institute and SEIU 1021 share a commitment to ensuring a safe and healthy work environment for all employees. To achieve this goal, Felton Institute shall provide a comprehensive safety training program aimed at maintaining a violence-free worksite to the maximum extent possible.

All Felton employees shall be provided with a copy of Felton's health and safety guidelines and shall be required to read and familiarize themselves with these guidelines. Felton Institute shall also post and maintain up-to-date health and safety guidelines in all work areas for easy viewing by employees.

In addition to providing training and guidelines, Felton Institute shall take all necessary measures to address any health and safety issues promptly and efficiently, including investigating incidents of workplace violence, providing resources for employee support and counseling, and implementing corrective measures to prevent future incidents.

If an employee's health and safety is at risk, employees who are directed to perform a task, can discuss their concerns with their immediate supervisor for possible assistance and if there's no resolution, the employee can file a grievance.

Felton Institute is committed to providing safe and secure work environments for all bargaining unit employees. Upon request by the Union, Felton Institute shall meet with the Union to discuss and address safety concerns related to facilities where represented employees are assigned to work.

These discussions may include proposals to provide safety devices and other options where appropriate and financially feasible. Felton Institute shall take all necessary steps to address and resolve any safety concerns raised by the Union in a timely and efficient manner.

A. Safe Working Conditions

Bargaining unit employees shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or physical well-being.

B. Equipment

Felton Institute is responsible for ensuring that all equipment is functioning properly and safely. Employees who observe equipment functioning improperly or unsafely will report such observations to their immediate supervisor immediately. Employees should also be notified of any equipment that is not in service.

C. Health and Safety Training

Felton Institute recognizes the importance of providing safe and healthy work environments for all employees. To ensure the health and safety of bargaining unit employees, the Institute shall provide ongoing training on safe food handling, health, safety, and injury prevention.

This training shall be designed to inform employees of all potential risks associated with their job duties & equipment and provide them with the necessary knowledge and skills to perform their tasks safely.

The Felton Institute shall take all necessary measures to ensure that employees are properly informed and equipped to work safely in compliance with all applicable health and safety regulations.

D. Specialized Health & Care Routines

The Felton Institute values compliance with the Individuals with Disabilities Act (IDEA or Act) part C regulations. Therefore, all bargaining unit employees shall implement the Individual Family Service Plan (IFSP) or Individual Educational Plan (IEP) which outlines the child's goals and the services required to assist children in meeting these goals.

No bargaining unit employee shall be compelled to administer medication or provide any other medical services unless they have completed an in-service training at least five (5) days prior to a child's first day of enrollment.

The Felton Institute shall hold harmless, in accordance with relevant Government Code sections, any bargaining unit employee who performs specialized health and care services.

Section 8: Employee Classification and Probationary Period

Upon hire, employees shall be in a "probationary period" for a period of 4 months. If the employee has experienced any performance issues during this time, the probation period could be extended with a "performance plan of correction" submitted for an additional 2 months (total of 6 months maximum). If the employee has successfully completed the probation period, they will be moved to "regular" employment status. If the employee fails to successfully complete the extended probation period, they could be subject to further disciplinary action, up to and including termination.

- A. Job descriptions for all employees covered by this agreement shall be included in Appendix A and shall state whether the position is "exempt" or "non-exempt."
- 1. An <u>exempt employee</u> is one who is paid at least the minimum specified by applicable law for an exempt employee and is employed in Executive, management, or professional capacities. Exempt employees do not receive overtime compensation.
- 2. <u>Non-exempt employees</u> are those not employed in Executive, managerial or professional capacities. They are entitled to be paid overtime at the rate of time and one-half after 37.5 hours in one week or after seven and one-half (7.5) hours in one day for employees subject to this Agreement. Where permitted by law the Employer and the Union will, at the request of either party, negotiate the implementation of alternative work schedules.
- B. A <u>regular employee</u> is either full-time or part-time and works for an indefinite period of time. A regular full-time employee is one who works 37.5 hours or more per week. A regular part-time employee is one who works less than 37.5 hours per week.
- C. A Temporary employee is hired for the sole purpose to work in place of a regular employee (a) during periods of prolonged absence of up to thirteen (13) consecutive weeks; (b) where excessive workloads exist in a work unit for a limited duration of less than four (4) months; or (c) when the completion of a specific job is desired which shall take one week or less. If any of these time limits are violated by one employee or more than one employee successively performing the same basic job functions, any and all negatively impacted employees shall be awarded regular status and their loss shall be subject to the grievance procedure.
- D. Substitute or on-call employees are individuals who are hired to be available on an as needed basis to fill-in for regular employees during brief absences or staff vacancies or to assist from time to time in work units with excessive workloads. It is the intent of the Employer to minimize the use of substitute or on-call employees.
- E. Probation: Employees shall be on probation for the first four (4) months of employment. After successful completion of this probationary period, employees other than contract employees shall be considered regular employees. During this period, the agency may terminate an employee without recourse to the grievance procedure. As warranted, the

probationary period may be extended by mutual agreement of the parties for up to an additional six months, provided such is done in writing. During this period, employees shall be evaluated in writing by their immediate supervisor at the end of three months of employment and at the end of six months.

F. The dispute regarding classifications that fall under SEIU 1021 jurisdiction will be resolved through the grievance procedure as outlined in the MOU. Except that if the issue cannot be resolved through step 1 to 3, the parties may request a mutually agreed upon mediator from the Federal Mediation and Reconciliation Service to attempt to resolve the issue. If the parties are unable to resolve the issue through mediation and no later than 30 days upon conclusion of mediation, the parties shall proceed to Step 4 - Arbitration as outlined in the MOU.

Section 9: Discipline and Discharge

- A. Employees who have successfully completed their 4-month initial probation period with the Employer shall be moved to "regular" status. After that time, employees may not be discharged or otherwise disciplined except for just cause which includes, but is not limited to: (1) unsatisfactory attendance, (2) physical violence, (3) failure to perform job tasks, (4) intoxication during work hours, (5) unethical relationships with clients, (6) Inappropriate release of client information or other confidential or sensitive materials, (7) Dishonesty and or theft, (8) Unethical relationship between and employee and a client, (9) Violation of children's personal rights, (10) Failure to supervise children 100% of the time, (11) Failure to follow Mandatory Reporting Requirements
- B. Notice of discharge or suspension shall be served in person or by certified mail to the employee within twenty-four (24) hours of the disciplinary action and a copy of such notice shall be sent to the Union. The notice shall include the following information: (1) statement of the nature of the disciplinary action; (2) the effective date of the disciplinary action; (3) statement of the facts behind the disciplinary action (including date, time, place, etc.); (4) description in ordinary and concise language of the policies on which causes are based.
- C. An employee shall have the right to a Union Representative or Steward, if the employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Prior to any such meeting, the Employer will inform the employee involved of such right. All disciplinary action other than for probationary employees may be reviewed in accordance with the grievance procedure.
- D. Employees holding positions requiring certification, licensure, permits, or continuing education units, as specified in the employee's job description, shall be required to maintain all standards for continued licensure. A loss of licensure or a permit may result in immediate termination. If the loss of licensure or permit is of short duration or through no fault of the employee FSA shall make a good faith effort to place the employee in an alternative assignment until the license or permit can be retained.

E. Background (FDC Program)

Over the past months FDC has experienced an increased number of incidents resulting in Type A violations as defined by Community Care Licensing. Continued Type A violations put Felton at risk for legal action including revocation of License unless Felton demonstrates that we have taken appropriate action that result in more serious consequences for employees who do not follow Health & Safety procedures as trained and instructed. At this point, every employee has been met with and has also have been informed of the seriousness of these violations. Everyone understands that it is CRITICAL that we ensure that the health and safety of children under our care is covered 100% of the time.

On October 18th, 2013, FSA and SEIU 1021 agreed that any employee who is found responsible and who's gross misconduct results in a *Type A violation for failure to provide proper supervision to children under his/her care 100% of the time will result in a SUSPENSION and/or IMMEDIATE TERMINATION.*

DISCIPLINE- SUSPENSION FOR FDC PROGRAM EMPLOYEES

What is a suspension?

A suspension is a cease of work mandated for a specific period of time on a without pay basis. It is considered an economic sanction.

When will a suspension be used?

A suspension will be used as an appropriate step to take after an employee has failed to provide 100% supervision to children under their care and who are found responsible in incidents that lead to a * Type A violation which pose an immediate risk to the health and safety of children in our care. This disciplinary action is considered when an employee's behavior is so egregious (addressing behavioral and/or judgment deficiencies) that a lesser action is not appropriate.

Who will issue a suspension?

A suspension letter will be written by Human Resources in coordination with Program Director.

How will the suspension be communicated to employee?

The written notice will be given to the employee personally by the supervisor or manager.

How long will the suspension be?

The suspension will be for 20 work-days without pay, effective immediately after investigation of facts has been completed?

An employee's record will be considered when making a decision as to whether or not to consider a 20- day suspension or if the consequence is termination.

Question that will be considered:

Does the employee have a prior record of similar offenses, or is this a first offense?

What happens if the employee fails to provide 100% supervision to children under their care 100% a second time?

If an employee is found responsible and fails to provide 100% supervision under his/her care during a three-year period from the last incident, it will be grounds for immediate termination.

- G. Employees and the assigned Union Representative must be notified if an employee is under investigation within 30 days from the date of possible violation or the date Felton becomes aware of a violation. Felton shall inform the Employee and the Union Representative as to the subject matter of the investigatory interview and allow time for the employee to contact a union representative or shop steward if they choose to have a representative present and to meet with their representative prior to questioning. No action to impose discipline against an employee shall be initiated more than sixty (60) days from the date Felton knows of the conduct after diligent and timely investigation except for conduct which would constitute the commission of a crime, violation of children's personal rights, or child abuse and neglect. Initiation of discipline for the purposes of this provision is the date of the charging letter or notice of placement for investigation.
- H. Except for the specific disciplinary matters provided in Section A. materials relating to disciplinary actions in the employee's personnel file which have been in the file one (1) year or more shall not be used. At the request of the employee, materials relating to discipline actions which are one (1) or more years old shall be removed, provided there has been no reoccurrence of the conduct on which the discipline was based within the year.
- I. Notwithstanding the above, if an employee believes the employee's personnel file contains a personnel evaluation that negatively references employee's authorized and proper use of leave under the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), the employee should notify the employee's Department's Personnel Officer and/or Equal Employment Opportunity Officer, who shall review the matter and ensure any reference to such use of FMLA or CFRA leave is removed from the evaluation.

Section 10: Personnel File

- A. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the Human Resources Department unless another location is designated and the employee is notified in writing. Each employee shall have the right to review the contents of the employee's official personnel file upon request. Nothing may be removed from the file by the employee, but copies of the contents shall be provided to the employee at the employee's request. Request shall be made in writing by the employee 10 business days prior to the appointment date.
- B. With the written authorization of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative FDC Contract July 1, 2022 June 30, 2025 Felton Institute/FSA SEIU 1021

and obtain copies of the contents upon request. Request shall be made in writing by the employee 10 business days prior to the appointment date.

- C. An employee shall have the opportunity to review, sign and date any and all material to be included in the file except routine matters chronicling job and pay changes. The employee may also attach a response to such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author. Felton May transmit documents to the employee at the employee's last known address by means of U.S. mail, email, or hand-delivery, except disciplinary notification, which must be sent by certified mail when the employee is on leave.
- D. Upon approval from Management and Employee, the employee may include material relevant to the employee's performance of assigned duties in the file.

Section 11: Grievance Procedure

A grievance is defined as a claim or dispute by any bargaining unit employee or the Union concerning the interpretation or application of this Agreement. The parties encourage open communication between employees and their supervisors. Prompt resolution of personnel issues is important for good relations, fairness and efficient operation.

<u>Step 1.</u> Grievances shall initially be taken up orally by the employee and/or the Union Steward and/or Union Representative with the immediate supervisor or the Program Manager in an attempt to settle the matter on an informal basis.

Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing by the employee or his/her representative and submitted to the Division Director. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward and/or Union Representative. In order to be valid, the grievance must be submitted within fifteen (15) calendar days of the date that the alleged violation occurred or could be reasonably known to have occurred. The Employer and/or the Shop Steward and/or the Union Representative will meet within seven (7) calendar days of such submission.

<u>Step 3.</u> If the grievance is not satisfactorily settled at Step 2, it may be presented in writing to the Chief Operations Officer or designee by the Union within fifteen (15) calendar days after Step 2 filing or Step 2 meeting.

The Chief Operations Officer or designee shall give a written response to the employee and the Union Representative within fifteen (15) calendar days after submission of the grievance to him/her.

People Officer or designee's response, if the grievance still remains unresolved, it may be directly referred by the Union to binding arbitration. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) calendar days after receipt of the written request for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement. All expenses of arbitration, excluding costs of representation and witnesses, shall be paid equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) calendar days of the arbitration hearing. Time limits may be extended or waved only by mutual agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall proceed through the Steps. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method for determining settlements between the parties of any and all grievances herein defined.

<u>Expedited Arbitration:</u> By mutual agreement of the Employer and the Union, grievances which are referred to binding arbitration may be addressed using expedited rules, which will include the following characteristics: (1) Extensive efforts shall be made prior to the hearing to stipulate to the facts; (2) no attorneys will be used; (3) there shall be no stenographic record of the proceedings; (4) only oral closing arguments will be used; no briefs; (5) only an oral bench decision shall be required.

Section 12: Job Posting and Promotion

- A. All positions, which become open at Felton Institute, either due to the departure of staff or due to the creation of new jobs, shall be made known to staff through memos posted on the agency bulletin boards and announced at staff meetings. Such memos shall be posted at least seven (7) calendar days before information about these openings is distributed publicly.
- B. Current employees who apply for the posted position within the seven (7) calendar day posting period and who meet the qualifications in a posted job description shall be given consideration over outside applicants to fill posted vacancies in the bargaining unit, so long as said employees have satisfactory performance histories as reflected in their employee's performance evaluations. Both parties recognize, however, the Employer's necessity to comply with Affirmative Action goals and obligations, to which the Employer may also give consideration in hiring. If more than one qualified current employee applies for the position, selection shall be based on order of seniority, provided that merit, skills, ability, permit level and ECE units are equal. Management will present a written explanation when a less senior employee is awarded a preferred assignment.
- C. Reclassification of a position to a higher level may be initiated by the employee or the Department Head. An employee who believes his or her job and duties are classified at an

inappropriately low level may submit documentation to his or her supervisor of record justifying the reason for reclassification. The justification may include a comparison of similar jobs and salary scales in similar agencies. If the supervisor of record and Department Head concur, the documentation shall be forwarded to the

Executive Director who has final approval authority. Denial of a reclassification is subject to the grievance procedure. Reclassified employees shall retain their same anniversary date and will not be placed in orientation status.

Section 13: Dishwashing in classrooms

A designated custodian/center assistant shall wash dishes for all classrooms and when absent, another center assistant shall be requested to perform the classroom dishwashing. If alternative support cannot be coordinated, teachers shall rinse the classroom dishes and transport them to the kitchen for washing and sanitation by 1:45pm daily.

Section 14: Seniority and Layoffs

- A. A layoff shall be defined as a non-disciplinary separation of an employee based upon legitimate business needs as determined by the employer. The Employer recognizes its obligation to bargain with the Union over the effects of any layoff on bargaining unit employees and in that regard it agrees to review its determination by the contract and/or funding source financially reduced, or eliminated, thereby causing the necessity for layoffs.
- B. The parties agree to abide by the principle of classification and site seniority for layoffs except when the principle is in direct conflict with the goals of the Employer's Affirmative Action Policy. Seniority, for the purposes of layoff, is defined as the length of service in the affected classification.
- C. Employee rights to authorized leaves of absence shall not constitute a break in their seniority rights based upon length of service; however, employees shall not accrue seniority during leaves granted by the Employer that are longer than thirty (30) calendar days.
- D. The Employer shall endeavor to give the Union and the employees thirty (30) calendar days' notice prior to the effective day of layoff, unless the Employer is given less notice during funding negotiations or in the event of an unforeseen emergency or catastrophe.
- E. Voluntary terminations include an absence of three (3) or more consecutive working days without notice, or failure to return from a leave of absence or layoff for a period of six months or more.
- F. Involuntary terminations include release during the probation period or discharge whether pursuant to the Grievance Procedure or not.

- G. In case of termination or layoff, employees shall receive accrued vacation leave and holiday leave and be advised of any extended coverage and conversion privileges of the health and dental benefit plans.
- H. If an employee is laid off, the agency will continue to pay the employee's medical and dental benefits for an additional month. After that time, the employee will be eligible to extend their benefits through COBRA. Information on how to extend their benefits will be mailed directly to their home address prior to the termination of their agency benefits.

Section 15: Hours of Work, Overtime, and Pay Period

A. HOURS OF WORK.

- a. In general: Felton's regular business hours are established by contract obligations, bearing requirements and needs of the program. Employees may be required to work the hours specified by the contractor.
- b. Full-time employees: Employees hired to work at least 37-1/2 hours weekly.
- c. Part-time employees: Employees hired to work less than 37-1/2 hours weekly.
- d. Timekeeping Requirements. For Felton contract compliance purposes, all employees are required to record time worked on a semi-monthly time and attendance form. Employees must call in prior to 7:30 a.m. on a daily basis when they are not able to come to work, unless they are hospitalized. Verification is required for all absences.
- B. FSA will compensate all employees for approved overtime worked in the following manner:
 - a. One and one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of seven and one-half (7-1/2) hours on any regular working day; and
 - b. One and one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of thirty-seven and one-half (37-1/2) hours during any period of five (5) consecutive days; and
 - c. Two (2) times their hourly rate of pay for all hours worked in excess of twelve (12) hours on any one (1) day, and for all hours worked in excess of seven and one-half (7-1/2) hours on the seventh consecutive day of work.
- C. Due to the nature of the agency, it may be necessary for employees to work additional hours beyond regularly scheduled shifts. Overtime for non-exempt staff must be approved by the Senior Director prior to the work being done and must be documented on the time sheet. If an employee must work overtime and is unable to notify the Senior Director in advance (e.g., the next shift person is late), the supervisor must be notified within 24 hours.
- D. Paydays are on the 15th and the last day of the month, or the last workday before the 15th and the last day of the month. If a regular payday falls on a weekend or holiday, the employees will be paid on the preceding weekday.

E. Compensatory Time for Exempt Employees

Felton Institute believes in creating and investing in an effective workforce. Although there is no legal requirement or obligation to offer employees occupying positions determined to be exempt from the Fair Labor Standards Act designated as exempt, FDC programs shall permit exempt employees who are required to work more hours than regularly scheduled 7.5 hour work day to receive compensatory time off.

Granting Compensatory Time Off

A Supervisor may grant compensatory time off to exempt employees who are required to work in excess of any regular schedule for pre-approved or requested special projects, training during weekends or any normally scheduled time off. Compensatory time will be granted on an hour-for-hour basis. Request for use of accrued time off will not be unreasonably denied.

Procedures

The Program Supervisor who signs the timesheet is authorized to grant compensatory time off to exempt employees only. The supervisor's approval of the employee's timesheet will constitute the granting of the employee's compensatory time. All employees should record the appropriate time worked and time taken on the timesheet.

Using Compensatory Time Off

An employee who has accrued compensatory time and request use of the time must be permitted to use the time off within a "reasonable period" after making the request. Using the established "Leave Request" process, an employee will submit the leave request form marking "other leave".

Supervisors may deny the request if the use of compensatory time will "unduly disrupt" the program's operations. Supervisors can require an employee to take compensatory time off to manage the accrual limitation. All compensatory time earned by exempt employees in any work week is encouraged to be taken during the two-week period following the end of the work week during which the compensatory time was earned, but no later than 30 days. Compensatory time accrued is subject to an accrual limitation of 37.5 hours within a two-month period.

Section 16: Reimbursement of Expenses

Work-related expenses incurred by employees may be reimbursed, if approved in advance by the Executive Director.

Employees who are required to have a vehicle for the performance of their job duties per their job description (commuting to/from work is not considered "required for the performance of their job") will receive a mileage allowance at the rate established by the Internal Revenue Service as part of their compensation. Management shall identify those employees who are required to have vehicles for the performance of their job duties. This will be discussed with Local 1021 and a formal list will be provided.

Section 17: Annual Leave, Sick Leave and Holidays

A. ANNUAL LEAVE.

- a. Annual leave of 13.13 hours per month, which shall be pro-rated for eligible part-time employees, shall accrue to all regular employees up to a maximum of twenty-one (21) days. Once twenty-one (21) days are accrued by an employee, no more shall accrue until a portion are used, after which annual leave shall again begin to accrue up to twenty-one (21) days maximum. No annual leave shall be granted retroactively for the period during which the leave ceased accruing. Exceptions to this section may be made at the sole discretion of the Chief Operations Officer.
- b. Regular employees accrue annual leave from the date of their original employment, but no employee may use any accrued annual leave until the first day of the seventh month of employment, except with the advance approval of the employee's Senior Director/ COO. Upon termination, employees are paid for any accrued but unused annual leave.
- c. Employees in orientation status who terminate prior to completion of six (6) months will be paid for accrued annual leave. However, during the orientation period, an employee will <u>not</u> be entitled to take any annual leave unless approved in advance by his or her immediate supervisor and Department Head.
- d. Employees who were formerly regular employees but who are in orientation status due to a promotion or transfer will be eligible to take annual leave during their orientation status with the approval of their immediate supervisor. However, the orientation period will be extended by the number of annual leave days taken, unless the extension is waived at the discretion of the immediate supervisor.
- e. Employees must submit a written request to the immediate supervisor in advance before taking annual leave. Each employee's staffing supervisor and Division Director must approve in advance his or her annual leave schedule. Annual leave shall be scheduled to adequately meet job responsibilities and staffing requirements. Employees who take annual leave without advance notice and approval may be subject to disciplinary action and may not be paid for such time.

An employee, who is the parental stated is including domestic partners) or grandparents with custody of a child or children enrolled in a licensed day care center, in kindergarten, or in grades one through twelve, may take up to forty (40) hours of unpaid leave each year, to participate in the licensed day care center or school activities. The employee must provide reasonable

advance notice of the planned absence. If requested, the employee must provide documentation from the licensed day care center or school verifying the date and time of the school or day care center visit(s). The leave will be unpaid, but the employee may use accrued vacation time or paid personal business leave (PBL) for this purpose.

An employee who is the parent, guardian with custody (including domestic partners) or grandparent with a child who has been suspended from school and has received a notice from the child's school requesting that the employee attend a portion of a school day in the child's classroom, may take unpaid time off from work to appear at the school. The employee must, prior to the planned absence, give reasonable notice to the Agency that the employee has been requested to appear at the child's school. The employee will not be penalized in any way for taking this time off.

- B. <u>SICK LEAVE</u>: Sick leave may be used in the manner described below. Abuse or misuse of sick leave will not be tolerated by Felton and may be subject to disciplinary action.
 - a. Sick leave of one and one-quarter (1-1/4) working days per month, or fifteen (15) working days per year, shall accrue to eligible employees, and may accumulate up to a maximum of sixty (60) working days. Terminating employees, regardless of the reason, are not entitled to payment for unused sick leave or for special merit days.
 - b. A regular employee may use accrued sick leave for the purpose of securing medical care or for attending to a family member, including domestic partners. Sick leave to care for ill family member(s), parent, domestic partner, or spouse is subject to all policies that apply to employee sick leave, including providing medical documentation.
 - c. Under <u>exceptional</u> circumstances, typically involving life-threatening or terminal illness, the HR Director may authorize an employee to accept and use sick leave donated to him or her by another Felton employee or employees. However, if an employee's request is denied, they may appeal to the CEO for a final decision. If the donation qualifies and is approved by HR, employees may request donations through their managers to cover the life threatening or terminal illness of the employee. Employees who leave the agency may not donate unused sick hours.
- C. <u>PERSONAL BUSINESS LEAVE</u>. Commencing on the first day of employment, each employee shall begin accruing personal business leave ("PBL") days at the rate of one-fourth (1/4) day per month, or three (3) PBL days per year. Once three (3) PBL days are accrued by an employee, no more shall accrue until a portion are used, at which time an employee may again accrue PBL days up to the three (3) day maximum. No PBL day shall be granted retroactively for the period during which they ceased accruing. Upon termination, employees are paid for any accrued but unused PBL days.
- D. <u>SPECIAL MERIT DAYS</u>. Regular employees (full-time or part-time) who accrue over twenty-four (24) days of sick leave may convert accrued days in excess of twenty-four (24) days to one

special merit days per year on the following basis: one (1) special merit day may be exchanged for three (3) sick leave days; provided, however, that special merit days must be used within the pay period during which they are exchanged by the employee and recorded on the employee's time and attendance form and if not, are forfeited. Exceptions to this policy may be made at the sole discretion of the Executive Director. The Department Head is responsible for approving and determining when the special merit day may be taken.

E. RECOGNIZED HOLIDAYS

a. Twelve (12) holidays shall be observed annually, during which times Felton staff will, where practical, receive time off with pay for the full day. Actual holidays will vary based upon program needs and the feasibility of closing the program for the day. Each year, a schedule of holidays will be circulated to all Felton staff. These holidays will typically include:

New Year's Day

Martin Luther King
Day Washington'
Birthday Memorial
Day
Independent Day
Labor Day

Veteran's Day
Thanksgiving Oay
Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

- b. For those programs, which must remain open on selected holidays, alternative holidays will be individually arranged for affected staff with the Department Head.
- c. A holiday falling on Saturday will be observed on the preceding Friday, except when that Friday is one of the holidays listed, in which case the holiday will be observed on the following Monday. A holiday falling on a Sunday will be observed on the following Monday, except when that Monday is one of the holidays listed, in which case the holiday will be observed on the preceding Friday.

Section 18: Insurance Benefits

- A. <u>Insurance:</u> Insurance plans are offered to all regular employees working at least twenty (20) hours per week except where eligibility is determined at sixteen hours by the San Francisco Healthcare Accountability Ordinance, to cover their life, medical and dental. Thorough details of these benefits are provided in plan booklets and documents provided by the Administrative Office. These benefits shall not be changed during the life of this agreement.
- B. <u>Medical and Dental:</u> Medical and dental coverage for full-time coverage shall be provided by the Agency. For medical and dental coverage, the agency will contribute the cost for full-time employees.

mutually understood that

- The Current Health Reimbursement Account (HRA) benefit is \$5000 in addition to what is outlined in the 2019/2020 Benefits Guide;
- There will be no change to employee benefits during the duration of the agreement;
- If there's any change to the benefits as outlined in the 2019/2020 Benefits Guide due to a fiscal emergency, Felton will provide the Union reasonable and advance notice in writing and all changes must be based on mutual agreement subject to negotiations.

The Union is proposing that this mutual agreement be memorialized and along with the Benefits Guide, be added as an appendix to the CBA.

- C. <u>Part-time Employees</u>: The employer shall adhere to the provisions of the San Francisco Health Care Accountability Ordinance for employees working less than full-time.
- D. <u>Life Insurance:</u> Felton Institute/FSA provides a basic life insurance policy for all regular employees at no cost to employees. No dependent coverage is available. The amount of each employee's life insurance is equal to the employee's annual salary.
- E. <u>Tax Sheltered Annuity:</u> The Employer will continue the current Tax Sheltered Annuity Program.
- F. <u>Flexible Spending Account:</u> Felton Institute/FSA has a Flexible Spending Account (FSA) which allows regular full/part-time employees to have a cost-effective way to pay for expenses not covered by their medical/dental plan and dependent care expenses. This plan allows employees to pay for eligible expenses (per IRS guidelines) on a pre-tax salary reduction basis.
- G. <u>Workers' Compensation Benefits</u>. A work-related injury or illness is one that occurs while an employee is performing his/her job duties or other activities within the scope of his/her employment. Employees are responsible for immediately notifying the supervisor or manager of any on-the-job injury or illness, in order to be eligible for workers' compensation benefits.
- H. <u>Pre-Tax Benefit Program</u>: The employer will continue the procedure to permit employees covered by this agreement to reduce their taxable income to pay for certain permitted expenses. Of special importance is the purchase of MUNI fast passes with pre-tax income.

Section 19: Leave of Absence

A leave of absence without pay may be granted by the Human Resources Director and/or Executive Director for the following reasons: FMLA, Military service, Pregnancy Disability, or Personal Necessity. The decision to grant leave is based on the urgency of the

request, the length of the leave requested and the effect on the agency's work requirements and staffing needs.

- B. To apply for a leave of absence, an employee must make a written request addressed to the supervisor, who forwards the request to the Division Director, specifying the reason for the leave, the length of time needed and the expected date of return. For medical leaves, a doctor's statement will be requested. Extensions of leaves are ordinarily not granted unless there are critical circumstances, such as extended medical disability. The employee needs to notify the staffing supervisor two weeks before the end of a leave of the employee's intention to return. Upon expiration of an approved leave, employees will be re-employed in the same or a comparable position and rate of compensation as that which s/he occupied when the leave commenced. If an employee fails to report for work immediately after the period of the approved leave expires or if an employee obtains a leave based on false representations regarding the need for a leave, the employee will be considered to have voluntarily resigned.
- C. Employees participating in benefit programs prior to an approved leave of absence may receive coverage under those programs depending on the terms of the specific program. Costs for such coverage are paid by the agency for paid leaves or by the employee for unpaid leaves. In addition, the employee may be eligible for state or long-term disability benefits.

Section 20: Family Care Leave/Paid Leave

A. Any full-time or part-time employee who has completed at least one year and has worked at least 1,250 hours during that time may request (with appropriate documentation) family medical care leave without pay, of no more than 12 weeks in a rolling 12-month period. An eligible employee may request a family care leave for any of the following reasons: 1) the birth of the employee's child; 2) the placement of a child with the employee in connection with an adoption; 3) the serious illness of the employee's child; 4) the need to care for self, a parent, a spouse or domestic partner who has a serious health condition. If both parents are employed by the agency, only one employee is entitled to take leave to care for a child. An employee who is granted a family care leave of absence must utilize any accrued vacation and personal necessity days during the period of the leave. For the purpose of this policy's 12-week limitation, any paid and unpaid portions of the leave of absence shall be added together whether or not they are taken consecutively.

B. Paid Family Leave (PFL)

For California employees covered by State Disability Insurance and have earned at least \$300 from which deductions were withheld, Paid Family Leave Insurance provides up to six weeks of benefits for individuals who must take time off to care for a seriously ill child, spouse, parent, or domestic partner, or to bond with a new minor child. Employees are not required to use their vacation time for this leave if they do not choose to. Employees on Paid Family Leave will also, if they have not exhausted their FMLA time, be considered to be on FMLA.

An employee who is donating an organ may be granted paid leave for up to 30 days in any one-year period. The employee may be required to use up to two weeks of accrued sick, vacation or personal leave pay. The employee must present medical certification confirming that the employee is an organ donor and needs time off for organ donation related purposes.

An employee who is donating bone marrow may be granted paid leave for five working days in any one-year period. The employee may be required to use up to five days of accrued sick, vacation or personal leave pay. The employee must provide medical certification confirming that the employee's leave is related to the donation of bone marrow of the employee.

Section 22: Military Leave

A regular employee on active military reserve service may take up to two weeks of unpaid leave per year for military reserve training. An employee who volunteers or is called to active military duty in a branch of the U.S. Armed Forces will be granted a leave of absence according to applicable state and federal law for the period of active duty.

Section 23: Jury Duty

Felton Institute/FSA encourages employees to fulfill their civic responsibilities by serving jury duty when required. If called for jury duty, employees are excused for the time required to attend the court. Employees will be paid, up to ten (10) days, at their regular rate of pay provided that the supervisor is informed regarding the court's schedule and the employee submits documentation from the court regarding his/her length of service. An employee who is called to jury duty while on probation shall have his/her probationary period extended for the period of time while on jury duty. Employees may request paid jury duty leave once in any two-year period.

Section 24: Bereavement Leave

Leave up to three (3) working days may be granted to a regular employee if his or absence from work is caused by a death in the employee's family. Family shall include spouse, domestic partner, children, parents, grandparents, grandchildren, siblings, or any person who has served in the capacity of parents, brothers, and sisters, or other relatives living in the immediate household of the employee. Where the funeral in connection with the death necessitates travel, additional time, not to exceed two (2) days may be granted.

Section 25: Return to Work After Medical Leave

Upon presentation of a doctor's statement verifying the need for leave, the Employer shall grant medical leave without pay to employees who have completed their probationary period and who have exhausted accrued paid sick leave benefits. Medical leave shall not be for more than three (3) months or 12 weeks maximum per the FMLA leave laws (must meet FMLA

requirements).

In exceptional cases, the employee's medical leave time could be extended for a total of six (6) months at the discretion of the HR Director (and with appropriate medical certification of the need for extended leave).

Employees who return from medical and/or FMLA will be placed in the first available equivalent position (if returning after 12 weeks). Employees who return to work at the conclusion of the 12 weeks will be placed back into their former position held prior to their leave. Employees who return after the maximum six (6) months will be placed in a position that may or may not be the equivalent of their former position. This is based on the availability of a current job opening at the time the employee returns, and the current budget. Every effort will be made to secure a position in the department for these employees working with all managers in the Division.

The employee's medical and dental benefits will continue during the 3-month/12-week FMLA leave time. In exceptional cases, the medical and dental benefits of the employees who fall under the six (6) month leave exception may be able to continue their benefits. Otherwise, the employee's medical and dental benefits will continue for employees on leave for a maximum of 4 months, depending on the leave type.

Section 26: Education and Literacy Assistance Leave

A. Education:

Employees are always encouraged to further their knowledge base at FSA. Employees can do this by furthering their education levels, participating in work-related conferences and attending training events. Based on this, Felton Institute/FSA agrees to annually allocate a maximum of \$250 per year per person to cover pre-approved courses not covered by CARES. Employees must pass the course with a grade of C or better, and must submit a receipt as proof of payment.

- 1. Employee must submit a Request for Reimbursement form to their Supervisor stating the need for the reimbursement.
- 2. The Controller in coordination with the employee's Supervisor and the Fiscal Director will approve/disapprove the request for reimbursement.
- 3. After completion of the course, the employee is required to provide proof of successful completion (passing grade) of the coursework at which time reimbursement will be made.

This fund is on a first come/first serve basis.

B. <u>Literacy Assistance Leave</u>:

If an employee reveals to the Agency that he or she has a problem with reading and writing,

and request assistance in enrolling in an adult literacy program, the Agency will attempt to assist that employee. This assistance may, depending on the circumstances, include providing an employee with the locations of local literacy education programs or arranging for a literacy education provider to visit at work. The Agency does not, however, provide paid time off for participation in an adult literacy education program. Accrued vacation time must be used, or the leave will be unpaid. Any employee who reveals a problem with illiteracy and who satisfactorily performs his or her work will not be subject to termination of employment because of the disclosure.

Section 27: Leave Pursuant to the Domestic Violence Employment Leave

If an employee is a victim of domestic violence and needs to take time off from work, he or she may take an unpaid leave of absence. Accrued, but unused paid time off benefits (vacation, sick and personal business leave) may be used for this type of leave. Reasons for leave include:

- to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order or other injunctive order
- to help ensure the health, safety or welfare of a domestic violence victim or his or her child
- to seek medical attention for injuries caused by domestic violence
- to obtain psychological counseling related to an experience of domestic violence
- to participate in safety planning and to take other actions to increase safety from future domestic violence.

As a condition of taking time off, an employee must, prior to his or her planned absence, provide reasonable advance notice to his or her supervisor. If an employee needs to take an unscheduled leave for one of the above reasons, he or she must, within a reasonable time, provide certification of the need for the absence to his or her supervisor.

Section 28: Wages and Classifications

A. 2022-2023 Wage Increase Plan for FDC bargaining unit employees.

Effective July 1st, 2022, all bargaining unit employees have received a wage increase for the July 1st, 2022- June 30th, 2023, school year. This wage increase pertains to the FDC bargaining unit employees who meet the eligibility requirements for Phase I, and II and those who did not meet the requirements.

The following provisions apply:

1. Per the Department of Early Childhood Funding Requirements: Phase I eligibility is based on those early educators and specialists who directly support the development and learning of children as their primary role/ responsibility on a daily basis. All Phase I eligible staff with non-teaching or specialist roles/titles must work directly with children, i.e on the floor, for more than 50% of their scheduled time.

- 2. Phase II eligibility is based on the early education staff and administrators who primarily work indirectly to support children's development. On a daily basis, this staff spend less than 50% of their time on the floor and the role supports the overall program including but not limited to administration, operations, supervision of early educators, professional development, and family engagement.
- 3. Prop C funding is year to year (supplemental increases allow fluctuation), and the supplemental wage can fluctuate if the annual award grant amount changes.
- 4. Felton has established a base rate for the 2022-2023 school year and has added supplemental increases annually based on the receipt of the Prop C grant. Prop C Supplemental funding is contingent upon the award of such funds each year.

A. Longevity Salary Adjustment

One time (FY 22-23) Felton	Tenure Salary Adjustment	
0-5 Years	1%	
6-10 years	2%	
11-15 years	3%	
16-20 years	4%	
21+ years	5%	

- 1. Bargaining unit FDC educators & staff who met Phase I requirements, have received an across-the-board wage increase of 10% + Prop C Supplemental Increase (*Delta between current salary and new required compensation based on Prop C- as applicable*) + a ONE TIME Tenure Salary Adjustment based on their years of service as noted above.
- 2. Although based on Prop C requirements Bargaining unit FDC staff who did not meet Phase I and II requirements were not eligible for compensation increases, Felton processed an across-the-board wage increase of 10% + a ONE TIME Tenure Salary Adjustment based on their years of service.
- 3. This increase was retroactive back to July 1st, 2022. The retroactive portion of this increase was processed via a separate direct deposit check.
- To comply with the Department of Early Childhood Felton processed salary increases on FY 2022-2023 on November 23rd, 2022.
- *Excludes employees hired after September 30th, 2022.
- Salary adjustments will continue to be processed as per Felton's FY 2022-2023
 Proposition C Compensation Matrix for staff who continue to attain higher permit levels or

complete a degree that warrants an increase in compensation. As applicable, these increases will be effective on the date of any one of these changes.

B. Longevity Bonus

Bargaining unit employees with continuous service and contributions received an additional longevity retention bonus December 2022 in addition to any annual increases as negotiated between the parties, and based on the length of service as follows:

Number of years of continuous service Yearly Stipend

5 years of service - \$100

10 years of service - \$200

15 years of service - \$300

20 years of service - \$400

30 years of service - \$500

The anniversary date for determining the amount of longevity was determined on December 1st of every year. The yearly stipend was paid December of 2022.

c. 2023 -2024 Wage increase Plan for the FDC bargaining unit employees.

Effective July 1st, 2023 all bargaining unit employees will receive a wage increase for the July 1st, 2023-June 30th, 2024 school year. This wage increase pertains to the FDC bargaining unit employees who meet the eligibility requirements set forth in A, 1 thru 4 in this section and those who do not meet the requirements.

- 1. Bargaining unit employees will receive an across-the-board COLA wage increase of 5% retroactive to July 1, 2023. The retroactive portion of this increase will be processed via a separate direct deposit check upon contract ratification.
- 2. Salary adjustment will continue to be processed as per the new DEC & Felton's FY2023-2024 Early Learning Scholarship Salary Matrix for staff who continue to attain higher permit levels or complete a degree that warrants an increase in compensation. As applicable, these increases will be effective on the date of any one of these changes.
- **D.** Salary Adjustments

One time (FY 23-24) Felton Salary Adjustment

A one-time salary adjustment for the 2023-2024 school year of 3% percent retroactive to July 1st, 2023.

E. Retirement Matching Program

As of January 1st, 2024, Felton shall establish an employee matching program with a 25% match on the first 4% deferral of the employee's contribution.

F. Longevity Stipend

Bargaining unit employees with continuous service and contributions shall receive an additional longevity retention bonus December 2023 in the form of a gift car in addition to any annual increases as negotiated between the parties, and based on the length of service as follows:

Number of years of continuous service gift card 0-5 years of service - \$200 6-10 years of service - \$300 11-15 years of service - \$400 16-20 years of service - \$500 21+ years of service - \$600

The anniversary date for determining the amount of longevity shall be determined on December 1st of every year, to be paid within the month as a separate check.

G. 2024 -2025 To be determined by wage reopener.

All items in this section shall be considered wages and therefore negotiable items for the wage re-opener at the end of each contract year (no later than August 31st).

Wage Reopener

Upon written notice by the Union or the Employer,-the Parties agree to reopen the Agreement for negotiations solely on the issue of Wages (Section 28). Such reopener shall occur no later than August 31st. If the parties do not reach agreement in the reopener within 60-days of commencing reopener negotiations, the terms and conditions in Section 34 related to strike and lock out shall be nullified.

Section 29: Beneficial Practices

- 1. Exclusivity: The employer and the Union agree that any practice, policy or working condition in existence prior to the negotiation of this Agreement, that is beneficial to employees but not addressed in this Agreement, shall continue in force; unless or until the parties mutually agree otherwise. No employee shall suffer a loss in benefits as a result of the negotiation of this contract. This Agreement supersedes any prior agreement, whether oral, written or implied, concerning wages, hours or working conditions of employees covered by this Agreement.
- 2. Amendment: Subject to the provisions of this Section, the parties may, by mutual agreement, agree to amend or add to any provision of this Agreement. However, any such amendment or modification must be in writing, executed by the duly authorized representative(s) of each party, and any oral modification shall be null force or effect.

Section 30: Personnel Policies

The Employer agrees to notify the Union in writing at least 30 days prior to the effective date of any changes in the personnel policies. If requested, the Employer agrees to meet and confer FDC Contract July 1, 2022 – June 30, 2025

prior to any changes being implemented. No changes in personnel policies shall be requested that violate the Beneficial Practices section of this agreement.

Section 31: Separability

In the event that any of the provisions of this agreement shall be held to be in violation of any Local, State or Federal law or regulation or Local, Federal or State court of last resort decisions, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall meet and negotiate replacement language for any provision, which may be found to be in conflict with applicable law.

Section 32: Labor-Management Committee

The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management Committee shall be established and shall be composed of three (3) management representatives of the Employer and four (4) employee representatives of the Bargaining Unit- all employees of the Employer. They shall meet monthly for one (1) hour (unless otherwise mutually agreed upon) on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including, but not limited to, health and safety, policies, and procedures. The activities of the Committee are advisory and not subject to the Agreement's grievance procedure.

The Employer and the Union agree to convene meetings of the Labor- Management Committee beginning no later than January 31, 2023 to discuss and consider the possibility of health insurance coverage for member dependents, spouses, and domestic partners.

Section 33: Written Communications

All written communications concerning the application and interpretation of this Agreement shall be sent to the Union addressed to the Union Field Representative, SEIU Local 1021, 447 29th Street, Oakland, CA 94609-3510, with copies to the designated chair of the Union Steward Council, and to FSA addressed to the Executive Director and Chief People Officer at Felton Institute, 1005 Atlantic Avenue Alameda CA 94501 via certified USPS mail without otherwise changing the contract.

Section 34: Term of Agreement

A. The Employer and the Union agree that as long as this Agreement is in full force and effect, there shall be no lockout by the Employer and no strike by the Union. The parties recognize that the grievance procedure in this Agreement is the appropriate means for resolving disputes involving contractual interpretation.

B. The Agreement shall be effective July 1, 2022 and shall remain in full force and effect until and through June 30, 2025 and shall extend year to year unless notice to amend or modify is served by either party upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement via certified USPS mail to the Chief Operations Officer (COO), Chief Financial and Operations Officer (CFOO), and Chief People Officer of the Felton Institute/FSA and to the designated Field Representative and San Francisco Field Director of SEIU 1021.

Signatures:

FOR THE UNION

FIELD SUPERVISOR

Oumar Fall

XiuMin li

OUMAR FALL, FIELD DIRECTOR

David Canham

PAVID CANHAM, EXECUTIVE DIRECTOR

BB5DD7D9FEA4482 Baraina Gambo, Lead Teacher, FDC

Reyner terren

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DocuSigned by:

Daniela Gonzalez

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Daniela Gonzalez, Business Representative, SEIU

FOR FELTON INSTITUTE

Liz Dalmacio-Julien, Chief People Officer

Marvin Davis, Chief Financial & Operations Officer

Gohana Quiroz

Of. Yohana Quiroz, Chief Operations Officer

Al Gilbert

APPENDIX A – BENEFITS GUIDE 2019-2020



2020 - 2021 EMPLOYEE BENEFITS GUIDE



Supporting employees with a commitment to excellence and care



Welcome to the Employee Benefits Program for Felton Institute. Felton Institute is dedicated toward improving the quality of life for our employees. Part of our basic mission is to provide an exemplary program of comprehensive services to children and their families.

All of our employees have been carefully selected and not only have the skills needed to do the job but are passionate about our mission. Because we consider our employees our most valuable resource, Felton Institute strives to keep our benefits and compensation plans comprehensive.

Felton Institute encourages everyone to proactively participate. We welcome feedback and suggestions at all levels of the organization. There is always room for improvement and we are committed to quality. With everyone's help we can continue to operate at the highest possible level.

We are delighted that you have joined us and we hope that you will have a successful and rewarding career with Felton Institute.

iz Dalmacio, SPHR

Sincerely

Vice President of Human Resources



INTRODUCTION & EMPLOYEE RESOURCES

Flexible Solutions For Your Benefits Needs

We consider our employee benefits program to be one of our most important investments. Because we recognize the value our employees bring to our organization, we are committed to providing you with a complete benefits program as part of your total compensation.

This guide has been prepared to assist you in making informed decisions regarding your employee benefits. We urge you to read this guide carefully and keep it as a reference. If you are well-informed, you will be able to make better benefit choices that best meet your needs.

Gallagher Employee Support Center (ESC)

Gallagher Employee Support Center provides a dedicated team of specialized representatives ready to assist employees and dependents. Your Employee Support Center (ESC) is available to you via a toll free hotline Monday through Friday, 8a.m. to 4p.m. (PST) or via email inquiry.

The ESC team can support you as you utilize your employee benefits by providing education and issue advocacy when necessary. The licensed representatives will work with both providers and the insurance companies on your behalf while protecting the privacy of your healthcare information.

If you or your dependents have any questions or need assistance with selecting the right plan for you or your family, or need assistance with services listed on this page, please contact the Employee Support Center directly.



ELIGIBILITY & ENROLLMENT

New Hires/Newly Eligible for Benefits

All full-time employees who work on average at least 20 hours per week throughout the year are eligible for benefits. Your benefits are effective 1st of the month following 30 days of employment. Once you have completed your new hire waiting period, you have 30 days to enroll for benefits. If you do not enroll within that time period, you will not be eligible for benefits until the next Open Enrollment, unless you have a Qualifying Family Status Change.

Eligible Dependents

Your eligible dependents include your legally married spouse, registered domestic partner, and children. Due to Health Care Reform, your medical plan covers dependents to age 26. However, for other plans, age limits may apply.

Coverage may be available for a mentally or physically disabled child who is age 19 or older. Requirements for such coverage and documentation of disability depend on the insurance carrier. Please contact your Benefits Administrator if you believe this applies to your family.

Open Enrollment

During Open Enrollment, you will have the opportunity to make changes to your benefit elections. You must enroll by the Open Enrollment deadline for your benefits to be effective July 1st. Except for a Qualifying Status Change, you will not be able to change your elections until the next year's Open Enrollment.

Qualifying Status Change

If you have a qualifying family status change, you may be able to change your benefits before the next Open Enrollment. You must notify Human Resources within 30 days of the change.

Qualifying Status Includes:

- Newly hired as full-time benefits-eligible
- Change in work schedule for you or your spouse (part-time to full-time)
- Change in employment for you, your spouse or dependent (i.e. your spouse loses their job and benefits)
- Change in marital status
- Change in dependents
- Gaining other coverage through your spouse
- · Loss of other coverage for your dependent
- · Change in residence causing loss of coverage
- Medicare or Medicaid entitlement for you, your spouse or dependent
- Qualified Medical Child Support Order (QMCSO)



BENEFITS AT A GLANCE

BENEFITS

COVERAGE OPTIONS

Costs Shared By You & Felton Institute				
Medical	 Sutter Health Vista High Deductible HMO Kaiser Deductible HMO HRA Kaiser POS 			
Dental	Cigna DHMOCigna Low DPPOCigna High DPPO			
Vision	Cigna			
Benefits Provided By Felton Institute				
Basic Life and AD&D	 MetLife – \$50,000 Benefit (non-SEIU) MetLife – 1x annual salary (SEIU-only) 			
Employee Assistance Plan (EAP)	 MetLife – 24 hour toll-free telephone consultations and referral service available 7 days a week; 5 sessions per issue per person 			
Chiropractic & Acupuncture	Landmark Health Plan			
Voluntary Employee-Paid Benefits				
Worksite Benefits	 MetLife: Supplemental Life and AD&D Supplemental Dependent Life and AD&D Accident Critical Illness Hospital Indemnity 			
Legal/ID Theft	Legal Shield – Legal Shield and ID Shield			
Additional Benefits				
Entertainment & Hospitality Benefit	Tickets at Work – Access to discounted tickets and hotel rates			
Pet Insurance	United Pet Care			



MEDICAL PLAN OPTIONS

You have three medical plans to choose from. The medical plans provide comprehensive coverage but are different in how they are designed.

You decide which Sutter Health or Kaiser plan best meets your needs:

Sutter Health Vista High Deductible HMO Kaiser Deductible HMO Kaiser POS





Sutter Health HMO

If you choose the Sutter Health HMO, you must select a primary care physician who will manage your care and refer you to a specialist when it is needed.

Kaiser Deductible HMO

If you choose the Kaiser Deductible HMO, you must select a physician, hospital, and pharmacy which is contracted exclusively with Kaiser. Unlike a standard HMO plan which assigns you to a specific doctor and/or hospital, with Kaiser you are able to seek services with any Kaiser doctor and/or hospital at any time. Most services are covered at 100% after you pay a copayment.

Kaiser POS Plan

The Kaiser POS (Point-of-Service) plan offers the convenience and predictable out-of-pocket costs of an HMO, along with access to the extensive PPO network. You have the option to visit either your HMO Personal Physician at Kaiser or a PPO provider or non-contracted provider each time you access care. Costs depend on which type of provider you choose:

- · Costs are lower when you use your HMO Personal Physician rather than PPO or non-PPO providers.
- You pay less to see a PPO provider than to see a non-PPO provider.
- For covered services from a non-PPO provider, you pay the plan's calendar-year deductible, the applicable copayment plus any charges that exceed Kaiser's allowable amount.

OPT-OUT

Eligible full-time employees who have the minimum essential coverage, as required by law, through a spouse or parent, and who do not wish to be covered by any of the plans offered by Felton Institute, may decline coverage and receive a \$110 per pay period stipend in lieu of health benefits. This amount is considered taxable income. It is paid in installments through the employee's regular payroll checks .

Opting out of health coverage is optional and not permanent. Employees may choose to enroll in coverage through Felton Institute during the annual Open Enrollment period or due to a Qualifying Family Status Change.

Special Enrollments

You must request enrollment no more than 30 days after the date the other health plan coverage ends (or after the employer stops contributing towards the other coverage). If you do not do so, you will not be able to enroll until your employer's next open enrollment period.

Please be aware that under the provisions of the Affordable Care Act (ACA), individuals who do not have minimum essential coverage for themselves and their dependents either through a group sponsored plan, the individual market or through the exchange beginning in January 2014 may have to pay a tax penalty. For more information about the ACA please visit: <a href="https://example.com/heats-selection-new-market-new-

In order to receive the opt-out bonus of \$110 per pay period, you must complete the Waiver of Group Health Benefits Opt-Out Qualification Form attesting that you and your tax dependents are enrolled in minimum essential coverage that is not individual medical insurance.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and/or your dependent(s). However, you must request enrollment within 30 days after the marriage, birth, adoption or placement for adoption. To request special enrollment or obtain more information, please contact your HR Department for further assistance.

CONTRIBUTIONS PER PAY PERIOD





MEDICAL COVERAGE	Sutter HMO	Deductible HMO HRA	POS
	Employee Cost	Employee Cost	Employee Cost
Employee	\$0.00	\$90.00	\$477.92
Employee + Spouse	\$292.86	\$343.68	\$1,364.77
Employee + Child(ren)	\$243.96	\$290.16	\$1,216.43
Employee + Family	\$488.44	\$557.75	\$1,958.15



DENTAL COVERAGE	CIGNA HMO	CIGNA LOW OPTION PPO 1000	CIGNA HIGH OPTION PPO 1500
	Employee Cost	Employee Cost	Employee Cost
Employee	\$7.03	\$20.49	\$25.97
Employee + 1 dependent	\$13.35	\$36.48	\$45.65
Employee + 2 or more dependents	\$19.26	\$58.16	\$76.52



VISION COVERAGE	BASE PLAN
	Employee Cost
Employee	\$3.75
Employee + Spouse	\$7.49
Employee + Child(ren)	\$7.57
Employee + Family	\$12.08

CONTRIBUTIONS PER PAY PERIOD



VOLUNTARY WORKSITE COVERAGE	LOW ACCIDENT	HIGH ACCIDENT	HOSPITAL INDEMNITY
	Employee Cost	Employee Cost	Employee Cost
Employee	\$2.55	\$4.31	\$19.37
Employee + Spouse	\$5.25	\$8.98	\$36.61
Employee + Child(ren)	\$5.26	\$8.83	\$30.62
Employee + Family	\$6.58	\$11.05	\$50.68

VOLUNTARY CRITICAL ILLNESS COVERAGE Per Pay Premium Rates per \$10,000				
Age Band	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
Under 25	\$1.95	\$3.25	\$3.35	\$4.70
25-29	\$2.05	\$3.55	\$3.50	\$4.95
30-34	\$2.85	\$4.80	\$4.30	\$6.25
35-39	\$4.20	\$6.95	\$5.65	\$8.40
40-44	\$6.85	\$10.90	\$8.25	\$12.30
45-49	\$9.65	\$15.60	\$11.05	\$17.05
50-54	\$13.75	\$22.50	\$15.15	\$23.90
55-59	\$18.30	\$30.75	\$19.75	\$32.20
60-64	\$25.05	\$43.00	\$26.45	\$44.45
65-69	\$35.65	\$61.40	\$37.05	\$62.80
70+	\$51.85	\$87.05	\$53.30	\$88.45

SUTTER HEALTH

SUTTER HEALTH HIGH DEDUCTIBLE VISTA HMO PLAN BENEFITS

	TEAN DENETITS	
WHAT YOU PAY	HMO Network	
Calendar Year Deductible (Individual/Member/Family)	\$2,500/\$2,800/\$5,000	
Employer HRA Deductible Funding	\$2,500/employee \$300,000/year	
Calendar Year Out-of-Pocket Maximum (Individual/Member/Family)	\$4,000/\$4,000/\$8,000	
Preventive Services	No Charge	
Office Visits (Primary/Specialist)	\$40 ¹	
Lab & X-ray	\$15 ¹	
Complex Radiology (Includes CT, PET and MRI)	\$50 ¹	
Inpatient Hospital Services (Includes maternity)	\$500 ¹ /day (5 day maximum)	
Outpatient Surgery	\$40¹	
Urgent Care (Co-pay waived if admitted)	\$40 ¹	
Emergency Room (Co-pay waived if admitted)	\$100 ¹	
Ambulance	\$100 ¹	
PRESCRIPTION DRUGS		
Retail Prescription: After Deductible (Up to a 30-day supply) (Tier 1/Tier 2/Tier 3/Tier 4)	\$10 ¹ /\$30 ¹ /\$60 ¹ /20% up to \$100 ¹	
Mail-Order Prescription: After Deductible (Up to a 100-day supply) (Tier 1/Tier 2/Tier 3/Tier 4)	\$20 ¹ /\$60 ¹ /\$120 ¹ /Not Covered	

¹Calendar Year Deductible Applies

Sign up as a member online to print ID cards, locate providers, and view benefits and claims.

SUTTER HEALTH PLUS PROVIDER SEARCH

Use the below steps to find In-Network physicians, urgent cares, and hospitals.

SUTTER HEALTH PLUS NETWORK		
STEP 1	Go to www.sutterhealthplus.org and click on "Find a Provider"	
STEP 2	Enter your Zip Code or City	
STEP 3	If you know what kind of doctor you are interested in select an option from the "Primary Care Specialties" box	
STEP 4	Click on the "Accepting new patients" box and then click "Search Doctors" and a list of contracted providers that are accepting new patients will be generated	

Provider contracts are always changing with the carriers. Please call your provider to ensure that they are still in network before going to see them.



If you would like provider search assistance, please contact the Employee Support Center at (855) 670-2222 or by email at LosAngeles.ESC@ajg.com

KAISER HMO

KAISER HRA/HMO PLAN BENEFITS

WHAT YOU PAY	
Calendar Year Deductible (Individual/Member/Family)	\$3,000/\$3,000/\$6,000
Employer HRA Deductible Funding	\$3,000/employee \$342,000/year
Calendar Year Out-of-Pocket Maximum (Single/Family)	\$6,000/\$12,000
Preventive Services	No Charge
Office Visits (Primary/Specialist)	30%1
Lab & X-ray	30%1
Complex Radiology (includes CT, PET and MRI)	30%1
Inpatient Hospital Services (includes maternity)	30%1
Outpatient Surgery	30%1
Urgent Care (Co-pay waived if admitted)	30%1
Emergency Room (Co-pay waived if admitted)	30%1
Ambulance	30%¹
PRESCRIPTION DRUGS	
Retail Prescription – Deductible doesn't apply (up to a 30-day supply)	30% (not to exceed \$50 for generic and \$100 for brand and specialty)
Mail Order Prescription – Deductible doesn't apply (up to a 100-day supply)	30% (not to exceed \$50 for generic and \$100 for brand; specialty not covered)

¹Calendar Year Deductible Applies

Sign up as a member online to print ID cards, locate providers, and view benefits and claims.

YOUR SUTTER HEALTH PLUS PLAN

Sutter Health Plus, a not-for-profit HMO, offers competitively priced health plans that give you access to a network of high-quality health care providers, including many of Sutter Health's affiliated hospitals, doctors and health care services. Here, providers work together to offer you easily accessible and personalized care.

Affiliated Medical Groups

When you choose a PCP, you are also choosing the PCP's affiliated medical group. Your PCP refers you, as needed, for specialty care, X-ray, laboratory and other services. Many covered services, including visits to a specialist, require a referral or prior authorization from your medical group. Your PCP will refer you in-network for most services. If services aren't available, your PCP will refer you for out-of-network services and will request authorizations when necessary.

Care Centers

In your community, you may have access to conveniently located care centers that provide a wide variety of services including primary care, specialty care, lab, and X-ray—all under one roof.

Walk-In Care

Quality care where you need it, when you need it with same-day visits for simple, everyday health needs. Enjoy a relaxing environment with free Wi-Fi, comfortable seating and complimentary coffee and tea. For a list of Sutter Walk-In Care clinics near you, visit *sutterhealthplus.org/walk-in*.

Urgent Care

Convenient access to high-quality urgent care services, offering timely care for unforeseen illnesses or injuries that require prompt medical attention. For a list of urgent care centers near you, visit sutterhealthplus.org/urgent.



KAISER POS

KAISER POS PLAN BENEFITS

WHAT YOU PAY	KAISER Network	PHCS Network	Out of Network
Calendar Year Deductible (Single/Family)	None	\$500/\$1,000	\$1,000/\$2,000
Calendar Year Out-of-Pocket Maximum (Single/Family)	\$1,500/\$3,000	\$2,500/\$5,000	\$5,000/\$10,000
Preventive Services	No Charge	No Charge	40%
Office Visits (Primary/Specialist)	\$20	\$30	40% ¹
Lab & X-ray	No Charge	\$30	40% ¹
Complex Radiology (Includes CT, PET and MRI)	No Charge	\$30	40% ¹
Inpatient Hospital Services (Includes maternity)	\$250/admit	\$250 + 20% ¹	\$500 + 40% ¹
Outpatient Surgery	\$100	20% ¹	40% ¹
Urgent Care (Co-pay waived if admitted)	\$20	20%¹	40% ¹
Emergency Room (Co-pay waived if admitted)	\$100		
Ambulance		\$150	
PRESCRIPTION DRUGS			
Retail Prescription (Up to a 30-day supply) (Tier 1/Tier 2/Tier 3/Tier 4)	\$10/\$30/20% up to \$200	\$20/\$40/\$50/30% up to \$250	Not Course
Mail-Order Prescription (Up to a 100-day supply) (Tier 1/Tier 2/Tier 3/Tier 4)	\$20/\$60/Not Covered	Not Covered	Not Covered

¹Calendar Year Deductible Applies

Sign up as a member online to print ID cards, locate providers, and view benefits and claims.

KAISER TELEMEDICINE

Connect to care anytime, anywhere











How to join a video visit:

We recommend joining your appointment 5 to 10 minutes early.

Phone or tablet:

- 1. Download the Kaiser Permanente app.
- 2. Sign on to the app using your **kp.org** user ID and password.
- 3. Go to "Appointments" and tap "Join" to start your video visit.

Computers or laptops:

- 1. Click the link in your confirmation email or sign on to kp.org
- 2. Download and install the **Vidyo** web plug-in (first visit only).
- 3. Click "Join Your Video Visit" to start your visit.



24/7 care advice

We're here 24/7 to guide you. Call us at **1-866-454-8855** (TTY 711).



In-person visit

Same-day appointments are often available. Sign on to **kp.org** anytime, or call us to schedule a visit.



Email

Message your doctor's office with nonurgent questions anytime. Sign on to **kp.org** or use our mobile app.



Phone appointment

Save yourself a trip to the doctor's office for minor conditions or follow-up care.





Meet face-to-face online with a doctor on your computer, smartphone, or tablet for minor conditions or follow-up care.

Some examples of conditions:*

- Allergies
- Colds and coughs
- Some follow-up visits
- Upper respiratory infections

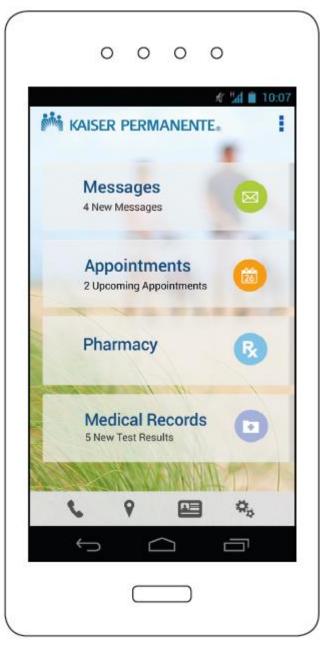
When you call us, we will:

- Make sure you're 18 and over
- Confirm you've had at least 1 face-toface visit with us
- Schedule a 1-hour window for the doctor to call you

^{*}Telephone appointments are not appropriate for emergency conditions, such as severe shortness of breath, severe abdominal pain, severe bleeding, or urgent conditions—like sprains, falls, or cuts needing stitches.

KAISER MOBILE TOOLS

GOOD HEALTH IS IN YOUR HANDS



Use the convenient features of "My Health Manager" right from your smartphone or other mobile device.

- Email your doctor's office.
- View most lab results.
- Schedule or cancel routine appointments.
- Refill most prescriptions.
- View past visits.
- Print vaccination records for school, sports, or camp.
- Manage a family member's care

Just download the Kaiser Permanente app at no cost from your preferred app site.







Are you registered? If you're already registered on kp.org, you're all set to start using your Kaiser Permanente app. If not, you'll need to go to **kp.org/registernow** to set up your account from a computer. Then use your new user ID and password to activate the app.



KAISER NATIONAL VISITING MEMBER



How do I get care in other Kaiser Permanente service areas?

Call the Away from Home Travel Line 2 at 951-268-3900 and let them know you plan to visit another Kaiser Permanente service area for care.

 You'll get a medical record number (MRN) or health record number (HRN) for the other Kaiser Permanente service area and information on making an appointment.

You'll only use this MRN or HRN in the service area you're visiting. You'll use the same MRN or HRN whenever you visit the service area. There's no need to get a new MRN or HRN if you visit the service area again.

When you get back home, you'll use your home MRN or HRN to get care

Outside Kaiser Permanente service areas

You're covered for urgent and emergency care anywhere in the world.

Routine services aren't covered, so make sure to get them before your trip if you're traveling elsewhere. Routine services include prevention, exams, checkups, and services for ongoing medical conditions

States Participating in this Program¹

- California
- Oregon
- Colorado
- Virginia
- Georgia
- Hawaii
- Washington
- Maryland
- Washington, D.C.

You can get care in these areas and find Kaiser Permanente locations at kp.org/kpfacilities. You're also covered for urgent and emergency care from any non-Kaiser Permanente provider.

¹ These states may have regions that are not covered. Therefore, applicants can still be denied coverage if the region within the guest state does not have Away From Home Care (AFHC) providers.

KAISER TOOLS

SIMPLE STEPS TO CONNECT WITH YOUR HEALTH

Register for "My Health Manager" on kp.org from your computer

With "My Health Manager" on kp.org, you can take charge of your health securely online- 24 hours a day, seven days a week.

It only takes a few minutes

Visit **kp.org/registernow** from your computer to set up your account. Just have your medical record number handy and follow the five simple steps to the right. Then you can start using the convenient tools of "My Health Manager" from any computer, smartphone, or mobile device.

Registration is safe and secure— we'll ask a few questions only you could answer, and you'll have a set time to respond. If you need help or have any questions, just give us a call at **1-800-556-7677**.

You're in charge

Once you're registered, you can start using "My Health Manager" to stay on top of the care you receive at Kaiser facilities.

- Email secure, routine messages to your doctor's office with non-urgent health questions.
- Request appointments and check past office visit information for recommended follow-up steps.
- View most lab test results as soon as they are available (many on the same day).
- Order your prescriptions and have most of them mailed to your home.
- Use all these tools on the go! Just download the free Kaiser Permanente app.



Enter your membership information

From name

Both date: (mm-dat-cxyy)
March

Solice sweeth (B)

Area

2 Accept the terms and conditions

By checking this box and clicking the "Submit" button, I indicate that I have read and agree to the summary and the <u>proce Terms and Conditions</u> for use of this website, and I have reviewed the <u>Privacy Statement</u> for this website.

3 Create your user ID

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4 Secure your account



5 Sign on

User ID		
Password		
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KAISER PHARMACY TOOLS

RETHINK REFILLS

Skip the trip, get it quick.

When you receive care at KP facilities, you can get most of your prescription refills mailed to you at no additional charge. You can place your order by going online at kp.org, calling the number on your prescription label, or using the KP app on your mobile device.

Just click and kick back.

Once you're registered to use "My Health Manager" on kp.org, it's easy to order most of your prescription refills. Just sign on kp.org or the KP mobile app and follow these simple steps.

Step 2



Choose the refills you need

Then click "Go to cart" to verify your order. Then click "Checkout."

Step 4



Choose a credit card to use

Enter your card information in the fields provided. Then click "Use this card."

Step 1



Enter your User ID and Password

Once you're signed on, click "Pharmacy center" to continue.

Step 3



Choose your preferred address

Your home address is already included. Up to four addresses can be saved.

Step 5



Review your refill order

Click "Place my order" to finalize your order and view your confirmation.



KAISER PROVIDER SEARCH

Use the below steps to find In-Network physicians, urgent cares, and hospitals.

	HMO NETWORK
STEP 1	Please visit www.kp.org
STEP 2	Click on <i>Doctors & Locations</i> .
STEP 3	Choose the Search type you are looking for
STEP 4	Choose the Region you are searching in, and enter your zip code.
STEP 5	Once you press "Search" you will get a listing of doctors. You can refine your search results after you get a listing.



If you would like provider search assistance, please contact the Employee Support Center at (855) 670-2222 or by email at LosAngeles.ESC@ajg.com

MEDICAL PREVENTIVE SERVICES

The following are examples of Preventive Services covered by your policy. For a complete list of these services, please refer to your combined Evidence of Coverage and Disclosure Form. Preventive Services are covered 100%.

CHILD PREVENTIVE CARE	MEN & WOMEN'S PREVENTIVE CARE	ADULT PREVENTIVE CARE
Screening Tests Behavioral counseling to promote a healthy diet Blood pressure Cervical dysplasia screening Cholesterol and lipid level Depression screening Type 2 diabetes screening Hearing screening Height, weight and body mass index (BMI) Hemoglobin (blood count) HPV screening Lead testing Newborn screening Screening and counseling for obesity Oral (dental health) assessment Screening and counseling for STIs Vision screening Immunizations Diphtheria, tetanus and pertussis (whooping cough) Haemophilus influenza type b Hepatitis A and Hepatitis B Human papillomavirus (HPV) Influenza Measles, mumps and rubella Meningococcal (meningitis) Pneumococcal (pneumonia) Polio Rotavirus Varicella (Chicken Pox)	Men	Screening Tests Behavioral counseling to promote a healthy diet Blood pressure Bone density test to screen for osteoporosis Cholesterol and lipid (fat) level Colorectal cancer, including fecal occult blood test, barium enema, flexible sigmoidoscopy, screening colonoscopy and related prep kit and CT colonography (as appropriate) Depression screening Hepatitis C virus (HCV) for people at high risk for infection and a one-time screening for adults born between 1945 and 1965 Type 2 diabetes screening Eye chart test Obesity STIs Tobacco use: related screening and behavioral counseling Violence, interpersonal and domestic: related screening and counseling Immunizations Diphtheria, tetanus and pertussis Hepatitis A and Hepatitis B HPV Influenza Meningitis Measles, mumps and rubella Pneumococcal Varicella (Chicken pox) Zoster (shingles)

CHIROPRACTIC & ACUPUNTURE BENEFITS



Additional coverage for your medical plans (must elect one of the health plans offered by Felton Institute).

Landmark Healthplan Chiropractic and Acupuncture Care coverage lets you self-refer to a network of more than 4,000 licensed chiropractors and acupuncturists.

How the Program Works

You can visit any participating chiropractors and/or acupuncturists from the Landmark Healthplan network without a referral from your Primary Care Physician (PCP). Simply call a participating provider to schedule an initial exam.

Landmark Healthplan does not issue ID cards. At the time of your first visit, you'll need to provide your name, date of birth, employer's name and group number (LA0018*000). Since participating chiropractors and acupuncturists bill Landmark Healthplan directly, you'll never have to file claim forms.

If you need further treatment, the participating practitioner will submit a proposed treatment plan to Landmark Healthplan and obtain the necessary authorization from Landmark Healthplan to continue treatment up to a maximum of 30 annual visits.

What's Covered

The plan covers medically necessary chiropractic & acupuncture services including:

- Examinations
- Manipulation/Conjunctive Physiotherapy
- Acupuncture/Electro-acupuncture
- Moxibustion/Cupping/Acupressure

BENEFIT PLAN DESIGN		
Maximum Annual Visits	30 Visits	
Annual Deductible	No Deductible	
Durable Medical Equipment Purchase or Rental ¹	\$50 annual maximum benefit	
Chiropractic X-Ray Benefit ¹	\$75 annual maximum benefit	
Covered Services	Member Co-pay	
Chiropractic & Acupuncture Services	No Co-pay	
Acupuncture Herbal Therapies ³	\$5 per bottle (\$500 annual maximum benefit)	
Out of Network Coverage	None	

¹ Must be prescribed by a Participating Chiropractor.

When you need chiropractic and acupuncture care, you can visit any participating chiropractor and acupuncturist in California from Landmark Healthplan's network without referral from your HMO Primary Care Physician.

To locate participating practitioners in your area, you can access a continuously updated directory on Landmark's website at www.LHP-CA.com under the "Member" option. You can also contact Landmark's Customer Service Department at 1-800-298-4875, Monday through Friday, 5:30am to 5:00pm (PST), and a representative will assist you with your search.

² Acupuncture Herbal Therapies must be prescribed by a Participating Acupuncturist.

ACCESSING YOUR HRA ACCOUNT (CONT.)

HEALTH REIMBURSEMENT ARRANGEMENT (HRA) HIGHLIGHTS

(The most important information about Health Reimbursement Arrangements is listed below)

Accessing Care – you will receive medical membership ID card(s) from the health carrier (Kaiser or Sutter). This card should be presented to any service provider including pharmacy for eligibility verification.

Account Contributions (\$5,000) — only your employer contributes to your HRA account. This can be used only for approved in-network medical expenses.

Healthcare Payment Card — you will receive a payment card to access account funds to pay for your copays. Your card is mailed to your home address approximately two weeks after you complete your enrollment. If you have elected coverage for your spouse/registered domestic partner, you will receive an additional Visa debit card.

- Card is valid for three years.
- Card can be used to pay for eligible expenses at healthcare providers.
- You will be required to submit documentation for your card purchases – Always Save Your Receipts!
- If your card is used for an ineligible expense, you may be required to refund your account. If you do not refund the account in a timely manner, your card may be suspended.

Eligible Expenses — medical expenses including doctor office visits, urgent care visits, outpatient laboratory fees, hospital charges, prescriptions, etc.

Ineligible Expenses — over-the-counter treatments, dental and vision care, cosmetic treatments and any other non-medical items or services including teeth whitening, vitamins, exercise equipment and gym memberships. **Services accessed with non-contracted providers are not eligible!**

Submitting Receipts — you will receive notification that additional information or copy of a receipt is needed for a specific service. If you don't submit your receipts in a timely manner, your card will be suspended.

Reimbursement Requests — when you do not use your healthcare payment card, you can pay out of pocket and request reimbursement through your online account. Your reimbursement can be paid to you as a check or direct deposit. To enroll in direct deposit, please complete the direct deposit authorization form.

Mobile App — download the free mobile app on your smart phone to view your account information and file a claim at any time.

CUSTOMER SERVICE

Customer service representatives are available to assist you during normal business hours at the toll-free number located on the back of your healthcare payment card.



HRA KEY FACTS



Why do I need the take care® Card?

Participants who use the take care Card won't have to pay for qualified expenses out of their personal funds and then wait for a reimbursement. The Card can only be used by the participant (or their dependent(s) including spouse/registered domestic partner) at IRS-qualified providers to pay for qualified expenses from their HRA account.

Where is the take care® Card accepted?

The take care Card can be used only at qualified locations. The Card may not be used at all merchants that accept Visa. For example, it works at providers like pharmacies, doctor's offices, hospitals, IIAS retailers, etc. These IRS-imposed limitations help to insure that the Card is used only when paying for qualified expenses. When the Card is swiped at a qualified location and there is a sufficient balance available in the participant's take care account, the Card swipe is approved. An informative insert with "Important Tips for Using the Card" is mailed along with the participant's take care Card.

How do we verify that the take care® Card is used ONLY for qualified expenses?

The IRS requires that The Advantage Group, as your plan service provider, verify all Card swipes. The Advantage Group will send you a letter in the mail requesting verification of your purchases on the HRA Card. You must provide a copy of your health plan's Explanation of Benefits (EOB) for the specific services requested. If you do not submit this requested documentation, your claims will be denied.

What happens if the take care® Card is used to pay for services that are NOT IRS qualified?

If it is determined that a portion of a Card transaction is not qualified, or the participant does not respond, they will be asked to repay the amount. The amount they owe may be repaid by logging into the website. It may also be repaid by deducting it from the participant's future claim. If the participant does not respond by the deadline, their Card may be suspended until the amount they owe is repaid.

Can participants file claims when the take care® Card is not used?

Yes, participants may also pay expenses from their personal funds and then file a claim for reimbursement. This will be necessary if a merchant does not accept Visa cards, or the participant did not elect the option to use the take care Card.

What if the take care® Card is lost, stolen or was not received by a participant?

To report a lost or stolen Card, or if a participant did not receive their Card in the mail at their home address on record, call 877-506-1660, Monday through Friday, 8:00am to 5:00pm (PST).

HRA ONLINE ACCOUNT SETUP

All active participants have access to the online account features at www.myflexonline.com.

Your online account provides fast and easy access to all of your accounts activities. Users can view up-to-date account balance information, pending claims status, claims history, and submit for claims reimbursement from your personal account page.

Step 1

Logon to www.myflexonline.com and select "New User Registration"

Registered Participants User Name Password Log In Plassword Reset and User Name Retrieval

Step 2

You will be prompted to enter your name, home zip code and the last four digits of your SSN. Select Next and create your username and password.



Step 3

Your login is now established and you will be directed to your personal account page where you can view up to date account information and access a variety of additional account features.



Step 4

Mobile Access: with MyFlexMobile, you can access your account anytime or anywhere to check your balance, see your spending and submit claims by taking a picture of your receipt and hit submit! Once you create the login to your online account (Steps 1-3), download the free mobile app from AppStore or Google Play to manage your account from your phone.





HRA ONLINE CLAIMS & PAYMENTS

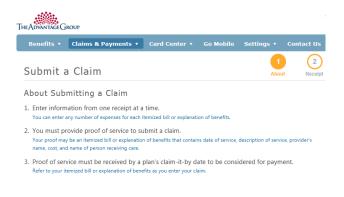
HOW TO SUBMIT CLAIMS, EOB'S, OR REQUEST REIMBURSEMENTS ONLINE

When you do not use your healthcare payment card, you can pay out of pocket and request reimbursement through your online account.

Your reimbursement can be paid to you as a check or direct deposit.

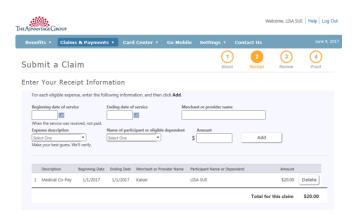
Step 1

Logon to www.myflexonline.com and select "Claims & Payments" from the drop down menu and click on "Submit a Claim". Review the 3 steps and click "Next"



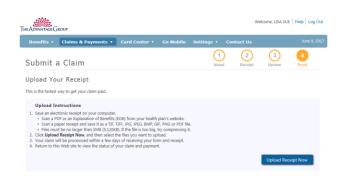
Step 2

Enter your receipt information (beginning date of service, ending date of service, merchant or provider name, expense description, name of participant or eligible dependent, amount) and then click "Add". Please note: you can enter one expense at a time and you will be able to track each expense separately. After all expenses are entered, click "Next"



Step 3

Follow the **Upload Instructions** to upload your receipt(s) and click "**Next**"



Step 4

Once Receipt is uploaded correctly, it will be referenced below "Uploaded Receipt Files for This Claim". Please click on "Submit Receipt for this Claim" to complete the process.





HRA MOBILE TOOLS

The healthcare app that's made for mobile but designed for you

Want to check your HRA balances and submit receipts anywhere, anytime? Whether on your couch or at the store, the MyFlex App for iPhone or Android smartphones makes it easy to manage your benefit accounts on the go.

The MyFlex App enable you to easily and securely access your accounts. You can view accounts balances and detail, submit account claims, ands capture and upload pictures of your receipts anytime, anywhere on any iPhone, Android or tablet device.

But wait, there's more to it...

The newest mobile app provides time-saving options for you to:

- Check current account balances
- View HRA transaction details
- File new claims with receipt images
- Submit claim and upload receipts using the mobile device's camera
- Manage expense receipts

The app provides you with seamless account access since it is an extension of the consumer portal – and doesn't require you to setup any additional credentials.

Get started with MyFlex Mobile App in minutes

Simply download the MyFlex App for your Android or iPhone (also compatible with iPad and iPod touch) and log in using the same password you use to access the consumer portal.









TAG Participant Support
Phone: (877) 506-1660
Email: support@enrollwithtag.com



DENTAL & VISION PLANS

Cigna HMO Dental

Dental HMOs are designed to help you and your family maintain oral health and reduce your out-of-pocket costs, and they're simple to use. Just select a participating (network) dentist at enrollment and refer to your Schedule of Benefits to determine your benefits for each covered service.

This type of insurance requires some type of prepayment from you. In exchange, you get dental care from a network of dental care providers. If you want to use a dentist outside the approved network, you must pay your entire dentist's bill yourself.

Cigna PPO Dental

You may see any dentist, but you will have a higher benefit level and lower out-of-pocket costs if you visit a Cigna PPO network dentist. Savings are greater when you visit an In Network provider because Cigna's contracted dentists have agreed to provide care at a negotiated rate.

Out of Network benefit amounts are subject to the Cigna contracted fee schedule. You will be responsible for the difference between the plan payment and the dentist's usual charge.

Cigna Vision Plan

A vision plan is one of the most requested benefit options. We are pleased to provide an affordable vision plan. The plan utilizes the Cigna Vision Network.

Cigna has one of the largest networks of private practicing optometrists, ophthalmologists, and opticians. In addition to the vision plan benefits provided through your benefits program, Cigna offers a number of non-covered services at a discount



CIGNA DENTAL HMO

DENTAL HMO PLAN BENEFITS*	WHAT YOU PAY
Plan Maximums	
Calendar Year Deductible	None
Calendar Year Maximum Benefit	None
Preventive Procedures	
Office Visit	\$0
D1110/D1120 Cleaning Adult/Child	\$0
D0210 - D0330 X-rays & Imaging	\$0
Restorative Procedures	
D2391 White Filling (posterior)	\$45
D3330 Molar Endodontics (root canal)	\$195
D4261 Periodontal Osseous Surgery (gum disease)	\$195
D4342 Periodontal Scaling & Root Planning (gum disease) - one to three teeth per quadrant	\$25
Major Procedures	
D5110 – D5120 Complete Denture (maxillary or mandibular)	\$135
D5211 - D5212 Partial Denture (maxillary or mandibular)	\$135
D6240 Pontic (porcelain fused to high noble metal)	\$130
D6750 Crown (porcelain fused to high noble metal)	\$130
D7220 Surgery to remove impacted tooth (soft tissue)	\$40
Orthodontia	
Comprehensive Orthodontic Treatment (child)	\$1,614
Comprehensive Orthodontic Treatment (adult)	\$2,118

^{*} Please view the carrier's schedule of benefits for a complete list of covered procedures and costs.

Sign up as a member online to print ID cards, locate providers, and view benefits and claims.

KEY FACTS ABOUT DENTAL HMO



How the plan works

- You **must** choose a DHMO network general dentist. You won't be covered if you go to a dentist who's not in the DHMO network. If you do not select a DHMO dentist when you first enroll, Cigna will choose a dentist for you.
- Each family member can choose their own dentist.
- After you enroll, you will receive an ID card in the mail from Cigna. This ID card will have the name of the DHMO dentist you are assigned to on the plan.
- You must seek all dental services with the dentist you are assigned to. You may change the dentist you are assigned to for any reason. The change will become effective the first of the following month. To make the change, visit myCigna.com or call1.800.Cigna24 (1.800.244.6224) to speak with a representative or use the automated Quick Transfer option.
- Referrals are required for specialty care services.
- You can request a second opinion from a different network general dentist by calling customer service; they will help you make the necessary arrangements.

More about your DHMO coverage

- No deductibles You don't have to reach an out-of-pocket cost before your insurance starts.
- No dollar maximums Your coverage isn't limited by a dollar amount. No matter the amount of your covered expenses.
- No claim forms to file And no waiting periods for coverage.
- No age limit on sealants Helps prevent tooth decay.
- Cancer detection Your plan covers procedures such as biopsy and light detection to help find oral cancer in its early stages.
- 24/7 access to dental information line Trained professionals can help answer your questions about dental treatment and clinical symptoms.

Finding a DHMO network dentist is easy!

Visit www.myCigna.com to find a network general dentist.

Call (800) Cigna24 (800.244.6224) to speak with a customer service representative. You can ask for a customized dental directory to be sent to you via email.

CIGNA PPO LOW OPTION

DENTAL PPO - LOW PLAN BENEFITS

WHAT YOU PAY

	Advantage Network	In Network*	Out of Network*	
Plan Maximums	Plan Maximums			
Calendar Year Deductible (Single/Family)	\$25/\$75			
Calendar Year Maximum Benefit	\$1,000 + Progressive Max**			
Orthodontia Lifetime Maximum	Not Covered			
Preventive Procedures				
Oral Examinations, X-rays (Bitewing or Full Mouth), Cleanings	0%	0%	0%	
Basic Procedures	Basic Procedures			
Fillings, Endodontics (Root Canal Therapy), Periodontics, Sealants, Simple Oral Surgery, Simple Extractions	$10\%^1$	15% ¹	15% ¹	
Major Procedures				
Crowns, Inlays, Onlays, Cast Restorations, Bridges, Dentures	40% ¹	50% ¹	50% ¹	
Orthodontic Procedures				
Orthodontia (Child & Adult)	Not Covered			

¹Calendar Year Deductible Applies

Sign up as a member online to print ID cards, locate providers, and view benefits and claims.

^{*}Reimbursement is based on PPO contracted fees for PPO dentists, and Out-of-Network reimbursement is based on provider charges at the 50^{th} percentile.

^{**} Each family member needs to complete preventive services to receive the increased maximum the following year. The Progressive Max is \$150 per year with a 3 year maximum.

CIGNA PPO HIGH OPTION

DENTAL PPO -HIGH PLAN BENEFITS

WHAT YOU PAY

	In Network*	Out of Network*		
Plan Maximums	Plan Maximums			
Calendar Year Deductible (Single/Family)	\$25/\$75			
Calendar Year Maximum Benefit	\$1,500 + Prog	ressive Max**		
Orthodontia Lifetime Maximum	\$1,500			
Preventive Procedures				
Oral Examinations, X-rays (Bitewing or Full Mouth), Cleanings	0%	0%		
Basic Procedures	Basic Procedures			
Fillings, Endodontics (Root Canal Therapy), Periodontics, Sealants, Simple Oral Surgery, Simple Extractions	$10\%^1$	10% ¹		
Major Procedures				
Crowns, Inlays, Onlays, Cast Restorations, Bridges, Dentures	40% ¹	40% ¹		
Orthodontic Procedures				
Orthodontia (Child & Adult)	50%			

¹Calendar Year Deductible Applies

Sign up as a member online to print ID cards, locate providers, and view benefits and claims.

^{*}Reimbursement is based on PPO contracted fees for PPO dentists, and Out-of-Network reimbursement is based on provider charges at the 90^{th} percentile.

^{**} Each family member needs to complete preventive services to receive the increased maximum the following year. The Progressive Max is \$150 per year with a 3 year maximum.

HMO OR PPO DENTAL?

Choosing the right dental plan can be challenging. Everyone's needs are different, and each dental plan works differently. Use this tool to help compare HMO and PPO dental plans. For additional support, contact our Employee Support Center at (855) 670-2222 or by email at LosAngeles.ESC@ajg.com.

	DHMO	DPPO
Premium	Lower	Higher
Can I see any Dentist?	No, you must only see DHMO dentists.	Yes, you can see any dentist in or out of network.
Can I see any specialist?	No, you must receive a referral from you Dentist.	Yes, you can see any specialist in or out of network and self-refer.
Annual Maximum	No maximum, as long as you can pay the copays the plan will continue to cover you.	The PPO insurance will cover up to \$1,500. Once this maximum has been met, your plan will turn off for the rest of the calendar year.



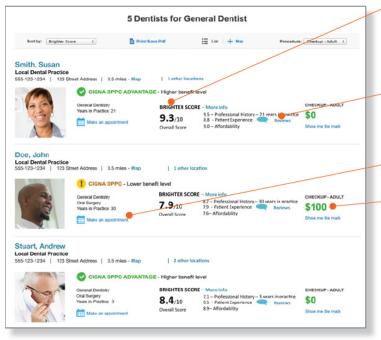
Always contact Cigna ahead of time to confirm if a procedure is covered on your plan and what your out of pocket cost will be before having the service done!

CIGNA DENTAL HMO & PPO TOOLS

Convenience at your fingertips

Cigna has launched new online tools to assist you with dental care decisions. The new technology offers the same transparencies and tools that customers expect in every part of their lives: convenient online scheduling, insightful customer reviews to guide smart decisions, transparent pricing to avoid surprise charges, etc.

This innovative technology is available on Cigna.com, myCigna.com, and the mobile app.

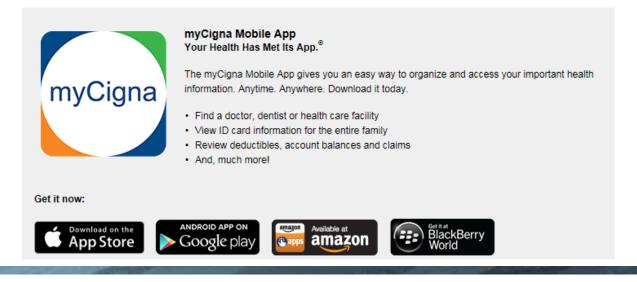


- Brighter Score[™] ranking. Use this scoring method to compare dentists. The score is derived from factors such as affordability, patient experience and professional history. This is a third-party tool, developed by Brighter.com.
- Dental office reviews and comparisons. Find detailed information to compare dental offices.
 View dentist profiles with pictures and video content. Read verified patient reviews.
- Online appointment scheduling. Book an appointment online with participating dentists.*
- Enhanced search and transparent pricing.
 Search for a dentist by a procedure or group of procedures. Information is personalized for your specific plan. Shows "all-in" price including coinsurance / copays and deductibles.
- Easy access. These features are available anytime, anywhere. 24/7 access on the go – on mobile phones or tablets.

For illustrative purposes only



The all-new myCigna Mobile App gives you a simple way to personalize, organize, and access important dental information—on the go.

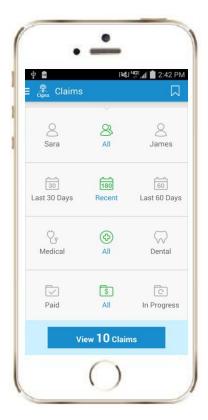


MYCIGNA

Make myCigna your personal health place!

Enjoy a simple way to personalize, organize and access your important plan information.





Register on myCigna.

Once you do, you can log in anytime, anywhere to:

- Manage and track claims
- View ID card information
- Find doctors and compare cost and quality ratings
- Review your coverage
- Track your account balances and deductibles
- Refill your prescription drugs online and check order status with Cigna Home Delivery PharmacySM





New 1-touch log-in to myCigna

Now with fingerprint access, the myCigna app makes it easier than ever to stay in-network—and save. Download the app today.





CIGNA DENTAL PROVIDER SEARCH

Use the below steps to find In-Network dentists, specialists and orthodontists

	DENTAL HMO NETWORK	DENTAL PPO NETWORK
STEP 1	From the <u>www.cigna.com</u> home page, click on "Find a Doctor, Dentist or Facility" at the top right of the screen.	From the www.cigna.com home page, click on "Find a Doctor, Dentist or Facility" at the top right of the screen.
STEP 2	Under "Choose a plan type to search," select "Plans through your employer or school"	Under "Choose a plan type to search," select "Plans through your employer or school"
STEP 3	On the next screen enter your Zip code or City in the box under "Search Location". Select the type of provider, provider name, or location type you are looking for.	On the next screen enter your Zip code or City in the box under "Search Location". Select the type of provider, provider name, or location type you are looking for.
STEP 4	Under "Select a Plan," select the "Cigna Dental Care Access (formerly Cigna Dental Care HMO)" link.	Under "Select a Plan," select the "Total Cigna DPPO (Cigna DPPO Advantage and Cigna DPPO)" link. To located just Advantage Dentists, select the "Cigna DPPO Advantage" link.
STEP 5	A list of contracted providers will be generated.	A list of contracted providers will be generated.



If you would like provider search assistance, please contact the Employee Support Center at (855) 670-2222 or by email at LosAngeles.ESC@ajg.com

CIGNA VISION PLAN

VISION PLAN BENEFITS

WHAT YOU PAY

	In Network	Out of Network	
Exams			
Vision Exam (every 12 months)	\$10	Reimbursement up to: \$45	
Lenses			
Single Bifocal Trifocal (every 12 months)	\$10	Reimbursement up to: \$40 \$65 \$75	
Frames			
Frames (every 12 months)	\$150 allowance, then 20% off balance	Reimbursement up to: \$83	
Contacts (In Lieu of Glasses)			
Medically Necessary (every 12 months)	Covered in full	Reimbursement up to: \$210	
Elective (every 12 months)	\$150 allowance	Reimbursement up to: \$120	

Sign up as a member online to print ID cards, locate providers, and view benefits and claims.

CIGNA VISION PROVIDER SEARCH

Use the below steps to find In-Network optometrists and retailers.

CIGNA VISION NETWORK		
TO BEGIN	Visit <u>www.cigna.com</u>	
STEP 1	Click on Find a Doctor, Dentist or Facility.	
STEP 2	Under "Additional Directories" select Cigna Vision Directory.	
STEP 3	Enter your <i>City, State and Zip Code</i> . You may also pre-fill the additional options to narrow your search.	
STEP 4	Once you press "Search" you will get a listing of providers. You can refine your search results after you get a listing.	





FLEXIBLE SPENDING ACCOUNTS

What is an FSA?

An FSA is an account that allows you to set aside money, before taxes, to use on eligible health care and dependent care expenses. You elect how much you want to contribute, and your employer deducts the amount from your paychecks for the plan year. Since you use pretax dollars you lower your taxable income, and you use tax-free money for expenses.

Health Care Reimbursement FSA

The annual maximum contribution to the Health Care Reimbursement FSA is \$2,750.

The Health Care Reimbursement FSA allows you to pay for certain health care services and items for you, spouse and dependents. These are items such as:

Prescriptions, Co-pays, Dental care, Vision care, & Certain over-the-counter items, and medications

Dependent Care Reimbursement FSA

The annual maximum contribution to the Dependent Care Reimbursement FSA is \$5,000.

The Dependent Care Reimbursement FSA allows you to use pre-tax dollars toward qualified dependent care. Care must be for a tax-dependent child under age 13 who lives with you, or a tax-dependent, spouse or child who lives with you and is incapable of caring for themselves. Also, the care must be needed so that you and your spouse (if applicable) can go to work. Care must be given during normal working hours and cannot be provided by another of your dependents. Typical expenses include:

· Before- and after-school care, Daycare, preschool, nursery school, and Adult day care

"Use-It-or-Lose-It" Rule

The Health Care and Dependent Care Reimbursement FSAs run on a calendar basis. The current plan year is from July 1, 2020 through June 30, 2021; claims can only be for services/expenses incurred in 2020-2021 plan year. Any funds left unclaimed will be forfeited. Felton Institute has elected to offer a \$550 rollover option for Health Care Reimbursement, which will allow you to roll over up to \$550 of unused contributions into the next plan year.

Run-Out Period

Due to COVID-19, Felton Institute will provide additional time for employees to submit claims for reimbursement under the plan's generally applicable claims procedures; essentially extending the run-out period for the FSA until the end of the outbreak.

Commuter Benefits

Felton Institute provides a benefit to allow employees to set aside pre-tax compensation for transportation that includes fees paid at or near your workplace. Transit maximum contributions are set by the IRS and are generally adjusted annually for inflation. In 2020, IRS has set the maximum transit monthly contributions at \$270 per month.



Have leftover funds at the end of the year?
Visit www.fsastore.com to purchase FSA-eligible items before the end of the plan year, and also review the updated FSA Eligibility list.



Why should I enroll in an FSA?

Calculate your potential savings:

https://fsastore.com/services/FSAcalculator.aspx

FSA WORKSHEET

When determining how much you would like to contribute to your Flexible Spending Account, you should keep in mind the following:

- In most cases, an employee may not make a mid-year change in the amount he or she has elected to contribute to a Flexible Spending Account.
- Money remaining in a Flexible Spending Account at the end of the plan year must be forfeited.
- Over-the-counter medicines and drugs (other than insulin) are only reimbursable if accompanied by a prescription.

This worksheet can be used to estimate how much you should elect to contribute to your Flexible Spending Accounts.

Health Flexible Spending Account	
Expenses not covered by insurance may include:	
Deductibles, coinsurance or copayments	\$
Dental care (exams, fillings, crowns)	\$
Hearing care (exams, hearing aids and batteries)	\$
Infertility treatment	\$
Insulin and diabetic supplies	\$
Prescription drugs (e. g. generic, brand, formulary, injectables)	\$
Transportation expenses (to receive medical care)	\$
Vision care (exams, contacts, eyeglasses, laser surgery)	\$
Weight loss program (done at doctor's direction to treat an existing disease)	\$
Total:	\$
Dependent Care Flexible Spending Account	\$
Annual maximum allowable expense of \$5,000	
Total pre-tax contributions to Flexible Spending Accounts:	\$



HOWA COMMUTER BENEFITS PROGRAM WORKS Participant's use money in their TAG Commuter Benefits Account for all eligible work-related transit and parking expenses. Each paycheck, participant's elect to set aside a portion of pay, before taxes, to use for eligible transit and/or parking expenses.

Since the money used to fund the program isn't taxed, you save between 25% and 40% on every purchase. If, for example, you spend \$200 a month on your commute, you can save nearly \$1,000 per year with the program.

The maximum allowable contribution is \$270 per month.

EXPENSESA COMMUTER PROGRAM CANHELP PAY FOR The great thing about a commuter program is that it covers just about every possible way you can travel to and from work. The simple rule is that if you take a form of public transit to work, park and ride, or park near work, you can save.

- Bus, light rail, regional rail, trolley, subway or ferry
- Vanpool, RideShare (uberPOOL / LyftLine)
- Parking at or near work
- Parking at or near public transportation for your commute

USING A COMMUTER PROGRAM IS EASY When signing up for the program, you determine the amount of parking and/or transit expenses you would like deducted each pay period. As the amount is deducted from each paycheck, the money is put into your account and is available to use for eligible expenses. Accessing account funds is easy:



REIMBURSEMENT REQUEST. File a claim online, by fax or mail for reimbursement.



MOBILE APP. Use your smart phone to view your account information.



COMMUTER BENEFITS PROGRAM FAQ

What are Transit and Parking Accounts?

The Transportation Equity Act for the 21st Century allows you to save taxes on your transit and parking expenses related to your daily commute to work. There is one account for each type of expense: a Transit Account and a Parking Account.

How do I Save Money?

Because your account deductions are pretax, you can save on the out-of-pocket commuting and parking expenses that you incur. Your money goes further because you never have to pay tax on the money set aside for these accounts.

What are the Maximum Contributions?

The IRS limits the amount of funds that you can contribute and be reimbursed with these accounts. Currently the 2020 limits are:

- Transit Account is \$270 per month
- Parking Account is \$270 permonth

If you don't spend all the money you set aside, you may carry it forward to a future month for qualified expenses. Amounts remaining in accounts upon your termination are forfeited.

When do I get reimbursed?

The Advantage Group (TAG), our plan administrator, pays all claims according to a schedule established the company. TAG processes all claims within one business day of receipt. Unless your claim is denied, you can expect to receive reimbursement on our next scheduled payout date.

In Transit and Parking Accounts, since claims are reimbursed based on what has been deducted from your paycheck and services fully rendered, there may be a delay in getting claims reimbursed. You can minimize this by submitting claims in a timely manner.

How does money get into my account? You

choose the *monthly* amount you want to contribute to each account. Each pay period, your contributions to the account are deducted from your paycheck and applied to your account. You may change your election for future pay periods by contacting TAG.

What commuting expenses are eligible?

Transit expenses include mass transit costs, such as trains, subways and buses. Parking expenses include costs for parking at mass transit facilities, parking lots at (or near) your work or where you access your car/vanpool.

How do I get reimbursed?

Step 1: Submit a reimbursement claim through TAG's website or via fax or mail.

Step 2: Include required documentation for expense verification purposes

Step 3: Receive reimbursement via direct deposit or mailed check.

Note: Expenses must be submitted within 180 days from date of purchase to be eligible for reimbursement.

Additional Information:

- Access your account by visiting www.myflexonline.com
- For account support please call (877) 506-1660 or email support@enrollwithtag.com
- For additional information about commuter program benefits please visit www.enrollwithtag.com



ONLINE ACCOUNT SETUP INSTRUCTIONS

Online Account Services

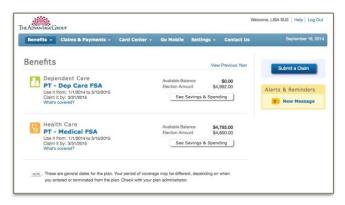
All active participants have access to their online account features at www.myflexonline.com. Your online account provides fast and easy access to all of your accounts activities. Users can view up-to-date account balance information, pending claims status, claims history, and submit for claims reimbursement from your personal account page.

New User Setup Instructions

- 1. Logon to <u>www.myflexonline.com</u> and select <u>New User Registration</u>.
- You will be prompted to enter your name, home zip code and the last four digits of your SSN. Select <u>Next</u> and create your username and password.
- 3. Your login is now established and you will be directed to your personal account page where you can view up to date account information and access a variety of additional account features.











BASIC LIFE INSURANCE

This benefit is paid for 100% by Felton Institute. There is no cost to you, the employee.

All benefit eligible employees with Felton Institute are provided with employer-paid Life and Accidental Death & Dismemberment (AD&D) coverage. All eligible employees are automatically enrolled in Life and AD&D plans.

Employee Basic Life Insurance

- Benefit amount of:
 - \$50,000 (non-SEIU)
 - 1x annual salary (SEIU only)

Accidental Death and Dismemberment (AD&D)

- 100% of the Basic Life benefit
- Provides specified benefits for a covered accidental bodily injury that directly causes dismemberment.
- In the event of death that occurs from a covered accident, both Life and AD&D benefit would be payable each in the amount of the basic life insurance.

Refer to the MetLife plan documents for a complete description of this plan.

Benefits After Age 65

Your life benefits will reduce after age 65, and the reduction schedule is as follows:

- Reduce by 35% at age 65
- Reduce by 50% at age 70



Consider updating your Life Insurance beneficiary by completing a Beneficiary Designation form



SUPPLEMENTAL LIFE INSURANCE

This benefit is paid for 100% by the employee.

As an added benefit, Felton Institute offers Supplemental Life and Accidental Death & Dismemberment (AD&D) insurance for employees, their spouse, and child(ren). This benefit is voluntary and paid for 100% by eligible employees through payroll deductions. *Employees must elect Voluntary Life/AD&D coverage for themselves in order to be eligible to purchase additional coverage for any dependents.*MetLife

Supplemental Employee Life/AD&D

Employees may purchase additional coverage in \$10,000 increments not to exceed the lesser of 5x annual salary or \$500,000

Guaranteed Issue amount*of \$100,000

Supplemental Spouse Life/AD&D

You may purchase additional coverage for your spouse in \$5,000 increments to the lesser of 50% of employee coverage or \$250,000

Guaranteed Issue amount*of \$25,000

Supplemental Child(ren) Life/AD&D

You may purchase additional coverage for your child(ren) in the following amounts:

- 15 days or younger \$250
- 15 days to 6 months \$1,000
- 6 months to 26 years (if you are a full-time student) \$ \$10,000

Refer to the
MetLife plan
documents for a
complete
description of this
plan.

*If you choose to elect an amount over the guaranteed issue amount, you or your spouse will need to complete the Evidence of Insurability Form for medical underwriting purposes.

WORKSITE VOLUNTARY BENEFITS

This benefit is paid for 100% by the employee.

CRITICAL ILLNESS INSURANCE A new Insurance Option Brought to You by MetLife.

What's a critical illness? Some common examples are heart attack, stroke and cancer. But this coverage also includes serious conditions like permanent paralysis — the kind of injury that can happen to a healthy person in a car or skiing accident, for example. The medical treatment for these conditions can be very expensive. Critical illness insurance can help by paying a lump sum payment directly to you at the first diagnosis of a covered condition. You decide how to spend it. You can use this coverage more than once for different conditions, but each condition is payable once per lifetime.

- Lump sum payment to use as you see fit upon diagnosis verification
- You have a choice of a \$10,000, \$20,000 or \$30,000 Initial Benefit Amount
- Your Total Benefit Amount will be 3 times the Initial Benefit Amount you selected
- Recurrence benefit*
- Guaranteed issue coverage
- No waiting periods or age restrictions
- No limitations between filing claims for covered conditions
- No pre-existing condition
- Same level of coverage for the entire family*
- Portable (continuation of coverage)

Covered Conditions

- Cancer*
- Heart Attack
- Stroke*
- Major Organ Transplant
- Alzheimer's Disease*
- Coronary Artery Bypass Graft*
- Kidney Failure
- Plus 22 Listed Conditions*



*Please refer to the MetLife Plan Documents for a complete description of this plan.

WORKSITE VOLUNTARY BENEFITS

This benefit is paid for 100% by the employee.

GROUP HOSPITAL INDEMNITY INSURANCE

A new Insurance Option Brought to You by MetLife.

MetLife provides employees with a choice of two comprehensive plans which provide payments in addition to any other insurance payments you may receive.

Covered Benefits*	High Plan MetLife Hospital Indemnity Insurance Pays YOU
Hospital Coverage (Accident)	
Admission must occur within 180 days of accident	Non-ICU - \$1,000 per accident ICU – 2,000 per accident
Confinement must occur within 180 days of accident	Non-ICU — \$200/day up to 31 days ICU - \$400/day up to 31 days
Inpatient Rehab stay must occur immediately following hospital confinement and occur within 365 days of accident	\$200 day, up to 15 days per accident and 30 days per calendar year

Hospital Coverage (Sickness)*		
Admission Payable 1x per calendar year	Non-ICU - \$1,000 ICU - \$2,000	
Confinement Paid per sickness	Non-ICU - \$200/day, up to 31 days ICU - \$400/day, up to 31 days	



WORKSITE VOLUNTARY BENEFITS

MetLife provides employees with a choice of two comprehensive Accident plans which provide payments in addition to any other insurance payments you may receive.

ACCIDENT PLANS: Low Plan and High Plan

Covered Benefits	Low Plan MetLife Accident Insurance Pays YOU	High Plan MetLife Accident Insurance Pays YOU
Injuries		
Fractures ²	\$50-\$3,000	\$100-\$6,000
Dislocations ²	\$50-\$3,000	\$100-\$6,000
Second and Third Degree Burns	\$50-\$5,000	\$100-\$10,000
Concussions	\$200	\$400
Cuts/Lacerations	\$25-\$200	\$50-\$400
Eye Injuries	\$200	\$300
Medical Services & Treatment		
Ambulance	\$200-\$750	\$300-\$1,000
Emergency Care	\$25-\$50	\$50-\$100
Non-Emergency Care	\$25	\$50
Physician Follow-Up	\$50	\$75
Therapy Services (including physical therapy)	\$15	\$25
Medical Testing Benefit	\$100	\$200
Medical Appliances	\$50-\$500	\$100-\$1,000
Inpatient Surgery	\$100-\$1,000	\$200-\$2,000
Hospital ³ Coverage (Accident)		
Admission	\$500 (non-ICU)-\$1,000 (ICU) per accident	\$1,000 (non-ICU)-\$2,000 (ICU) per accident
Confinement	\$100 a day (non-ICU)- up to 31 days \$200 a day (ICU)- up to 31 days	\$200 a day (non-ICU)- up to 31 day \$400 a day (ICU)- up to 31 days
Inpatient Rehab (paid per accident)	\$100 a day, up to 15 days	\$200 a day, up to 15 days

²Chip fractures are paid at 25% of Fracture Benefit and partial dislocations are paid at 25% of Dislocation Benefit

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³Hospital does not include certain facilities such as nursing homes, convalescent care or extend care facilities. See MetLife's Disclosure Statement or Outline of Coverage/Disclosure Document for full details.



EMPLOYEE ASSISTANCE PLAN (EAP)

All members of your household can utilize the benefits of this program.

All benefit eligible employees with Felton Institute are provided with employer paid Employee Assistance Plan (EAP) through MetLife. All eligible employees are automatically enrolled in the EAP.

Life is full of challenges and sometimes balancing it is difficult. The EAP is there when you need it. MetLife offers the appropriate assistance for a wide range of issues and provides referrals to professional counselors or services that can help you resolve emotional health, family and work issues.

Along with unlimited telephonic access, the EAP also offers 5 face-to-face visits with a counselor per person per issue.

Work or Life Needs, Clinical Counseling, Financial Information, Legal Information, etc.

TOTALLY CONFIDENTIAL



Member Services
Available 24/7

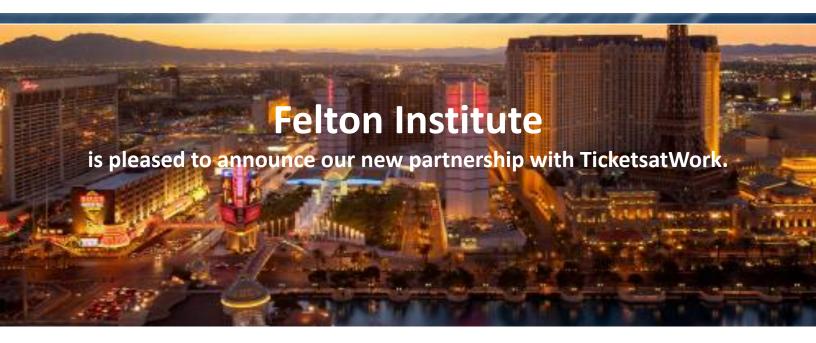
Online: metlifeeap.lifeworks.com

Username: metlifeeap

Password: eap

Toll free: **888-319-7819**

TICKETS AT WORK



Now you'll have access to exclusive savings on:

- Movie Tickets
- Theme Parks
- Hotels
- Tours
- Broadway
- Vegas Shows & More



Be sure to visit often as new products and discounts are constantly being added!

SIGN UP TODAY IN 60 SECONDS!

- 1 Visit www.ticketsatwork.com.
- 2 Click on the "Become a Member" box at the top of the homepage.
- **3** You will then be prompted to create an account with you email address and company code.
- Or, you can place your order by phone. Call customer service at **800-331-6483**. Orders are taken from **8:30am-12am/7 days a week** (holidays included). Eastern Standard Time.



Company Code: feltonfun

Customer Service: 1-800-331-6483

Email: customerservice@ticketsatwork.com



PET CARE PLAN

This benefit is paid for 100% by the employee.

Felton Institute is pleased to offer our employees the opportunity to save on their veterinary care with United Pet Care's veterinary savings program. This program includes preventative, accident and sick care. Employees receive instant savings of 20-50% off every veterinary visit! United Pet Care features no claim forms, no costly deductibles, no waiting period, no age exclusions and no exclusions due to pre-existing or breed specific conditions. **ALL PETS ARE ELIGIBLE!**



UNITED PET CARE PROGRAMS	PREFERRED PROGRAM	SELECT PROGRAM	PARTNER PROGRAM
Procedures Covered:	Employee Payment (\$)/ Employee Savings (%)		
Office Visits	50%	\$40	25%
Annual Exams	50%	20%	25%
Vaccinations	50%	20%	25%
All Surgeries/Hospitalization	25%	20%	25%
Dental Cleaning/Extractions	25%	20%	25%
Diagnostic Testing/Lab Work	25%	20%	25%
Allergies/Infections	25%	20%	25%
Radiology	25%	20%	25%
Medications	25%	20%	In house only – 25%
Spay/Neuter	25%	20%	25%
Puppy/kitty (Under age 1 year, series of vaccinations including rabies- may vary with each facility)	25%	20%	25%

SPECIAL SEMI-MONTHLY RATES FOR FELTON INSTITUTE EMPLOYEES	PREFERRED PROGRAM	SELECT PROGRAM	PARTNER PROGRAM
One Pet	\$6.25	\$5.38	\$6.25
Two Pets	\$12.10	\$10.30	\$12.10
Three Pets	\$17.80	\$15.15	\$17.80
Each Additional Pet	\$5.65	\$4.85	\$5.65

DocuSign Envelope ID: AF46B0C8-1807-4D84-8A5F-00B9648D6E60 LEGAL & ID THEFT SERVICES

This benefit is paid for 100% by the employee.



Everyone deserves legal protection. And now, with LegalShield, everyone can access it. Proven, professional advice is just a phone call away on all matters, from the trivial to the traumatic.

The Legal Plan Membership Includes:

- · Legal Advice personal legal issues
- Letters/calls made on your behalf
- Contracts & documents reviewed (up to 10 pages)
- Residential Loan Document Assistance
- Attorneys prepare your Will, your Living Will and your Health Care Power of Attorney
- Moving Traffic Violations (available 15 days after enrollment)
- Trial Defense including Pre-Trial & Trial
- Uncontested Divorce, Separation, Adoption and/or Name Change Representation (available 90 days after enrollment)
- IRS Audit Assistance
- 25% Preferred Member Discount (Bankruptcy, Criminal Charges, Other Matters, etc.)
- 24/7 Emergency Access for covered situations

The IDShieldSM Membership Includes:

Full Service Restoration

Completed Identity recovery services by Kroll Licensed Private Investigators and our \$5 million service guarantee to ensure that if your identity is stolen, it will be restored to its pre-theft status.

Privacy Monitoring

Monitoring your name, SSN, date of birth, email address (up to 10) provides you with comprehensive identity protection service that leaves nothing to chance.

Security Monitoring

SSN, credit cards (up to 10), and bank account (up to 10) monitoring, sex offender search, financial activity alerts and quarterly credit score tracking keep you secure from every angle.

Consultation

Your identity protection plan includes 24/7/365 live support for covered emergencies, unlimited counseling, identity alerts, data breach notifications and lost wallet protection.

LegalShield Identity Theft plans cover the member, member's spouse and up to 10 dependents. You also have the option to select Legal plus Identity Theft Combined Membership.

LEGALSHIELD RATES PER PAY PERIOD			
Legal Shield Only	IDShield Plan	LegalShield and IDShield	
\$7.98	\$7.48	12.95	

LEGALSHIELD & IDSHIELD MOBILE APP

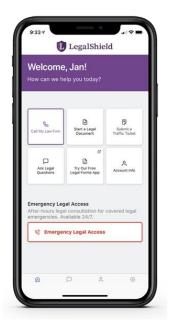
Legal protection is just a tap away.

Follow these steps to create your LegalShield account.

Create your LegalShield account

- 1. Download the Legal Shield mobile app.
- Click"CreateAccount" followed by "Activate Account." Enter your member number and requested information, then create your login credentials.
- 3. Open the LegalShield app and login with your newly created credentials. Access your provider law firm, Will preparation steps and more!











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Guarding your personal information is as EASY as 1-2-3! Follow these steps to activate your IDShield account.





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Create your IDShield account

- **1. SET UP** your account at idshield.cloud/activate using your membernumber.
- ADD the personal information you want to monitor, including your social media accounts.
- DOWNLOAD the IDShield Plus mobile app for immediate alerts and to track your monthly credit score.



If you have questions about setting up your account or forgot your member number, please call call LegalShield Member Services at 1-800-654-7757 or IDShield Member Services at 1-808-494-8519, available 7 a.m. - 7 p.m. CT, Monday-Friday.

HEALTH INSURANCE MARKETPLACE

Notice of Medical Coverage Options:

THE NEW HEALTH INSURANCE MARKETPLACE

Under federal law, beginning January 1, 2014, individuals are required to have minimum essential health coverage, or else be subject to a penalty. This is referred to as the "individual mandate." Covered California is intended to help individuals meet the individual mandate requirement by providing another marketplace to purchase coverage, and possibly qualify for federal assistance. Individuals who have insurance through their employers (or who are eligible for insurance through their employers) may opt out of the employer plan during their renewal period and go to Covered California to purchase health insurance (note employers are not required to pass on their employer contribution towards an employee's coverage election in Covered California). Based upon your specific income level and household size, you may receive more affordable coverage for yourself and/or dependents through Covered California. Individuals who have insurance through their employers (or who are eligible for insurance through their employers) are not eligible for federal assistance through the individual mandate.

The Covered California website will help people find out whether they qualify for federal financial assistance that will reduce their costs for medical coverage. Depending on your income and family size, you could be eligible for no-cost Medi-Cal or for tax credits to help reduce your monthly premium costs. You do not need to purchase coverage through Covered California if you already have medical coverage. However, you have the option to do so if you wish.

If you are interested in looking at the plans and potential costs with Covered California medical plans, please visit the link below. By using the "Health Plan Calculator," you can see what your options are and how much coverage would likely cost you.

http://www.coveredca.com/fieldcalc/#calculator

If you have questions, please visit the Covered California website at www.coveredCA.com

If you can afford health insurance but choose not to buy it, you must pay a fee called the individual shared responsibility payment. To calculate your estimated penalty if you choose not to elect health coverage, visit: https://www.healthcare.gov/fees/estimate-your-fee



Model General Notice Of COBRA Continuation Coverage Rights

Introduction: You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?: COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA continuation coverage available?: The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to your employer.

How is COBRA continuation coverage provided?: Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

- 1. Disability extension of 18-month period of COBRA continuation coverage: If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.
- 2. Second qualifying event extension of 18-month period of continuation coverage: If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

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Are there other coverage options besides COBRA Continuation Coverage?: Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends? In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage. If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information visit https://www.medicare.gov/medicare-and-you.

If you have questions: Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.healthcare.gov.

Keep your Plan informed of address changes: To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Women's Health and Cancer Rights Act of 1998 (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- · Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

Contact your Benefits Administrator for more information.

Newborns' and Mother's Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Extension of Dependent Coverage to Age 26

Individuals whose coverage ended, or who were denied coverage (or were not eligible for coverage), because the availability of dependent coverage of children ended before attainment of age 26 are eligible to enroll in Sutter Health and Kaiser. Individuals may request enrollment for such children for 30 days from the date of notice. Enrollment will be effective retroactively to July 1, 2020.

For more information, contact Sutter Health and Kaiser.

Notice of Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

To request special enrollment or obtain more information, contact your Benefits Administrator.

Lifetime Limit No Longer Applies and Enrollment Opportunity

The lifetime limit on the dollar value of benefits under Sutter Health and Kaiser no longer applies. Individuals whose coverage ended by reason of reaching a lifetime limit under the plan are eligible to enroll in the plan. Individuals have 30 days from the date of this notice to request enrollment.

For more information, contact Sutter Health and Kaiser.

Primary Protection

Sutter Health generally requires the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. Until you make this designation, Sutter Health designates one for you.

For information on how to select a primary care provider, and for a list of the participating primary care providers, contact Sutter Health.

You do not need prior authorization from Sutter Health or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a preapproved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact Sutter Health.

Medicaid and the Children's Health Insurance Program (CHIP) Offer Free Or Low-Cost Health Coverage To Children And Families

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial 1-877- KIDS NOW or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call 1-866-444-EBSA (3272).

Out of Network Balance Billing

The amount the plan pays for covered services provided by non-network providers is based on a maximum allowable amount for the specific service rendered. Although your plan stipulates an out-of-pocket maximum for out of network services, please note the maximum allowed amount for an eligible procedure may not be equal to the amount charged by your out of network provider. Your out of network provider may bill you for the difference between the amount charged and the maximum allowed amount. This is called balance billing and the amount billed to you can be substantial. The out-of-pocket maximum outlined in your policy will not include amounts in excess of the allowable charge and other non-covered expenses as defined by your plan. The maximum reimbursable amount for non network providers can be based on a number of schedules such as a percentage of reasonable and customary or a percentage of Medicare. Contact your claims payer or insurer for more information. The plan document or carrier's master policy is the controlling document, and this Benefit Highlight does not include all of the terms, coverage, exclusions, limitations, and conditions of the actual plan language.

Prescription Drug Coverage and Medicare Part D

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Felton Institute and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

2. Felton Institute has determined that the prescription drug coverage offered by Sutter Health and Kaiser is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan? You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide To Join A Medicare Drug Plan? If you decide to join a Medicare drug plan, your current Felton Institute coverage may be affected.

If you decide to join a Medicare drug plan and drop your current Felton Institute coverage, be aware that you and your dependents may not be able to get this coverage back.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan? You should also know that if you drop or lose your current coverage with Felton Institute and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have the Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage: Contact the person listed below for further information. Note: you will get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Felton Institute changes. You may also request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage: More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You will receive a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans. Additional resources: www.medicare.gov. Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help; Call 1-800-663-4227 (TTY 1-877-486-2048). If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Am I eligible for Medicare if I am under 65? There are three ways you can get Medicare coverage if you are under 65 years of age.

1. You are eligible for Medicare if you are a U.S. citizen or have your resident visa, have lived in the U.S. for five years in a row, and you have a disability and have been receiving Social Security Disability Insurance (SSDI) for more than 24 months. Your eligibility begins during the month you receive your 25th SSDI check. You do not need to contact anyone. Social Security should automatically mail you your Medicare card three months before you become eligible.

Note: If you are receiving railroad disability annuity checks, whether you are eligible for Medicare and when you get it, depends on how your disability has been classified by the Railroad Retirement Board.

OR

- 2. You have been diagnosed with End-Stage Renal Disease (ESRD) and you are getting dialysis treatments or have had a kidney transplant; apply for Medicare benefits (up to 12 months retroactively); and you
 - are eligible to receive SSDI;
 - · are eligible to receive railroad retirement benefits; or
 - are otherwise considered to be fully insured by Social Security, as defined by the length of time you
 have worked and the amount of money you have made (you need a certain amount of Social
 Security work credits depending on how long you have worked).

Note: If you are a railroad worker with ESRD, you must contact Social Security, not the Railroad Retirement Board, to find out if you are eligible for Medicare because you have been diagnosed with ESRD.

When your Medicare benefits begin depends on the circumstance.

OR

3. You have been diagnosed with Amyotrophic Lateral Sclerosis (ALS), commonly known as Lou Gehrig's Disease. You will automatically be enrolled in Medicare the first month you receive SSDI or, if you are a railroad worker, the first month you receive a railroad disability annuity check.

Note: Because Social Security and Medicare eligibility rules are complex, you should call Social Security at **800-772-1213** to get the most accurate information regarding your particular situation.

Sender: Human Resources Department

Name of Entity: Felton Institute | FSA

Address: 1005 Atlantic Ave., Alameda, CA 94501

Phone Number: 415-474-7310 Email: hr@felton.org

Date: July 1, 2020

This proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of Gallagher Benefit Services (GBS). Policy forms for your reference will be made available upon request.

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BENEFIT PLAN CONTACT INFORMATION

Provider	Coverage Type	Phone and Web
Sutter Health Plus Your Health Plan	Medical Group# 256204	Sutter Health 855-315-5800 www.Sutterhealthplus.org
**** KAISER PERMANENTE	Medical Group# 604427	Kaiser 800-464-4000 www.kp.org
LANDMARK HEALTHPLAN**	Chiropractic & Acupuncture Group# LA0018E*000	Landmark Healthplan 800-298-4875 www.lhp-ca.com
Cigna	Dental Group# 3341917	Cigna 800-244-6224 www.cigna.com
Cigna	Vision Group# 3341917	Cigna 800-244-6224 www.cigna.com
MetLife	Basic Life/AD&D Supplemental Life/AD&D Voluntary Accident Voluntary Critical Illness Voluntary Hospital Indemnity Group# 5918840	MetLife 800-275-4638 www.metlife.com
MetLife	Employee Assistance Plan (EAP)	MetLife 888-319-7819 User ID: metlifeeap Password: eap Metlifeeap.lifeworks.com
THE ADVANTAGE GROUP	HRA/FSA/Dependent Care	The Advantage Group 877-506-1660 www.myflexonline.com
LegalShield IDShield	Legal/ID Theft	Legal Shield 800-654-7757 www.legalshield.com
United Pet Care	Pet Insurance	United Pet Care 888-781-6622 www.unitedpetcare.com/felton

Employee Support Center

Call 855.670.2222 Monday - Friday | 8am - 4pm LosAngeles.ESC@ajg.com

