

TIDES ADVOCACY AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

COLLECTIVE BARGAINING AGREEMENT

DECEMBER 19, 2022 – DECEMBER 31, 2025

Table of Contents

Article I.	Recognition	9
Section 1.01	Recognition.....	9
Section 1.02	Definition	9
Section 1.03	Notification.....	9
Section 1.04	Dues and Fees	9
Section 1.05	New Positions	10
Section 1.06	COPE Check-off.....	10
Article II.	Union Business	11
Section 2.01	Visitation.....	11
Section 2.02	Stewards.....	11
Section 2.03	Steward Training	11
Section 2.04	New Hire Orientation	11
Section 2.05	Bulletin Boards	12
Section 2.06	Union Communications	12
Article III.	Dignity and Respect	13
Article IV.	Harassment and Discrimination.....	14
Section 4.01	Discrimination.....	14
Section 4.02	Harassment.....	14
Section 4.03	Sexual Harassment.....	14
Section 4.04	Violence in the Workplace	14
Article V.	Personnel Files	15
Section 5.01	Definitions	15
Section 5.02	Access to Records.....	15
Section 5.03	Signature	15
Section 5.04	Comments	15
Section 5.05	Removal of Material	15
Section 5.06	Complimentary Material	15
Section 5.07	Anonymous Material	16
Section 5.08	Secret Material	16
Section 5.09	Confidentiality.....	16
Article VI.	Introductory Period.....	17
Section 6.01	Term of Introductory Period.....	17

Section 6.02	Release during Introductory Period	17
Section 6.03	Introductory Period for Promotions	17
Section 6.04	Introductory Period for Tides Network Hires	17
Section 6.05	No Discrimination	17
Section 6.06	Rate of Pay for Introductory Period	17
Article VII.	Discipline and Discharge	18
Section 7.01	Just Cause	18
Section 7.02	Notification of Rights	18
Section 7.03	Progressive Discipline and Performance Management	18
Section 7.04	Notification	19
Section 7.05	Right to Attach Rebuttal	19
Section 7.06	Sunset	19
Section 7.07	Serious Offenses	20
Section 7.08	Challenge to Discipline	20
Article VIII.	Sick Leave	21
Section 8.01	Eligibility	21
Section 8.02	Sick Leave Entitlement	21
Section 8.03	Sick Leave Carry Over	21
Section 8.04	Sick Leave for Provision of Care	21
Section 8.05	Use of Paid Sick Leave	21
Section 8.06	Extended Medical Leave	22
Section 8.07	Confidentiality	22
Section 8.08	Leave Share Bank	22
Section 8.09	Leave Share Bank Set Up	23
Section 8.10	Leave Share Eligibility	23
Section 8.11	Leave Share Tax Consequences	24
Article IX.	Grievance Procedure	25
Section 9.01	Grievances	25
Section 9.02	Grievance submission	25
Section 9.03	Grievance Stages	25
Section 9.04	Additional Provisions	26
Section 9.05	Dispute resolution	26
Section 9.06	Willful violations	26

Section 9.07 No Discrimination 27

Article X. Leaves of Absence 28

Section 10.01 Voluntary Leave 28

Section 10.02 Jury and Witness Duty Leave 28

Section 10.03 Tides Advocacy-Sponsored Paid Family Leave 28

Section 10.04 Domestic Violence, Stalking, or Sexual Assault Leave 29

Section 10.05 Pregnancy Disability Leave 29

Section 10.06 Organ and Bone Marrow Donor Leave 30

Section 10.07 School Activities and Suspensions Leave 30

Section 10.08 Bereavement Leave 31

Section 10.09 Return From Extended Leave 31

Section 10.10 Continuation Of Benefits 32

Section 10.11 Intermittent or Reduced Work Schedule Leave 32

Article XI. Holidays 33

Section 11.01 Recognized Holidays 33

Section 11.02 Part-Time Employees 33

Section 11.03 No Cash-Outs 33

Section 11.04 End-of-Year Holiday Closure 33

Section 11.05 Paid Office Closures 34

Section 11.06 Compensatory Days 34

Section 11.07 Optional Holidays 34

Article XII. Vacation Leave 35

Section 12.01 Accrual of Vacation 35

Section 12.02 Scheduling Vacation 35

Section 12.03 Carryover 36

Section 12.04 Pay Out Upon Termination 36

Article XIII. Sabbatical 37

Article XIV. General Terms 38

Section 14.01 Terms of Agreement 38

Section 14.02 No Strike, No Lockout 38

Section 14.03 Severability 38

Section 14.04 Entire Agreement 38

Section 14.05 Bargaining Obligation 39

Section 14.06 No Loss..... 39

Section 14.07 Ratification..... 39

Article XV. Collective Decision Making..... 40

Section 15.01 Labor Management Committee 40

Section 15.02 Board Transparency..... 40

Section 15.03 Management Rights..... 41

Article XVI. Hiring and Promotions..... 42

Section 16.01 Open Positions 42

Section 16.02 Applicant Priority 42

Section 16.03 Interview/Hiring Process 43

Section 16.04 Conflict of Interest 43

Section 16.05 Promotions 43

Article XVII. Job Descriptions..... 45

Section 17.01 Job Descriptions 45

Section 17.02 Changes in Job Descriptions for Bargaining Unit Positions 45

Section 17.03 Job Descriptions for New Positions 45

Article XVIII. Seniority and Layoffs..... 46

Section 18.01 Seniority..... 46

Section 18.02 Layoff Notification..... 46

Section 18.03 Severance..... 46

Section 18.04 Seniority and Layoff Process..... 47

Section 18.05 Medical Coverage for Laid Off Employees..... 47

Section 18.06 Recall Rights 47

Section 18.07 Recall Notification..... 48

Section 18.08 Seniority During Absence..... 48

Article XIX. Professional Conference Leave and Professional Development..... 49

Section 19.01 Professional Conference Leave 49

Section 19.02 Professional Development Budget..... 49

Section 19.03 Required Conference Attendance 49

Section 19.04 Introductory Employees 49

Section 19.05 Tuition Reimbursement..... 49

Article XX. Safety and Health 51

Section 20.01 Safety First..... 51

Section 20.02 Right to Refuse Unsafe Assignment.....	51
Section 20.03 Continuation of Operations During Emergency Situations	51
Article XXI. Continuity of Agreement.....	52
Section 21.01 Change in Name	52
Section 21.02 Successors and Assigns	52
Article XXII. Immigrants' Rights	53
Section 22.01 Union Notification	53
Section 22.02 Unpaid Leave.....	53
Section 22.03 Reinstatement.....	53
Section 22.04 No-Match Letters	53
Section 22.05 Change in Name or Social Security Number	53
Section 22.06 No Discrimination or Retaliation.....	54
Section 22.07 No Voluntary Authorization Programs	54
Section 22.08 No Re-verification	54
Section 22.09 Pre-1986 Employees.....	54
Section 22.10 New Legislation	54
Section 22.11 Access to Facilities.....	54
Article XXIII. Supplies, Equipment, and Expenses	55
Section 23.01 Adequate Supplies and Equipment.....	55
Section 23.02 Home Office Expenses	55
Section 23.03 Reimbursements Related to Employment.....	55
Section 23.04 Per Diems	55
Section 23.05 After Hours Expenses	55
Section 23.06 Use of Employee Vehicles	55
Section 23.07 Payment of Reasonable and Necessary Business Expenses.....	56
Article XXIV. Work Preservation	57
Section 24.01 Bargaining Unit Labor.....	57
Section 24.02 Managerial Employees.....	57
Section 24.03 Cost Sharing and Professional Employment Organizations.....	57
Article XXV. Temporary Employees.....	58
Section 25.01 Definition	58
Section 25.02 Conversion to regular status	58
Section 25.03 Seniority Date.....	58

Section 25.04	Introductory Period.....	58
Section 25.05	Temporary employees and contractors.....	58
Article XXVI.	Location and Hours of Work.....	59
Section 26.01	Location of work.....	59
Section 26.02	Hours of Work Exempt Employees.....	59
Section 26.03	Work outside regular work hours and locations.....	59
Section 26.04	Flex Time.....	60
Section 26.05	Work During Holiday/ Office Closure.....	60
Section 26.06	Non-Exempt Employees.....	60
Section 26.07	Application of Policies Outside of California.....	61
Section 26.08	Summer Fridays.....	61
Section 26.09	Four Day Work Week.....	61
Section 26.10	Recharge Days.....	62
Article XXVII.	Performance Evaluations.....	63
Section 27.01	Performance Evaluations of Unit Employees.....	63
Section 27.02	Performance Evaluation of managers.....	63
Article XXVIII.	Diversity, Equity, and Inclusion (DEI).....	64
Section 28.01	DEI/Anti-racism Committees.....	64
Section 28.02	Translation Services.....	64
Section 28.03	Disabilities and Reasonable Accommodation.....	64
Article XXIX.	Wages and Salaries.....	66
Section 29.01	Annual Compensation Increase.....	66
Section 29.02	Minimum Salary Level.....	66
Section 29.03	Placement in Salary Range.....	66
Section 29.04	Adjustment of Salary Ranges.....	66
Section 29.05	Additional Compensation.....	67
Article XXX.	Health Benefits.....	68
Section 30.01	Health Benefit Provision.....	68
Section 30.02	Employer Contribution to Health Benefits.....	68
Section 30.03	Employees Based in California.....	68
Section 30.04	Employees Based Outside of California.....	69
Section 30.05	Determination of Insurance Benefit Options.....	70
Section 30.06	Gender-Affirming Health Care.....	71

Article XXXI. Retirement Benefits	72
Section 31.01 401(k) Retirement Plan	72
Appendix A: 2022 Salary Adjustments	74

Article I. Recognition

Section 1.01 Recognition

The parties to this Agreement are Service Employees International Union Local 1021 ("SEIU Local 1021" or "Union") and Tides Advocacy ("Tides Advocacy" or "Employer," together with the Union, the "Parties" and each individually a "Party").

- a) Tides Advocacy hereby recognizes and agrees that a bargaining unit of employees employed by Tides Advocacy as regular full-time and part-time Administrative Office employees (the "Unit") is now established under Section 9(a) of the National Labor Relations Act. The Unit shall not include any managerial, supervisory, or confidential employees as such terms are defined by or interpreted under the National Labor Relations Act (NLRA); and
- b) Tides Advocacy agrees to recognize SEIU Local 1021 as the Section 9(a) representative of the Unit under the NLRA.

Section 1.02 Definition

All Employees of Tides Advocacy (the Employer) who are subject to this Agreement, and who are employed by the Employer on the effective date of this Agreement shall be required as a condition of employment to become members in the Union in good standing within thirty-one (31) days of the effective date of this Agreement and to remain members in good standing during the course of their employment.

Section 1.03 Notification

The Employer shall notify the Union in writing within thirty (30) days of hiring of any and all newly hired employees and shall supply the Union with the name, address, phone number, email address, job title, job description and salary of such employee.

Section 1.04 Dues and Fees

Dues and Fees

To the extent permitted by law, all Employees of the Employer who are subject to this Agreement and who are hired after the effective date of this Agreement shall, not later than the thirty-first (31st) day following commencement of employment, become members of the Union in good standing and shall remain members in good standing during the course of their employment. Members in good standing shall be defined as employed members of the Union who tender periodic dues uniformly required by the Union as a condition of acquiring or retaining membership.

Dues and Fees Deduction

The periodic dues and fees will be deducted semi-monthly (twice per month) at the current rate of one point seventy four percent (1.74%) from the Employee's paycheck upon submission to the Employer of a proper written authorization by the Employee and submitted to the Union no later than the fifteenth (15th) of the following month.

Dues Delinquency

To the extent permitted by law, the Employer, upon written request by certified mail of the Union, shall discharge any Employee within seven (7) calendar days after receipt of such notice who fails to tender the periodic dues required by the Union as a condition of acquiring or retaining membership in the Union.

Section 1.05 New Positions

Employer and Union recognize that Tides Advocacy is a growing organization, and Tides Advocacy may create additional positions and departments as it grows.

The Employer agrees to the accretion of any and all additional positions added to the Tides Advocacy Administrative Office to the Unit (except those excluded as set forth in Section 1.01 above) presently or hereafter covered by the Collective Bargaining Agreement (CBA) or any successor collective bargaining agreement thereto, and that all of the terms and conditions set forth in the CBA or its successor shall be immediately applicable to the accreted bargaining unit member(s). If there is a dispute as to whether a position should be added to the Bargaining Unit, the Parties shall follow the standard grievance process to resolve the issue as outlined in Article IX. The Parties may skip to Step III upon mutual agreement.

Section 1.06 COPE Check-off

The Employer agrees to deduct and transmit to the treasurer of Local 1021 Political Action Committee (Committee On Political Education, or COPE) the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Local 1021 Political Action Committee. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Article II. Union Business

Section 2.01 Visitation

Authorized representatives of the Union shall have admission to the establishments of the Employer. Visitation shall be conducted in a manner that minimizes disturbance to the Employer's operations and to its clients. Upon request, Management will provide the Union with an up-to-date list of all program managers/supervisors. The Union shall notify the Employer in writing of the assigned Union Field Representative.

Section 2.02 Stewards

For the purpose of representation, the Union shall be entitled to four (4) Stewards. The Union will notify the Employer in writing when Stewards are designated. A Steward may assist an Employee in the presentation of a grievance. The Parties recognize that it is the responsibility for the Steward to assist in the resolution of grievances at the lowest possible level. The Steward shall be allowed to process and investigate grievances on work time and attend disciplinary meetings. The Parties recognize that the Steward's role in contract administration, as provided under the law and labor relations practice, shall not be abridged. The Steward shall advise Employees of their rights, responsibilities and options but shall not assume the role of supervisor.

Should the Employer wish to meet a bargaining unit Employee for the purpose of conducting an investigation that might lead to discipline of that Employee, it will honor their right to have a Shop Steward or Union Representative at the meeting upon request of the Employee. Both Employee and Shop Steward shall be given time off with pay to attend meetings with the Employer to take part in an investigatory meeting.

Section 2.03 Steward Training

All designated Shop Stewards shall be allowed eight (8) hours paid release time quarterly to attend Union Shop Steward training and Union contract seminars conducted by SEIU. The eight (8) hours paid release time may be taken in part or in full, however, should a Shop Steward attend a whole day training for eight (8) 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 must be notified at least ten (10) 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.

Section 2.04 New Hire Orientation

Shop Stewards shall receive timely notice of and shall be permitted to make appearances at New Employee Orientation sessions in order to distribute Union materials, to make a presentation about the Union, and to discuss Employee rights and obligations under the CBA. The Employer shall allow the Shop Steward up to sixty (60) minutes to do the presentation. During such time, the Employer personnel present and other non-represented Employee(s) shall leave the orientation room.

Section 2.05 Bulletin Boards

The Employer shall furnish space on an existing bulletin board at each work location it owns and/or leases for official Union business as it pertains, to the Employees of the Employer. The Union assumes all responsibility for the material contained in its notices. Such notices shall be signed by a Union Representative, Union Official or designated Shop Steward. Such material shall comply with the Dignity and Respect terms (Article III) of this Agreement.

Section 2.06 Union Communications

To the extent permissible under law, the Union may make reasonable use of the Employer's interoffice mail, email, and other internal communication systems to communicate with all members of the Union in order to carry out Union representation of unit Employees in administration of the CBA provided that these communications are not conducted during work time and that company internet and media policies are not violated.

Article III. Dignity and Respect

The Union and the Employer agree that courtesy in day-to-day communications between the Union and the Employer and the Employer and the Employees should always be present in Union-Employer and Employee-Employer relationships. The Union and the Employer agree that Employees and supervisors and managers should treat each other with dignity and respect. Intimidating behavior is not acceptable at Tides Advocacy. No Employee shall be subject to disciplinary action under Article VII in the presence of co-workers, volunteers or clients, excepting union representation as requested by that Employee.

Tides Advocacy values professionalism, courtesy, and respect in all of our relationships and in all aspects of our work. We foster an environment where respect is constant and reciprocal. We are committed to building a place of respect, safety, and security for everyone in the Tides Advocacy community.

Article IV. Harassment and Discrimination

Section 4.01 Discrimination

The Union, the Employees and the Employer agree that conduct which constitutes unlawful harassment or discrimination on the basis of race, ethnicity, AIDS/HIV status, religious creed, color, national origin, ancestry, physical or mental disability, genetic information, military or veteran status, marital status, sex, gender identification or expression, family status, sexual orientation, age, pregnancy, citizenship or immigration status, status as a victim of domestic violence, protected concerted activity, and any other legally protected classes or because of membership in the Union or activities on behalf of the Union will not be tolerated. Those violating this policy will be subject to disciplinary action up to and including termination. It is understood that the Employer is an equal opportunity employer, consistent with all applicable laws.

Section 4.02 Harassment

Employees have the right, as protected by law, to work in an environment free from harassment and discrimination with regard to the protected classes described above. In general harassment may take many forms, but the most common forms include verbally inappropriate or offensive remarks, threats, abuse or intimidation that convey derogatory or ridiculing attitudes; unwelcome physical contact, touching, staring, following, or intimidating or hostile physical acts; and visual references such as offensive or obscene photographs, pictures, posters, drawings, calendars, notes, invitations, displays that shows hostility toward or denigrates or shows aversion towards an individual or group based upon a protected characteristic.

Section 4.03 Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly, a term or condition of employment, or is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise intimidating or offensive work environment.

The Employer shall provide anti-harassment and discrimination training upon initial hire, and every two years thereafter or more frequently if required by law.

Section 4.04 Violence in the Workplace

Violence, bullying and/or intimidation shall not be tolerated. The Employer shall immediately take appropriate action to ensure the safety of the reporting Employee. Additionally, the Employer shall investigate all reported acts of these behaviors.

Article V. Personnel Files

Section 5.01 Definitions

The term "Personnel Files" in this Section shall include all files and records the Employer keeps with respect to the Employee, including those mandated by law.

Section 5.02 Access to Records

Employees have the right to review their personnel files and the Employer shall make the Employee's personnel files available for inspection. If requested by the Employee or their authorized representative, the Employer must make a copy of the personnel file at the place where the Employee reports to work, or at another location agreeable to the Employer and the requester. If the Employee is required to inspect or receive a copy at a location other than the place where they report to work, no loss of compensation to the Employee is permitted. Personnel files must be made available for inspection within seven (7) calendar days of the request unless it is not practicable to do so.

Section 5.03 Signature

Signature endorsement by the Employee shall be requested for all evaluations and disciplinary actions. The signature only means that the Employee has received a copy of these documents and does not necessarily mean agreement with the contents. If the Employee refuses to sign an evaluation and/or disciplinary action, then the Employer shall simply write "Employee refused to sign" on that document and immediately provide a copy to the Union.

Section 5.04 Comments

The Employee may place in the file written comments in response to performance evaluations and disciplinary actions. Employee comments shall be a permanent part of the document responded to.

Section 5.05 Removal of Material

Material in the personnel file will be removed or otherwise deleted if the Employer and the Employee agree to do so, or as required by this collective bargaining agreement, except as required by law.

Section 5.06 Complimentary Material

If the Employer receives information of a complimentary nature pertaining to the work performance of any Employee, that information shall be forwarded to the Employee and their Supervisor. The Employer may place in their records written comments regarding complimentary material and such comments shall be a permanent part of the material.

Section 5.07 Anonymous Material

No anonymous material will be introduced into the file of any Employee. Such material placed in the file prior to the execution of this Agreement shall be removed and shall be given no weight or consideration for any purpose whatsoever.

Section 5.08 Secret Material

Any pertinent information gathered through disciplinary investigation must be added to the file. Material not in the file following a disciplinary investigation may not be used against the Employee as a basis for imposing discipline on the Employee.

Section 5.09 Confidentiality

Evaluations and personnel files shall be considered confidential and for internal use only by the Employee and the Employer and shall be kept in the employee's personnel file for the duration of their tenure. Evaluations shall not be disclosed to a third party without the written permission of the employee, except as required by law.

Article VI. Introductory Period

Section 6.01 Term of Introductory Period

For new hires, the introductory period shall be ninety (90) days. The introductory period shall be extended by the same amount of time an Employee is absent from work and/or on a leave of absence. Management shall conduct interim reviews with the new hire no less than two (2) times during the introductory period, including at the 30- and 60-day marks, to inform them of progress and any potential performance challenges. Management will inform the Union Field Representative and Employee, in writing, of any areas in which the Employee needs to improve in order to pass the introductory period.

Section 6.02 Release during Introductory Period

Release of an Employee during the introductory period shall not constitute discharge or lay-off under this CBA and shall not be subject to the grievance and arbitration procedure in this contract. The Employer will attempt to resolve performance issues that arise during the introductory period.

Section 6.03 Introductory Period for Promotions

For promoted Employees, the introductory period shall be sixty (60) days in order to assess performance and role design. This introductory period shall be extended by the same amount of time an Employee is absent from work and/or on a leave of absence. In addition, all rights and privileges related to Union representation and seniority remain in place during this time. If the individual fails to pass the introductory period in the promoted position, they shall return to their previous classification without a loss of seniority.

Section 6.04 Introductory Period for Tides Network Hires

For hires for Employees who held a similar position at Tides Network prior to their start at Tides Advocacy, the introductory period shall be thirty (30) days.

Section 6.05 No Discrimination

The Employer may not terminate an employee during their Introductory Period for the purpose of evading the Agreement or discriminating against union members. The Union may grieve such termination in accordance with the grievance and arbitration machinery set forth in this Agreement.

Section 6.06 Rate of Pay for Introductory Period

Employees in their Introductory Period shall be paid not less than the new hire rate of pay for their position during the introductory period.

Article VII. Discipline and Discharge

Section 7.01 Just Cause

The Employer shall not discipline or terminate an Employee who has successfully completed the introductory period of ninety (90) calendar days without just cause.

Section 7.02 Notification of Rights

Documentation used to record warnings or other disciplinary actions shall include notice to the employee informing them of their right to attach a rebuttal to the warning, and of their right to have union representation present during disciplinary meetings. Such documentation shall also incorporate discussion of the evidence or facts of the allegations.

Section 7.03 Progressive Discipline and Performance Management

When the Employer determines that the employee's performance or conduct does not meet minimum standards, this progressive discipline process shall be followed. The purpose of this process shall be to correct or improve upon the Employee's performance and/or conduct. Unless the Employer determines that the Employee's alleged performance and/or conduct meets the definition of a 'serious offense' (see below) and therefore warrants skipping one or more step(s), the Employer will use the following system of progressive discipline.

Progressive steps are:

1. Informal discussion (This step may be repeated based upon the severity of the alleged issue)
2. Verbal Warning (written documentation of warning shall be provided) (This step may be repeated based upon the severity of the alleged issue)
3. Written Warning, addressing the specific nature of the problem and the specific steps which must occur for remediation (This step may be repeated based upon the severity of the alleged issue)
4. Performance Improvement Plan, establishing specific benchmarks for performance and establishing a time period for evaluation. Employees may seek union representation in the development of these benchmarks and deadlines. At the conclusion of the evaluation period, the Employer, Employee, and Union Representative (if requested by the employee) shall meet to discuss whether the Performance Improvement Plan benchmarks have been met. (This step may be repeated based upon the severity of the alleged issue)
5. In the case of issues related to employee conduct, the next step shall be Suspension without compensation (including sick pay/vacation hours) for no more than ten (10) calendar days, with written documentation addressing the specific nature of the problem and the specific steps which must occur for remediation. (This step may be repeated based upon the severity of the alleged issue)
6. Termination of Employment

Nothing shall prevent the Employer from repeating one (1) or more steps in this system. In addition, the following may take place during an investigation:

1. Placing an Employee on Paid Administrative Leave (to protect the clients and/or volunteers, the Employee and the Employer when serious offense allegations are made). Serious offense allegations for which this step may be taken are defined below. Paid Administrative Leave is not a punitive step.

Section 7.04 Notification

- a) The Employer shall provide to the Employee and the Union Field Representative notice of a potential disciplinary action within ten (10) days of the event giving rise to the investigation, or of the assessment that performance is not meeting expectations and that a formal performance management process is required. If the Employee is unavailable at their worksite, notice by email and certified mail to their last known home address on file shall constitute sufficient notice under this section. Notification shall outline the reason for the investigation and/or disciplinary action and its possible outcome(s) and the Employee's right to representation.
- b) Once a written notice is received, it is the Employee's responsibility to seek Union representation. If an Employee elects, the Employee may self-represent. The Employer is required to schedule a meeting with the Employee and Employee's designated representative within five (5) business days of notification of investigation or disciplinary action.
- c) If the Union member, Union Representative if applicable, or the Employer is not available during this period, the timeline may be reasonably extended.
- d) A meeting will be held between representatives of the Employer, the Employee, and the Employee's designated representative(s) (a Shop Steward, and/or Union Field Representative) to discuss the disciplinary action, including but not limited to the allegation(s), if the allegation(s) constitute just cause for the discipline, alternatives to the disciplinary action, and how the Employee can improve their performance to correct the cause of the disciplinary action.

The notification requirements of this Article will extend to verbal warning. Written documentation, specifying the date and content of the verbal warning and the performance change required to remedy the cause of the verbal warning, shall be provided both to the Employee and a copy for their personnel file.

Section 7.05 Right to Attach Rebuttal

Employees have the right to attach a rebuttal to any disciplinary notice introduced into their personnel file.

Section 7.06 Sunset

Any discipline for a "non-serious offense," i.e., an offense other than a "serious offense" (defined below), shall be deemed null and void for disciplinary purposes after a twelve (12) month period, provided the employee has not received any further similar discipline during such twelve (12) month period.

Section 7.07 Serious Offenses

“Serious offenses” shall be defined to be fighting, theft, threats of violence, workplace violence, or harassment.

Section 7.08 Challenge to Discipline

The failure of the Union to challenge a warning at the time it is issued shall not preclude it from challenging same if the warning is later relied upon by the Employer to justify subsequent discipline.

Article VIII. Sick Leave

Section 8.01 Eligibility

Paid sick leave is available to all eligible Employees for periods of temporary absence due to illnesses or injuries, including for mental health reasons. Eligible Employee classification(s):

- * Regular full-time Employees
- * Regular part-time Employees
- * On-Call Employees
- * Temporary Employees

Section 8.02 Sick Leave Entitlement

All employees covered by this Agreement shall be entitled to twelve (12) days' sick leave with pay for each calendar year.

Section 8.03 Sick Leave Carry Over

Each employee shall have the option to carry over unused sick days from year to year, provided that no employee shall be permitted to accumulate more than one hundred sixty (160) unused sick hours at any time (20 days).

Section 8.04 Sick Leave for Provision of Care

The Employer provides for a reasonable number of paid days off due to an Employee's illness, injury, or that of the Employee's immediate family as defined by the San Francisco Office of Labor Enforcement Standards and the State of California (child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse or domestic partner under any state or local law). These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships.

Section 8.05 Use of Paid Sick Leave

San Francisco's Paid Sick Leave Ordinance provides that Employees may use paid sick leave not only when they are ill, injured, or for the purpose of received medical care, treatment, or diagnosis, but also to aid or care for a family member or a designated person (discussed below) when they are ill, injured, or for the purpose of receiving medical care, treatment, or diagnosis.

Sick leave may be used for mental health reasons. The Employee must provide reasonable notice to use paid sick leave.

Paid Sick Leave shall not be paid in increments less than one hour.

Absences of five (5) consecutive days or more may require a medical provider's certification to safely return to work.

In addition to immediate family members listed above, Employees may designate one (1) person for whom the Employee may use paid sick leave to provide care. The Employee must make this initial designation no later than thirty (30) hours after starting to accrue sick leave, and the Employer also provides an annual ten (10) day window during Open Enrollment to name or change the designated individual. To do so, the Employee must complete the Designated Individual form (Employer generated) in the New Hire Package (Employer generated). If the form is not returned to People & Culture within this window, the Employee waives the right to designate a person until the next Open Enrollment.

Days off for medical and dental appointments shall be treated as sick leave.

Section 8.06 Extended Medical Leave

As an additional condition of eligibility for sick leave benefits, an Employee on sick leave in excess of five (5) business days is encouraged to apply for any other available compensation and benefits, such as workers' compensation or state disability. Sick leave benefits will be used to supplement any payments that an Employee is eligible to receive from state disability insurance, workers' compensation or Tides-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the Employee's normal weekly earnings.

Section 8.07 Confidentiality

Employees shall not be required to divulge the details of their illness or other confidential medical information.

Section 8.08 Leave Share Bank

An Employee shall be eligible to receive donations of sick leave to be included in the Employee's sick leave balance if they are suffering from a medical emergency, defined as a medical condition of the employee or a family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave, apart from this leave-sharing plan, Leave share donation is intended to provide compensation to an Employee during an approved leave that would otherwise be unpaid. It cannot extend a covered leave of absence.

Participation as either a donor to or recipient of this program is entirely voluntary. Tides Advocacy will endeavor to keep the names of donor-employees and recipient-employees anonymous, except from employees involved in the administration of this program. Employees may publicize the option of making donations to the sick leave bank but should not solicit other employees to participate in this donation program.

The Parties agree that the Employer may open the Leave Share Bank up to non-bargaining unit members for donation and usage. Non-bargaining unit members requesting leave from the

Leave Share Bank shall be subject to the same eligibility requirements and terms as bargaining unit members.

Section 8.09 Leave Share Bank Set Up

Effective the later of January 1, 2024 or six (6) months following the adoption of this collective bargaining agreement by the Employer's Board of Directors, the Employer shall establish and maintain a "Leave Share Bank" for the purpose of collecting and holding donated leave.

Employees may make donations to this Bank during the months of March and September by contacting the People & Culture Department). Additionally the People & Culture Department shall send a reminder email/communication to staff two (2) times per year in February and August reminding staff of the ability to make "Deposits" into the Leave Share Bank as described in Section 8.10(f) below. These communications will include the then- current balance in the Leave Share Bank. Such notice shall also be provided when the total Leave Share Bank balance becomes less than or equal to eighty (80) hours (10 days). Notwithstanding the foregoing, the balance of the Leave Share Bank will be capped at nine hundred and sixty (960) hours and employees will not be permitted to contribute additional leave to the Leave Share Bank until it is brought below that cap.

Requests to access sick leave from the Leave Share Bank are handled on a first come first served basis, and there are no guarantees that donated time will be available when an employee requests leave because donations into the pool are voluntary.

Under this structure, employees separating from the organization would not be permitted to donate their accrued and unused balances at the time of separation.

Employees may voluntarily elect to donate up to eighty (80) hours (ten (10) days) of their accumulated paid sick leave to the pool per calendar year. Staff should be mindful of their remaining sick leave balance following the donation to ensure their ability to cover their own personal short-term sick leave needs should one arise.

Once a donation is deducted from the employee's balances, the donation is permanent and will not be returned. Donations are irrevocable. In addition, donor employees may not claim an expense, a tax deduction or a charitable contribution for any of the leave donated under this policy. The above language is not intended to prevent employees who have donated to the Leave Share Bank from subsequently requesting leave from the Leave Share Bank in the event of a medical emergency.

Section 8.10 Leave Share Eligibility

In addition to the eligibility requirements below an employee must also meet the requirements in Section 8.08 above.

- a) The recipient Employee must be past the introductory period and must be a full or part time Employee.

- b) The recipient Employee, the family of the recipient Employee, or other person designated by the recipient Employee must submit a request to the Chief People Officer.
- c) The recipient Employee is not eligible so long as they have paid leaves available; however, the request may be initiated prior to an anticipated date leave balances are exhausted.
- d) A medical verification indicating the duration of requested leave must be provided by the recipient Employee.
- e) A recipient Employee is eligible to receive only the amount of time needed to cover their approved leave.
- f) Donations shall be made in daily increments. Employees may donate up to ten (10) days of sick time, as long as a ten (10) day sick leave balance is maintained.
- g) Upon approval of a request by People & Culture, leave from the Leave Share Bank shall be moved to the recipient Employee's sick leave balance and all sick leave provisions apply, including integration with State Disability Insurance and Worker's Compensation Benefits. Such approval shall not be unreasonably denied. Employees remain responsible for applying for those benefits, as applicable. Employees are similarly responsible for applying for and processing Long Term Disability Insurance when and if applicable.
- h) Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted. Unused time will not revert to the donor.

Section 8.11 Leave Share Tax Consequences

The Parties intend for this program to comply with all applicable Internal Revenue Service (the "I.R.S.") regulations related to leave donation banks. As such, there are no tax consequences to an Employee who donated leave to the Leave Share Bank; the donating Employee may not claim the leave as income or as a deductible expense or loss. The Employee receiving the donated leave however does have tax consequences, in that the paid leave received by the Employee will be considered "income" for tax purposes. In other words, taxes are withheld and the income is included in the recipients W-2; it is not a "gift." The leave time is paid to the recipient at their base rate of pay or rate one. Liquidation of leave for cash is not permissible. Donations may only be used to compensate the recipient-employee for approved time off and donated time may not be used for unapproved absences. Leave Share Bank hours are exclusive of the provisions under the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and any other applicable state law regarding job protected medical leave, and do not change or extend the timeframes specified under these regulations.

Should it be determined that it is not in compliance with I.R.S. regulations (or any other applicable law), the Leave Share Bank will be suspended until the Parties can negotiate terms that bring the Leave Share Bank into compliance with applicable law.

Article IX. Grievance Procedure

Section 9.01 Grievances

In the event of any complaints, disputes or grievances arising between the Parties hereto involving questions or interpretation or application of any clause of this Agreement, or any acts, conduct or relations between the Parties, directly or indirectly, the following procedure will be followed.

Section 9.02 Grievance submission

Grievances must be submitted within thirty (30) working days of the alleged violation or the date the Employee was made aware of the violation or which the Employee reasonably should have known of the violation; otherwise the right to grieve is lost, or the date that the Union Representative is made aware of it, whichever is latest. This deadline may be extended in specific cases upon mutual agreement of the Parties.

Section 9.03 Grievance Stages

In the case of termination, the grievance procedure shall begin with Step II.

Step I

Grievances shall initially be taken up orally by the Employee and/or the Shop Steward with the immediate supervisor in an attempt to settle the matter on an informal basis. The Employer shall respond to the grievant or Shop Steward and/or Union Field Representative with its decision no more than seven (7) business days after the grievance is presented.

Step II

If the grievance is not satisfactorily settled at Step I, the Employee or the Union may submit a written grievance to the Chief People Officer or their designee. The Chief People Officer shall not designate a manager who has previously been party to the grievance to serve as their designee. The 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 in which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward, and/or Union Field Representative. The submission of a written grievance must be submitted within seven (7) business days of the conclusion of Step I. The Employer shall schedule to meet with the grievant, the Shop Steward, and/or the Union Field Representative within seven (7) business days of the submission of the grievance. A written response will be provided within ten (10) business days of said meeting, unless extended by mutual agreement. If the matter is not resolved, the aggrieved party may proceed to Step III. Such action must be taken within ten (10) business days of receipt of the Employer's written response.

Step III

If the grievance is not satisfactorily settled at Step II, the Employee or Union may submit a written grievance to the Chief Executive Officer (CEO) or their designee. The CEO or their

designee will schedule and attend a meeting between the Parties in an attempt to resolve the grievance. The CEO or their designee will issue a written response within ten (10) business days of the meeting. If the grievance remains unresolved, the Union may proceed to Step IV. The CEO shall not designate a manager who has previously been party to the grievance to serve as their designee.

Step IV

If the grievance remains unresolved, it may be referred by the Union to binding arbitration with notice to the Employer. Such a request must be made within ten (10) business days after receipt of response to Step III. Upon receipt of the written request for arbitration, the Employer and the Union shall meet to select a mutually agreeable impartial arbitrator. In the event that the Parties are unable to mutually agree upon an impartial arbitrator within ten (10) business days of the written request, then either Party may request a panel of arbitrators from the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. The Parties will alternately strike a name from the panel furnished until one (1) name remains. The Parties shall flip a coin to determine which Party shall begin the process. Both Parties will share equally in the cost of arbitration. Unless mutually agreed, the Party requesting a court reporter shall pay any cost associated with their attendance; however, each Party will bear its own cost of representation. The arbitrator will have no authority to add to, subtract from or modify any terms of this Agreement. The decision of the arbitrator will be final and binding upon both Parties.

Section 9.04 Additional Provisions

If a grievance is not presented by the grievant within the time limits set forth above, it shall be considered "waived" and may not be pursued further. The Parties by mutual agreement in writing, may:

1. Extend any of the time limits set forth in this Article, such as in the event of vacation or leave by the grievant. Such requests will not be unreasonably denied; or
2. Skip steps in a specific instance. In the absence of such a mutual agreement, the failure of the Employer to respond within the time limits prescribed herein will automatically advance the grievance to the next step. If a dispute arises concerning the timeliness of a grievance, the Parties will first arbitrate the timeliness issue separate from the merits of the case and only proceed to the merits of the grievance if the arbitrator finds that the grievance was timely filed.

Section 9.05 Dispute resolution

The grievance 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.

Section 9.06 Willful violations

Effective for instances which arise after the effective date of this Agreement, if the Employer is found by the Arbiter to have (1) shown a pattern of repeated violations of a similar type and nature which supports a finding of an intentional and bad faith contractual violation; or (2) willfully violated a clearly defined contractual provision or established practice, and that in either

case above, i.e., (1) or (2), where such violation has resulted in a monetary award to the affected employees the Arbiter shall award to such employees an additional amount equal to fifteen percent (15%) of the awarded amount. It is understood that this provision shall not apply to situations where the Arbiter finds that the Employer has relied upon a reasonable good faith interpretation of the Agreement(s).

Section 9.07 No Discrimination

No employee shall be discriminated or retaliated against for filing a grievance.

Article X. Leaves of Absence

The Employer will continue to follow all legal requirements related to legally mandated leaves.

In the event of a change in the law that exceeds the minimum standards set forth in this Collective Bargaining Agreement, the law shall supersede the terms of this agreement.

Section 10.01 Voluntary Leave

It is the Employer's policy to consider granting leaves of absence to eligible Employees who must be away from their jobs for reasons of civic duty or due to circumstances beyond their control. Such leaves may be granted with full pay, partial pay or without pay. Generally, the circumstances under which leaves will be considered are set forth below. The Employer follows all applicable state and federal leave laws, including FMLA and CFRA. People & Culture shall be contacted to confirm the Employee's specific eligibility and pay status for any leave of absence that may become necessary. Possible reasons for such leaves of absence include but are not limited to those enumerated in this Section.

Section 10.02 Jury and Witness Duty Leave

The Employer shall grant paid leave to Employees who are called for jury duty or subpoenaed to testify as a witness in order to fulfill their civic obligations. The Employee will need to present an official payment voucher or subpoena to the Employer as proof of attendance. Jury duty leave will only be paid for days when the employee is normally scheduled to work.

Section 10.03 Tides Advocacy-Sponsored Paid Family Leave

Tides Advocacy provides pay to regular employees who need time off to care for themselves or family members. An employee may qualify for family leave if any of the following apply:

- To prepare for the birth of a child
- To care for a newborn child
- For adoption or foster care placement of a child
- To care for a spouse, child, or parent with a serious health condition
- To take care of the employee's own serious health condition
- To transition employees or spouses who are called to active duty
- One other person designated by the Employee as described in Section 8.05

These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships.

Employees shall be entitled to twenty (20) days of Tides Advocacy-Sponsored Paid Family Leave. All employees are eligible for Tides Advocacy-sponsored paid leave upon hire.

Section 10.04 Domestic Violence, Stalking, or Sexual Assault Leave

If an Employee is a victim of domestic violence, stalking, or sexual assault, the Employee may take an unpaid leave of absence. Accrued but unused paid time off benefits (vacation, sick) and/or any available donations from the Leave Share Bank may be used for this type of leave. The maximum length of unpaid leave an Employee may take under this policy is twelve (12) weeks. Reasons for leave include:

- To obtain or attempt to obtain any legal relief, including but not limited to a temporary restraining order or other injunctive order.
- To help ensure the Employee's or the Employee's child's health, safety or welfare.
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- To seek medical attention for injuries caused by domestic violence or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence, stalking, or sexual assault.
- To participate in safety planning and to take other actions to increase safety from future domestic violence.

Employees who are victims of domestic violence, sexual assault, or stalking and who may need a reasonable accommodation for their safety at work should contact their Manager or People & Culture to discuss the need for an accommodation. If an employee requests accommodation to ensure their safety at work, the Employer will engage in a timely, good faith interactive process with the employee to determine whether effective, reasonable accommodations exist. The Employer will make reasonable accommodations unless an undue hardship will result.

The Employer will not discriminate or retaliate against an employee because of their status as a victim of domestic violence, sexual assault, or stalking.

Section 10.05 Pregnancy Disability Leave

When an employee is disabled due to pregnancy, childbirth or related medical conditions, they are eligible for unpaid leave from work without regard to length of service. The length of pregnancy disability leave will be determined by the employee's medical provider, up to the number of days that the employee normally would work within four (4) calendar months. Such leave will run concurrently with FMLA leave.

Leave for disability due to pregnancy, childbirth or related medical conditions does not need to be taken in one continuous period of time. Pay and benefits available to employees on disability leave due to pregnancy, childbirth or related medical conditions are the same as provided to employees on leaves due to their own serious health condition as described in the FMLA Policy.

Reasonable requests for work modifications, transfers of job duties, transfer of the employee to a less strenuous or hazardous position, or other accommodations will be made if a request based on the advice of the pregnant employee's health care provider should be made to People & Culture. The Employer will engage in a good faith interactive process to determine whether accommodations are feasible.

If an employee needs to take pregnancy disability leave, reasonable advance notice shall be submitted to People & Culture together with a healthcare provider's statement (i.e. Tides Advocacy-provided form) certifying the last day that the employee will be able to work and her expected date of return.

An employee may choose, but is not required, to use accrued vacation or sick time during a pregnancy disability leave.

Section 10.06 Organ and Bone Marrow Donor Leave

Employees who have worked at Tides Advocacy for a minimum of ninety (90) days and are donors of organ or bone marrow may take unpaid time off in any rolling one-year period as follows:

- Up to thirty (30) business days of leave to donate an organ to another person.
- Up to five (5) business days of leave to donate bone marrow to another person.

During a leave for organ/bone marrow donors, the Employer will continue to provide and pay for any group health plan benefits to the extent that the employee was enrolled before the leave of absence.

Employees who wish to take a leave of absence to donate bone marrow or an organ may be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation.

The Employer may require the employee to use up to five (5) days of sick leave and/or vacation during a leave for bone marrow transfer and up to two (2) weeks of sick leave and/or vacation during a leave for organ donation.

Section 10.07 School Activities and Suspensions Leave

Employees are encouraged to participate in the school activities of their child(ren). Employees may take unpaid leave subject to the following conditions:

- Parents, guardians, or grandparents having custody of one (1) or more children in kindergarten or grades one (1) to twelve (12) may take time off for a school activity;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year;

- Employees planning to take time off for school visitations must provide as much advance notice as possible to their Manager;
- If both parents are employed by Tides Advocacy, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by their Manager;
- Employees must use available vacation leave if they wish to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay, and
- Employees may be requested to provide their Manager with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their Manager as soon as possible before leaving work. No retaliation will be taken against an employee who takes time off for this purpose. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships.

Section 10.08 Bereavement Leave

Employees will receive up to five (5) days' paid leave upon the death of an employee's family member for the purpose of being bereaved and/or attending to any obligations. These bereavement days need not be taken consecutively. When the family member lives out of the country and the obligations will be outside of the contiguous United States, bargaining unit employees will receive up to an additional five (5) days paid leave to travel.

For purposes of this Section, the term "family member" shall be defined as a spouse or domestic partner, children, parents and legal guardians (including in-laws), siblings (including in-laws), grandparents (including in-laws), grandchildren, a relative living with the employee, or the parents or children of a spouse or domestic partner. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships. Any person with whom the affected employee has a demonstrably strong familial affinity that is not mentioned by one of the aforementioned family relationships shall also be considered by People & Culture within twenty four (24) hours of a request by the employee to People & Culture.

Section 10.09 Return From Extended Leave

An employee returning from leave shall be placed in their original job or, in the case of leave in excess of six (6) months to an equivalent job with equivalent pay, benefits, and other employment terms and conditions as they occupied before the leave.

Section 10.10 Continuation Of Benefits

An employee on unpaid leave of absence shall not continue to accrue employee benefits during such leave once they have exhausted their accrued benefits, except that, for employees on medical leave, the Employer shall continue to pay its share of the premium cost of the employee's and their eligible family members medical and dental insurance as per Article XXX.

Section 10.11 Intermittent or Reduced Work Schedule Leave

Leave may be taken through either a reduced working schedule or on an intermittent basis if such an arrangement is recommended by the applicable health care provider, or where such an arrangement is mutually agreed upon by the Parties. Where an employee takes leave on a reduced work schedule or intermittent basis, the Employer may transfer the employee temporarily to an available alternative position with equivalent pay and benefits if it better accommodates the recurring periods of leave. Prorated vacation, personal and sick time will be earned based on the number of hours worked.

Article XI. Holidays

Section 11.01 Recognized Holidays

The Employer shall grant to all employees covered by this Agreement the holidays listed below with pay:

- Martin Luther King Day
- Presidents' Day
- Cesar Chavez Day
- Decoration/Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Armistice/Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- End of Year Closure
- Three (3) Floating "Optional Holidays"

If a holiday falls on a Saturday or Sunday, the holiday may be recognized on the preceding Friday or following Monday.

Section 11.02 Part-Time Employees

Part-time Employees receive holiday benefits dependent on their regularly scheduled hours.

Section 11.03 No Cash-Outs

There will be no 'cash-outs' of holiday hours.

Section 11.04 End-of-Year Holiday Closure

Tides Advocacy offices will be closed from December 24th to January 1st, inclusive. The office closure is paid time and will not require entering or using vacation time.

Section 11.05 Paid Office Closures

Tides Advocacy may choose to hold paid office closures as needed. Any paid office closures must apply to all employees. Unpaid office closures are not allowed.

Section 11.06 Compensatory Days

Employees will be entitled to receive one (1) day of compensatory time when engaged in Employer-required travel for one (1) full non-work (weekend/holidays) day.

Compensatory time may only be used with the approval of the employee's supervisor and shall not be eligible to be paid out to the employee at any time, including at the end of employment.

Section 11.07 Optional Holidays

The use of optional holidays shall not be unreasonably denied. Optional holidays shall not "roll-over" from one year to the next.

Article XII. Vacation Leave

Section 12.01 Accrual of Vacation

For all regular Employees, vacation time accrual balances are updated every pay period, in accordance with the table below. No vacation time benefits are accrued while the Employee is on an unpaid leave of absence.

Length of Service	Annual Accrual	Maximum Accrual (CAP/hours)
Start – 12 months	15 Days (120 hrs.)	26.25 Days (210 hrs.)
13 months – 84 months	20 Days (160 hrs.)	35 Days (280 hrs.)
85+ months	25 Days (200 hrs.)	43.75 Days (350 hrs.)

Section 12.02 Scheduling Vacation

Advance approval is necessary for all vacations. Employees must complete a vacation request, notify their manager of that request, and have it approved by their manager prior to the beginning of the requested vacation. For vacation requests of three (3) or more days, employees must submit their requests at least ten (10) business days in advance and the Employer will respond to vacation request(s) within ten (10) business days of the submission of the request. For vacation requests of two (2) or fewer days, employees may request such vacation with less than ten (10) business days advanced notice. The Employer will respond as soon as practicable following receipt of the requests. Employees are expected to discuss their vacation requests with their manager prior to submitting their formal vacation request through the HRIS database. Accrued vacation time cannot be taken until after successful completion of the introductory period, unless agreed by the Employer prior to hire date, and at no time can an Employee take more vacation than has been accrued.

The Employer will not unreasonably deny employees' vacation requests; however, approval will be subject to the operational and staffing needs of the Employer. Where operational and staffing needs prevent multiple vacation requests from being approved as submitted, timing of requests shall generally determine the order of preference. If an employee believes their vacation request has been unreasonably denied, they may raise their concerns to the Chief People Officer or their designee. The Employer shall provide not less than sixty (60) calendar days advance notice of key initiatives where operational or staffing needs prevent fulfillment of new vacation requests for the organization or specific departments, such as during the annual audit or in advance of election dates relevant to the work. Approved vacation requests submitted not more than six (6) months prior to the requested time off will not be subsequently cancelled. For approved vacation requests submitted more than six (6) months in advance of the requested time off, the Employer reserves the right to review the request based on operational or staffing needs up to sixty (60) calendar days prior to planned vacation leave.

Section 12.03 Carryover

The Employer encourages all Employees to take their earned vacation time each year. However, if the Employee does not use their entire vacation time in the year after it is accrued, the remaining balance is carried forward up to the maximum accrual limit. Once an employee reaches the maximum accrual limit, they will stop accruing additional vacation leave until they use sufficient vacation leave to get below the applicable maximum accrual limit. Employer will ensure that Employees have access to their current vacation accrual amounts through the HRIS database.

Section 12.04 Pay Out Upon Termination

Any available vacation accrued pro-rata through the final date of employment will be paid to an Employee upon termination of employment.

Article XIII. Sabbatical

Recognition shall happen one time per anniversary (five (5); ten (10); fifteen (15); twenty (20) years and every five (5) years until separation). All sabbatical leave must be taken within the twenty-four (24)-month period following the anniversary date. An employee who is unable to take their sabbatical leave within the twenty-four (24)-month period following the anniversary date for any reason must request an extension in writing to the Chief People Officer.

Approval for an extension to take sabbatical leave after the twenty-four (24)-month period following the anniversary date shall be at the sole discretion of the Employer. This benefit shall be prorated for part time employees.

- After five (5) years of Tides service a two (2) week (eighty (80) hours) sabbatical shall be granted.
- After ten (10) years of Tides service a four (4) week (one-hundred and sixty (160) hours) sabbatical shall be granted.
- After fifteen (15) years of Tides service a six (6) week (two-hundred and forty (240) hours) sabbatical shall be granted.
- After twenty (20) years of Tides service a six (6) week (two-hundred and forty (240) hours) sabbatical shall be granted.

Sabbaticals for five (5) years of service must be taken over two (2) contiguous weeks. Subsequent sabbaticals may be taken in no more than two (2) parts, except as mutually agreed upon by the Parties.

Employees shall submit written requests for sabbatical leaves of two (2) weeks (80 hours) or less at least two (2) weeks prior to the requested beginning date of their sabbatical. The Employer shall promptly acknowledge receipt of each sabbatical request.

Employees shall submit written requests for sabbatical leaves of more than two (2) weeks (80 hours) at least six (6) weeks prior to the requested beginning date of their sabbatical. The Employer shall promptly acknowledge receipt of each sabbatical request. The Employer shall respond in writing within two (2) weeks of the request being made. Employees may submit a sabbatical request with less than six (6) weeks' notice.

Sabbatical leave approval may be denied by the Supervisor based on staffing requirements and/or to ensure minimum coverage for the Agency.

Approval of such will not supersede the vacation schedule of another employee.

Employer shall not rescind an approved sabbatical if documentation can be provided as proof of nonrefundable payment for travel and/or lodging.

Sabbatical leave shall be paid time with no loss of Benefits or seniority.

Article XIV. General Terms

Section 14.01 Terms of Agreement

The Agreement will be effective upon ratification by the Bargaining Unit and adoption by the Tides Advocacy Board of Directors and will remain in full force and effect until and through December 31, 2025, and thereafter, from year-to-year, unless notice to amend, modify, or terminate is served by either Party at least one-hundred twenty (120) days prior to the anniversary date of this Agreement. Except where another effective date is explicitly stated, all terms and conditions of this Agreement will become effective upon Board adoption.

Section 14.02 No Strike, No Lockout

It is mutually agreed and understood that during the period that the terms of this Agreement are in force and effect the Union will not authorize or engage in any strike, slow down, or work stoppage. The Employer agrees not to conduct a lockout against any of the Employees covered by this Agreement during the term of this Agreement.

During the term of this Agreement there shall be no lockout, strike or stoppage of any kind pending the determination of any complaint or grievance by an arbiter and for a period of ten (10) days thereafter, and then only for the refusal of either Party to abide by such determination.

Nothing herein shall require any bargaining unit employee to cross a lawful picket line.

Section 14.03 Severability

Should any part hereof or any provision herein contained be rendered or declared illegal, unenforceable, or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the Parties agree to meet as soon as possible after learning of the invalidation and negotiate substitute provisions to achieve the goal and intent for such parts or provisions rendered or declared illegal, unenforceable, or an unfair labor practice. If the Parties cannot agree on substitute provisions, the Parties shall submit the matter to an Arbitrator as provided for in Section 9.03, Step IV for resolution and establishment of substitute procedures. The remaining parts or provisions shall remain in full force and effect.

Section 14.04 Entire Agreement

It is agreed that all existing policies and procedures as contained in the existing Tides Advocacy Employee Handbook (dated December 1, 2018), not in conflict with the provisions of this Agreement, shall remain in effect. The Employer shall furnish the Union, not less than ninety (90) calendar days in advance, with a copy of any proposed changes of the existing policy(s) and procedure(s). The Union shall have the right to bargain over any said changes.

All employees and the Union will be given a copy of the Tides Employee Handbook and any changes that may be implemented during the term of this Agreement.

Except as otherwise set forth in this Article, this Agreement contains all provisions agreed upon by the Parties. Any prior verbal agreements, understandings, side agreements, and practices are binding only to the extent that they have been reduced to writing and incorporated into this Agreement.

No policies, personnel manuals or rules promulgated by the Employer shall derogate or detract from the rights or benefits granted to the employees by this Agreement.

This Agreement may be amended only in writing, signed by the Parties.

Section 14.05 Bargaining Obligation

a) Full Understanding.

It is intended that this Agreement sets forth the full and entire Agreement of the Parties regarding the matters set forth herein and all other topics subject to bargaining; and, therefore, any other prior or existing agreements by the Parties, whether formal or informal, written or unwritten, regarding such matters, are hereby superseded or terminated in their entirety.

b) No Interim Bargaining.

It is agreed and understood that during the negotiations which culminated in this Agreement each Party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter proposals with respect to any matter subject to bargaining; and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

c) Modification.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the Parties, unless made and signed in writing by all of the parties to this Agreement; and if required, approved and implemented by the Tides Advocacy Board of Directors.

d) Waiver.

The waiver of any breach, term or condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 14.06 No Loss

No employee currently employed as of the effective date of this agreement shall suffer any loss of benefits, terms, or conditions of employment as a result of this agreement.

Section 14.07 Ratification

This agreement shall be subject to a ratification vote of the members of the Bargaining Unit and adoption by the Tides Advocacy Board of Directors.

Article XV. Collective Decision Making

Section 15.01 Labor Management Committee

The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. The Parties recognize the value of staff feedback related to the employee's individual work, the development of job descriptions, and the direction of the organization.

To that end, a Labor-Management Committee shall be established and shall be composed of up to three (3) Management representatives of the Employer and of up to three (3) Employee representatives of the bargaining unit. The Union Field Representative may also attend as determined by the Bargaining Unit. Should the items to be discussed require the attendance of additional representatives from either side, either side may designate up to two (2) additional representatives. Employee representatives will be selected by the Union.

Meetings will be held monthly, or as agreed to by the Parties unless cancelled by mutual agreement. The committee shall meet on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern that relate to the collective bargaining agreement and the general operation of Tides Advocacy, including but not limited to: health and safety, policies and procedures, budget, planning, new or revised positions or duties and other staffing issues.

The Committee may establish sub-committees, which shall have equal representation from both the Union and Management, to address specific issues.

Committee meetings shall be for the purpose of discussion and providing recommendations and not for the purpose of initiating or continuing collective bargaining, nor shall the Committee have the authority to in any way modify, add to, or subtract from the provisions of this Agreement.

The Union shall not waive its right to grieve or arbitrate issues that are otherwise grievable or arbitrable pursuant to the terms of this Agreement by raising such issues at the Committee.

The Employer and the Union shall consider in good faith recommendations made by the Committee.

Section 15.02 Board Transparency

Tides Advocacy agrees to take the following steps to promote board transparency with regards to financial, organizational strategy, and governance matters.

- a) The Board of Directors will distribute to Tides Advocacy staff a schedule of the times and locations of all Board meetings.
- b) All members of the Board of Directors and executive leadership will comply with the organization's then-current conflict of interest policy.
- c) Board of Directors meeting minutes and non-confidential supporting documents will be provided to the Labor-Management Committee on a quarterly basis.

Section 15.03 Management Rights

Except as limited or modified by this agreement and the Employer's obligations to bargain with the Union, The Employer shall have the right to direct its employees in performance of the work of the organization. The Employer shall have the right to lay off, promote, or transfer any employee, subject to the terms of this collective bargaining agreement.

Article XVI. Hiring and Promotions

Section 16.01 Open Positions

All positions that become open within the Tides Advocacy Administrative Office shall be made known to staff via work email and on organizational message boards. Such postings shall be made at least seven (7) calendar days before information about these openings is distributed publicly (the "Internal Posting Period."). The Parties may agree to waive this timeline where there are no qualified internal candidates for a particular position.

Postings will include rate of pay, union status, location (including, remote or hybrid work status), and minimum qualifications required.

All job postings for positions at the Tides Advocacy Administrative Office shall inform applicants that Tides Advocacy is an equal opportunity employer, and/or encourages employees from historically marginalized backgrounds to apply.

Job postings for Tides Advocacy positions shall not include activity requirements that are not related to the actual needs of the position and which may inadvertently or otherwise exclude qualified applicants with disabilities. The Employer retains the right to determine the content of each job description, subject to the provisions in Article XVII.

Should an employee or applicant need a reasonable accommodation, they may make such a request to People and Culture consistent with their legal and contractual rights as applicable.

Section 16.02 Applicant Priority

Priority for filling vacant bargaining unit positions shall follow the proceeding steps.

a) Recall

The first priority for filling vacancies shall be given to Tides Advocacy employees on layoff. Recall shall follow the process as described in Article XVIII (Seniority and Layoffs).

b) Internal Applicants

If there are no qualified and interested employees on the recall list, qualified internal applicants who submit applications within the Internal Posting Period will be interviewed before any external candidates are interviewed.

c) External Applicants

Nothing herein shall prevent Tides Advocacy from posting for bargaining unit positions externally upon the expiration of the Internal Posting Period set forth above.

At the discretion of the hiring manager, with input from the hiring committee, hiring of internal candidates can be made prior to review of external applications. In the event that the hiring manager, with input from the hiring committee, finds a suitable candidate, they may decide to make an offer to the internal candidate, and not proceed through the external hiring process.

Internal candidates who are not selected shall be advised upon areas of improvement or experience that would make them a stronger candidate for higher level positions.

Section 16.03 Interview/Hiring Process

Management shall notify staff of job postings, and will establish hiring committees of bargaining- and non-bargaining unit members to ensure diverse representation for open bargaining unit positions.

The union will designate two (2) bargaining unit members on a hiring committee for a given position within ten (10) calendar days upon notice of that job posting . If there are insufficient volunteers for any hiring committee, the hiring manager may still move forward with the hiring process.

The hiring committee, including the Chief Executive Officer or their designee(s), will collaborate to evaluate all qualified internal applicants selected to be interviewed and, if necessary, all qualified external candidates. The hiring manager and People & Culture will facilitate a debrief process with the hiring committee as a group to discuss the candidates. The input of each hiring committee member is encouraged. The hiring manager shall make the final hiring decision.

Section 16.04 Conflict of Interest

In the event that a member of the hiring committee or the hiring manager has a past personal or professional relationship with an external candidate for a position, the conflicted individual(s) shall disclose such conflict to People & Culture prior to the interview process. The conflicted individual(s) may be required to recuse themselves from the hiring process involving the candidate with whom they have a past relationship, if requested by People & Culture . Employees who are applicants for a position shall not be part of the hiring committee for that position. Members of the hiring committee and the hiring manager will not be eligible for a referral bonus.

Section 16.05 Promotions

Tides Advocacy typically makes decisions regarding promotions and role changes during the annual review process. Notwithstanding the foregoing, Employees may submit a request for promotion through a title change (such as the addition of senior, chief, strategic, to their existing title), and/or to a higher position in their career ladder at Tides Advocacy, to be accompanied by increased compensation, within their department at any time during the duration of their employment. Management may offer such promotions to bargaining unit staff without following the hiring process outlined above.

Nothing in this Agreement establishes a guarantee of promotion to employees. Promotions and other role changes will be reviewed and approved by People & Culture and the applicable manager. Employees requesting such promotions who are not selected shall be advised upon areas of improvement or experience that would make them a stronger candidate for higher positions.

Employees who wish to be promoted by being hired into a vacant job position outside of their career ladder at Tides Advocacy must follow the interview process outlined through Sections 16.01-16.03 above.

Article XVII. Job Descriptions

Section 17.01 Job Descriptions

The Employer shall maintain a written job description for each internal title within the bargaining unit. All written job descriptions are guides to the general duties of the role.

Section 17.02 Changes in Job Descriptions for Bargaining Unit Positions

The Parties agree that encouraging career growth and adequate compensation/recognition is important to the success of the organization. For any proposed change in job descriptions, the Parties shall meet and confer to negotiate the impacts of the proposed changes. .

In the event that the Employer initiates discussions regarding a job description change, the Employer will notify the Union Field Representative and Union Stewards in writing thirty (30) calendar days in advance of said changes. The Parties may waive this notice requirement upon mutual agreement.

In cases where changes in job descriptions are mandated by grants or other legal mandates, the Employer shall notify the Union Field Representative and Stewards in writing and provide written proof of such.

When there are impactful changes to an employee's workload, they are encouraged to discuss those changes with their supervisor. If the employee and their supervisor are unable to reach a resolution, the Parties shall meet and confer over the issue upon the request of either Party.

Section 17.03 Job Descriptions for New Positions

When Tides Advocacy plans to create new positions within the bargaining unit, at SEIU's request, the Parties shall negotiate the compensation of such new positions, and over any potential impact on the bargaining unit. SEIU shall make its request to bargain within fifteen (15) calendar days of receipt of notice from management of the proposed job description for the new position. The Parties may waive this timeframe by mutual agreement. If SEIU does not request to negotiate within this timeframe, Tides Advocacy may move forward with implementing the new position.

Article XVIII. Seniority and Layoffs

Section 18.01 Seniority

The Parties agree to abide by the principle of seniority for layoffs provided the remaining employees are able to perform the available work by virtue of prior experience and training (as defined by the minimum qualifications) and/or having successfully performed such work, as set forth in Section 18.04. Subject to the provisions of this Agreement, management may designate the job title(s) and/or department(s) in which layoffs shall occur.

Seniority, for the purpose of layoff, is defined as continuous employment with Tides (both Advocacy and Network) starting from the first date of hire as regular (full time/part time) Employee. A seniority list shall be maintained by management. The list shall include the name, address, zip code, job title, and date of hire. The list provided to any Employee will include only the name and date of hire. The Employer shall, upon request, provide the Union with a list of all new hires into the Unit, terminated Employees from the Unit, and the Employees in the Unit who are on leave of absence.

Staff who started as temporary employees hired directly by Tides Advocacy and were later hired as regular status employees into bargaining unit positions shall use their initial hire date by Tides Advocacy as their seniority date, as described in Section 25.03. Staff who started as temporary employees through an agency and were later hired as regular status employees into bargaining unit positions shall use the start date of their assignment with Tides Advocacy as their seniority date.

Any employee returning within twelve (12) calendar months or less shall have their previous years of service credited to them for the purposes of seniority and benefits. This provision also applies to temporary employees who are later hired as regular status employees with Employer. Returning employees shall not receive credit towards seniority or benefits for the duration of the layoff.

Section 18.02 Layoff Notification

The Employer will notify the Union and impacted employees no less than sixty (60) calendar days prior to the effective date for any layoffs. Layoff notifications to the Union shall include employee name(s), title(s), and reasoning for such layoffs. While the Employer is privileged to make the decision to layoff, the Union, the Employer, and the Employee(s) involved shall meet to negotiate over the effects of the layoff(s) other than those already addressed herein. Any Party may propose alternatives to layoffs during this process.

Section 18.03 Severance

Within seven (7) calendar days following issuance of a layoff notice under Section 18.02, at the request of either Party, the Employer and the Union will meet to negotiate over a severance package for impacted employees.

Section 18.04 Seniority and Layoff Process

When a reduction in the workforce is needed due to lack of work and/or lack of funds, the principle of seniority shall prevail provided the remaining employees are able to perform the available work by virtue of prior experience and training and/or having successfully performed such work; provided:

- a) When implementing layoffs, management will release temporary and introductory employees in the job title or department being reduced before laying off regular status employees within the bargaining unit.
- b) When implementing layoffs, employees in the impacted job title or department not designated for layoff may volunteer to take the place of an Employee identified for layoff and only if the remaining employees are able to perform the duties by virtue of prior experience and training. The Employer reserves the right to determine which, if any, voluntary offers to accept under this provision.
- c) Affected non-introductory Employees in the bargaining unit will be offered an open position in the bargaining unit by seniority provided they are able to perform the available work by virtue of prior experience and training.

Special project employees connected to specific funding restricted to those positions are outside this process.

Section 18.05 Medical Coverage for Laid Off Employees

If a layoff occurs, and the Employee is enrolled in one of the Employer's health benefits, the Employer will continue to pay for coverage for two (2) months following the month in which their layoff was effective (e.g., if an employee's layoff is effective in July, Employer will continue to contribute towards the Employee's healthcare coverage in August and September). Laid off Employees will have all rights to COBRA coverage under the law. Employees seeking to access this benefit must sign up for COBRA coverage within the timeframe prescribed by law, as the benefits will be provided through COBRA.

Section 18.06 Recall Rights

- a) Employees in the bargaining unit shall remain on the layoff/recall list for twelve (12) months after a layoff. The Employer shall recall all laid off Employees prior to the hiring of any new Employee for which the laid off Employee(s) meet(s) the qualifications of the position. Recall shall be accomplished by seniority order. If a position becomes available for which the laid off Employee meets the minimum requirements, the Employee shall be offered the position.

An Employee called back to a position in a different department from which the Employee was laid off shall serve a sixty (60) calendar day introductory period for which they will be entitled to all rights, privileges and protections related to Union representation and seniority including termination for cause.

In the event that an Employee is not satisfied with the new position, or in the event that the Employer is not satisfied with the Employee's performance in the new position, the Employee, the Employer, and the Union shall meet to discuss alternatives and/or other options. If none are found, the Employee shall return to layoff status. Upon return to the layoff list, the Employee shall have recall rights for the remainder of the twelve (12) month layoff period. An Employee who returns to layoff status under this subsection shall not receive any extension of health benefits as provided for in Section 18.06 above, excepting COBRA coverage

An Employee called back to a different position from which they were laid off shall have the right to return to the position of original layoff should a vacancy subsequently occur in that position, within twelve (12) months of the recall date, provided that the Employee meets the minimum requirements of the position.

- b) Employees on layoff shall be responsible for informing the Employer of their current contact information while on layoff.

Section 18.07 Recall Notification

The Employer shall inform the Employee(s) eligible for recall, Union stewards and the Union Field Representative of recall by email. The Employee shall have ten (10) business days from the date on which the email was sent to inform the Employer (as specified in the recall notice) if the position is accepted. After this period, the Employer may proceed with the hiring process as described in Article XVI (Hiring and Promotions). If an Employee rejects recall, such rejection shall be made in writing within the same period of ten (10) business days and the Employee shall be removed from the seniority and layoff lists. In the event that the Employee responds within thirty (30) calendar days of the notification, but after the ten (10) business day deadline, and the position has otherwise been filled, the Employee shall remain on the seniority and layoff lists. Failure to respond to a recall notification will constitute a rejection of recall, and will cause the Employee to be stricken from the seniority and layoff lists.

Section 18.08 Seniority During Absence

Seniority is continuous during authorized leaves of absence of six (6) months or less. If an employee returns after an authorized leave of absence in excess of six (6) months, their seniority shall be reduced by the period of leave in excess of six (6) months.

Article XIX. Professional Conference Leave and Professional Development

Tides Advocacy supports employees who wish to continue their education to secure increased responsibility and growth within their professional careers. Employees and their supervisors shall work collaboratively to develop an employee's annual growth plan.

Section 19.01 Professional Conference Leave

Employees may utilize a maximum of five (5) work days (forty (40) hours) with pay each calendar year to voluntarily attend conferences, seminars, distance learning (which can include such methods as online courses, video conferencing, seminars, webinars, and book courses), and workshops which are related to an employee's individual growth plan, provided:

- a) The employee receives prior approval from their direct supervisor in advance specifying the conference, seminar, distance learning or workshop they wish to attend;
- b) Such attendance does not unreasonably interfere with staffing as determined by the employee's direct supervisor;

Such approvals shall not be unreasonably denied.

Section 19.02 Professional Development Budget

Employees will have access to a Professional Development budget of \$1,500 per Employee per year. This budget will be used to pay the tuition and/or registration fees and travel costs for such conferences, seminars, distance learning and workshops upon receiving written documentation of such expenses of the Employee, and their attendance and successful completion.

Section 19.03 Required Conference Attendance

Employees shall be paid for reasonable travel time and time spent at conferences, seminars, distance learning and workshops which the Employer directs an employee to attend. This time shall not be deducted from the Employee's Professional Conference Leave under Section 19.01. Related expenses shall not be deducted from the Employee's Professional Development Budget under Section 19.02.

Section 19.04 Introductory Employees

Newly hired introductory employees are not eligible to take Professional Conference Leave during the first ninety (90) days of employment.

Section 19.05 Tuition Reimbursement

Employees enrolled in "traditional" education to achieve a Bachelor's degree or an advanced degree shall be entitled to receive reimbursement for such activities. To be eligible for reimbursement on a pre-tax basis, the degree program must (i) improve an employee's skills and knowledge as required by the employee's present position; or (ii) benefit the employee's professional development as a Tides Advocacy employee; or (iii) enhance the employee's career development with Tides Advocacy.

Reimbursement shall be up to \$1,000 per calendar year at conclusion of the course(s) to cover tuition and/or books for that course. To be eligible for reimbursement under this provision, employees must receive a passing grade in the course, provide supporting documentation of that grade to People & Culture along with a completed tuition reimbursement form. These funds are separate from the funds used for conferences, seminars, and/or distance learning.

Article XX. Safety and Health

Section 20.01 Safety First

The Employer and Union agree that the safety and health of employees is of paramount concern. Accordingly, the Employer agrees to provide a safe and healthy work environment. The Employer shall comply at a minimum with all applicable health and safety codes.

Section 20.02 Right to Refuse Unsafe Assignment

An employee may refuse a work assignment if they have a reasonable good faith belief that such assignment subjects them to unusually dangerous conditions which are not normally part of the job. Prior to exercising their rights under this Article, the employee shall promptly notify management of the perceived unsafe condition. The Employer may not discriminate or retaliate against an employee for exercising their right hereunder.

Section 20.03 Continuation of Operations During Emergency Situations

In the event of circumstances that make in-person operation of Tides Advocacy offices unsafe (including, but not limited to, pandemics and natural disasters) for an extended period (two (2) weeks or more), the following adjustments will be made to accommodate staff well-being and needs while working under crisis conditions:

- Employees whose duties require them to either continue to engage in work at the office or in the field shall receive one-hundred and fifty percent (150%) compensation on days in which they are required by the Employer to work in the field or office during unsafe conditions, as defined by the applicable federal, state, and/or local public health or governmental guidance.
- It is understood that staff may require additional flexibility in determining working hours in order to balance competing obligations, including but not limited to care for family members.
- During these periods of time, the Employer shall meet with the Union to determine whether additional accommodations or compensation are necessary during the emergency.

Article XXI. Continuity of Agreement

Section 21.01 Change in Name

The Parties acknowledge that the names of Tides entities in this agreement are merely descriptive of the functions performed by such groups. Therefore, a change in name of such group shall not affect the duties, responsibilities, rights or privileges, as the case may be, of such group and shall in no way diminish from or add to the rights or responsibilities of the Union. Tides Advocacy and Tides Network are separate entities with separate legal obligations. For the sake of clarity, Tides Advocacy is the only Tides entity that is a party to this agreement.

Section 21.02 Successors and Assigns

In the event that the Employer decides to sell, transfer, or enter into a joint venture regarding the whole or any part of its programs and/or operations in a manner that materially affects the job descriptions of covered classifications and/or adds or discontinues existing covered classifications it will provide the Union with ninety (90) days written notice to bargain over the effects of the decision, and agrees to negotiate in good faith with any acquiror or transferee to seek to preserve the rights of Employees under this Collective Bargaining Agreement.

Article XXII. Immigrants' Rights

Section 22.01 Union Notification

In the event that a post-introductory Employee has a problem with their right to work in the United States, or in the event the U.S. Citizenship and Immigration Services (USCIS) or other agency specifically notifies the Employer of its intent to conduct an audit or investigation or serves a warrant relating to an Employee's authorization to work, the Employer shall notify the Union in writing as soon as the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem. Whenever possible, and to the extent permitted by law, the meeting shall take place before any action is taken by the Employer, but the Employer shall not be required to postpone such audits or meetings with agencies.

Section 22.02 Unpaid Leave

Upon request, an affected Employee shall be released for a total of five (5) unpaid working days per each rolling twelve (12) month period, in order to attend USCIS proceedings and any related matters for the Employee only. The Employee shall submit proof of such proceedings and attendance by the Employee to the Employer if requested.

Section 22.03 Reinstatement

A post-introductory period Employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be given priority consideration for re-employment into the position from which the Employee was terminated or a similar position for which the Employee is qualified, without loss of prior seniority and without an additional introductory period, provided the Employee produces proper work authorization and a position is or becomes vacant within the twelve (12) months following their separation from Tides Advocacy. For purposes of this provision, "priority consideration" means that (i) for an Employee who has been separated from the Employer for twelve (12) months or less, the Employee would be considered an internal applicant for purposes of Article XVI (Hiring & Promotions) and (ii) for an Employee who have been separated from the Employer for more than twelve (12) months, the Employee will begin the hiring process at the initial interview stage and will not be required to engage in any pre-screening process.

Section 22.04 No-Match Letters

The Employer who receives a "No-Match" letter agrees to take any and all reasonable steps necessary to resolve the discrepancy prior to effectuating any adverse employment action in order to be consistent with applicable federal law, regulations, or enforcement guidelines.

Section 22.05 Change in Name or Social Security Number

No Employee covered by this Agreement shall suffer the loss of seniority, compensation or CBA benefits due to any change in the Employee's name or social security number, provided that the new social security number is valid and the Employee is authorized to work in the United States.

Section 22.06 No Discrimination or Retaliation

The Employer may not discriminate or retaliate against any Employee, including for engaging in union or protected and concerted activity or enforcing this Agreement, by inquiring into or using an Employee's work authorization status.

Section 22.07 No Voluntary Authorization Programs

Unless required by law, the Employer shall not use voluntary work authorization programs, such as e-Verify, for any non-introductory Employees.

Section 22.08 No Re-verification

Unless required by law, the Employer shall not re-verify unexpired work authorization documents which are facially valid.

Section 22.09 Pre-1986 Employees

Except as required by law, no Employee continuously employed as of November 6, 1986 (or before as amended by Congress) shall be required to document their immigration status.

Section 22.10 New Legislation

The Parties acknowledge that federal legislation, regulations or enforcement guidelines ("law") are currently being considered pertaining to the rights of immigrants. The Parties agree that they will meet and negotiate if changes in the law materially impact the rights and obligations outlined in Sections 22.01 through 22.09. If the Parties are unable to resolve issues pertaining to any such changes in the federal law, the issue shall then be submitted for resolution to arbitration. The arbiter will have the right to consider expert testimony.

Section 22.11 Access to Facilities

The Employer shall not provide access to any Employer-operated facilities by Federal immigration authorities except as required by a valid warrant.

Article XXIII. Supplies, Equipment, and Expenses

Section 23.01 Adequate Supplies and Equipment

The Employer shall provide employees supplies or equipment needed for the timely, safe, efficient and effective performance of their duties.

Section 23.02 Home Office Expenses

Bargaining unit employees shall receive a stipend of \$140 per month for their home office expenses, including internet, phone/data and office supplies (such as pens, notebooks, printer paper). Employees are also eligible for up to \$1,500 towards home office setup costs during course of their employment with Tides Advocacy.

Section 23.03 Reimbursements Related to Employment

The Employer shall reimburse employees in full for all job-related expenses incurred by the employee in the course of their work activities, including Employer-required travel, upon delivery of receipts according to the established Expense Report documentation requirements and payment schedule. Reimbursement under this section is subject to manager pre-approval.

Section 23.04 Per Diems

Employees may elect to request a per diem, at a rate in accordance with the federal per diem rate guidelines, for work-related travel in lieu of enumerated expenses for lodging and/or meals and incidental expenses.

Section 23.05 After Hours Expenses

If a bargaining unit member is working in excess of regular hours and past 7:00PM, the employee may be reimbursed or charge up to thirty U.S. dollars (US \$30.00) to the organizational credit card for dinner. The meal must be delivered to the office or brought back to the office by the employee. Meals purchased on the way home after the employee left the office are not reimbursable.

If a bargaining unit member is working in the office in excess of regular hours and past 8:00PM, the employee may be reimbursed or charge to the organizational credit card the cost of a taxi ride home.

Section 23.06 Use of Employee Vehicles

Employees who are requested to use their own vehicles for organization business shall be reimbursed for expenses incurred at the mileage rate allowed by the I.R.S. as the standard mileage rate for business use of an automobile, and shall be reimbursed for parking and tolls. Tickets for parking, toll, and/or moving violations shall not be reimbursed. An Employee may decline to use their personal vehicle for organization business unless such use is specified in their job description.

Section 23.07 Payment of Reasonable and Necessary Business Expenses

Employees shall not be required to use personal funds or personal credit cards to cover business expenses incurred in the course of their work. Employer will cover all reasonable and necessary business expenses either through use of an Employer credit card or cash advance to the impacted employees . Notwithstanding the foregoing, an employee may elect to seek reimbursement for reasonable and necessary business expenses paid for using their personal funds. Any expenditures under this provision should be approved in advance by their supervisor.

Article XXIV. Work Preservation

Section 24.01 Bargaining Unit Labor

Except as provided for below and in Article XXV regarding temporary employees, all Tides Advocacy Administrative Office duties performed by employees covered by this Agreement as of the effective date of recognition shall not be performed or produced by persons not covered by this Agreement. The Parties agree that any performance of work customarily performed by positions in the bargaining unit by non-unit employees or contractors will not be for the purpose of undermining the bargaining unit or the exclusive representative, nor will such work be performed by non-unit employees or contractors if the scope of work is sufficient to warrant a full-time or part-time employee. For purposes of this agreement, an employee is considered “part-time” if they work less than twenty-nine (29) hours per week.

Section 24.02 Managerial Employees

Individual managerial employees who customarily perform a limited amount of labor otherwise performed by members of the Bargaining Unit, such as a limited caseload of project or fund clients advised by the Chief Strategy Officer, may continue to perform these duties to the extent customary under established past practices and for temporary coverage purposes. For the purposes of this section, “temporary” shall be considered a period not to exceed twelve (12) calendar months, unless mutually agreed upon by the Parties.

Section 24.03 Cost Sharing and Professional Employment Organizations

Tides Advocacy Administrative Office work that has customarily been managed through the Cost Sharing Agreement (CSA) with Tides Network may continue to be managed through the CSA with TN.

Cost sharing work from Tides Network and other Tides entities that have customarily been performed by Tides Advocacy bargaining unit employees may continue to be performed by Tides Advocacy bargaining unit employees.

The limited Tides Advocacy Administrative Office work that has customarily been managed through Professional Employment Organizations (PEOs) such as Basebuilder/Community Labor Administrative Services (CLASI) may continue to be managed through PEO agreements with organizations including but not limited to CLASI/Basebuilder.

Article XXV. Temporary Employees

Section 25.01 Definition

A “temporary employee” shall mean person(s) employed by the Employer for a limited term, including for special projects, coverage for employees on leaves of absence, coverage while Employer is seeking to hire for a regular position, or increases in work volume that are reasonably expected to be short-term. Temporary employees are not members of the Bargaining Unit.

Section 25.02 Conversion to regular status

In the event that one (1) or more temporary employees are hired into the same role consistently over twelve (12) months for at least an average of thirty (30) hours of work per week, for work which does not appear to be of a short term or finite nature and is not related to a specific project, the Employer shall negotiate regarding the creation of a regular position or the elimination of the temporary work.

Section 25.03 Seniority Date

In the event that a temporary employee is converted to regular status or hired to fill a regular position, the employment starting date for all purposes under this Agreement shall be considered to be the first day of temporary employment.

Section 25.04 Introductory Period

The introductory period for a temporary employee hired into the same full/part time regular position shall date from their start date as a temporary employee, and they shall not be subject to a second introductory period upon receiving regular status.

Section 25.05 Temporary employees and contractors

Individuals performing as a contractor or any temporary employees hired through staffing agencies or other third-party employers shall be governed by the terms of Article XXIV (Work Preservation). Individuals performing as a contractor or through a temp agency shall not be considered members of the Bargaining Unit.

Article XXVI. Location and Hours of Work

Section 26.01 Location of work

The Parties agree that Tides Advocacy is a "remote first" Employer and as such, the Employer will work with staff to facilitate remote work arrangements where possible, subject to operational and client needs.

Positions will be identified as either remote or based in an Employer office in the position's job posting.

Employees whose posted position is identified as "remote" must have their primary remote work location approved by their direct supervisor and People & Culture, but in general, may work at a location that has a secure internet connection that is based within the continental U.S. in a state in which the Employer is registered to do business. The Employer reserves the right to modify the states in which it is registered to do business.

Employees may request to work from outside of the continental U.S. for up to four (4) cumulative weeks during any twelve (12) month period. Such arrangements must be approved in advance by the employee's direct supervisor and People & Culture.

Requests to work outside of the U.S. for reasons related to personal or family illness must be submitted to People & Culture and will be evaluated on a case-by-case basis consistent with the provisions of Section 28.03 (Reasonable Accommodations).

Any costs related to obtaining a secure internet connection at multiple locations is the responsibility of the individual employee.

In the event that the Employer institutes a reservation system in order to manage shared desk space, employees shall utilize such a system.

Section 26.02 Hours of Work Exempt Employees

Exempt employees are expected to manage their own hours of work such that they are able to complete their duties but are generally expected to be available for work during Tides Advocacy's core office hours of 9:00 am to 5:30 pm Monday through Friday in their time zone, or as mutually agreed to by the Parties. Specific arrangements should be coordinated between employees and their direct supervisors, with notice provided to People & Culture and the applicable Department lead. Employees on an approved leave will not be expected to be available/responsive to work communications when on an approved leave.

Section 26.03 Work outside regular work hours and locations

The Employer recognizes that employees may have familial caretaking or other responsibilities that require predictability in their schedules and impact their ability to work in a manner that is inconsistent with the work arrangement agreed to between an employee and their direct supervisor.

The Employer will notify employees no less than fourteen (14) calendar days in advance of single-day obligations or events that require physical attendance at a specific location other than their normal work location. Travel time to and from the employee's primary work location will be included in consideration of what constitutes a single-day obligation but the fourteen (14) day notice period runs from the start of the event, not an individual employee's travel plans.

The Employer will notify employees no less than thirty (30) calendar days in advance of multi-day organizational retreats or other multi-day events that require physical attendance at a specific location other than their normal work location. Travel time to and from the employee's primary work location will be included in consideration of what constitutes a multi-day obligation but the thirty (30) day notice period runs from the start of the event, not an individual employee's travel plans.

Section 26.04 Flex Time

Exempt employees who are required by their manager specifically to work on a weekend day, or a day when the office is otherwise closed, shall be entitled to flex their schedules to take a regular working day off within forty-five (45) calendar days. Employees should consult with their manager to identify which day they will take off under this provision and will be responsible for tracking their time under this provision.

Section 26.05 Work During Holiday/ Office Closure

Non-exempt employees who agree to work on a holiday or other office closure day at the request of Management shall be compensated for Holiday/ Closure Pay as set forth in Article XI and will be paid straight time pay for hours actually worked on the holiday/closure day, or three (3) hours' pay, whichever is greater. Holiday pay hours shall not count as "hours worked" for calculation of overtime.

Exempt employees who agree to work on a holiday or other office closure day, at the request of Management, shall receive Holiday/Closure Pay as set forth in Article XI and will be able to flex their schedule consistent with Section 26.04 above.

Section 26.06 Non-Exempt Employees

a) Workweek

For purposes of calculating overtime, the work week officially begins Sunday and ends Saturday.

b) Work Breaks and Meal Periods

The Employer shall provide two (2) fifteen (15) minute rest periods and provide a thirty (30) minute meal period during a usual day (eight (8) hours) of work. The meal period shall be unpaid and the rest periods shall be paid. Breaks and lunch shall be scheduled so as not to interfere with client needs. Employees shall not be required to remain on the Employer's premises during their unpaid lunch break. Employees shall otherwise take their work breaks and meal periods in accordance with applicable state and local labor codes, unless otherwise

directed by their supervisor, or because of a valid reason which makes it impractical to take a work break or meal period at the scheduled time.

Employees shall be provided one (1) additional fifteen (15) minute paid rest period who work beyond a usual day of work up to ten (10) hours of work. Employees shall be provided one (1) additional thirty (30) minute paid meal period who work beyond a usual day of work up to twelve (12) hours of work.

c) Overtime

The Employer shall pay time and one-half for all hours actually worked by non-exempt employees in excess of eight (8) hours per day or forty (40) hours per week. The Employer shall otherwise pay overtime in accordance with applicable law. Overtime shall only be worked when directed by the employee's direct supervisor.

d) Standard Work Week

Monday - Friday 9:00AM - 5:30PM based on the employee's time zone, except as agreed to by the Parties. Employees and their supervisors may mutually agree to a work schedule outside of these standard work hours but in no event shall an employee's regular schedule exceed eight (8) hours per day.

e) Days Off

No non-exempt employee shall be required to work on their regularly scheduled day(s) off. An employee who agrees to work on a day on which the employee had been scheduled off will not be deprived of the opportunity of working their regular scheduled days that week with overtime pay if due under the overtime provisions of this Agreement.

Section 26.07 Application of Policies Outside of California

Tides Advocacy's policies apply to all Tides Advocacy employees in all states in which Tides Advocacy does business. If non-California state or local law provides additional or more favorable rights for an employee, or additional or different responsibilities for Tides Advocacy in connection with its management of the employee, that law will take precedence.

Section 26.08 Summer Fridays

The Employer shall observe an early end of day on Fridays from Memorial Day through Labor Day, at 1:00 pm in the employee's local time zone. No employee shall suffer a loss of income due to the shorter Friday hours.

Section 26.09 Four Day Work Week

The Parties will explore the possibility of moving to a four (4) day, thirty-two (32) hour work week during the next successor contract negotiation. This is a commitment to bargain over this issue and not a commitment to implement such a schedule as part of the successor contract.

Section 26.10 Recharge Days

Concurrently with issuance of the annual calendar of observed holidays, Tides Advocacy will announce four (4) recharge days (one (1) per calendar quarter) during which Tides Advocacy's offices will be closed. In the event an employee is required to work on a recharge day, the language of Article XI will apply.

Article XXVII. Performance Evaluations

Section 27.01 Performance Evaluations of Unit Employees

Should management choose to hold annual employee evaluations, such evaluations shall be understood to be a tool for growth of the Employee and should not be used as a disciplinary measure or to replace regular supervisor/employee feedback. The purpose of the evaluation shall be to review the previous year's work, set goals for the upcoming year and discuss professional development goals.

Section 27.02 Performance Evaluation of managers

Should management choose to conduct annual performance evaluations for managers, People & Culture will solicit feedback from Employees about the manager to whom they report, and any feedback received will be shared, with attribution, with the manager's manager as part of the performance evaluation process.

As part of a 360-review process, employees may also have an opportunity to provide feedback to managers to whom they do not report if such feedback is requested by management.

Article XXVIII. Diversity, Equity, and Inclusion (DEI)

This section supports Tides Advocacy's commitment to anti-racism and ongoing process for shaping a pro-Black vision. Affirming Tides Advocacy as a pro-Black, racial justice organization, we outline key practices to support this vision as a starting place. This includes a consistent practice for ongoing learning and discussion, recognizing the continuous evolution of the DEI field.

Section 28.01 DEI/Anti-racism Committees

The Parties shall establish a working group or committee to support and/or recommend policy regarding DEI/Anti-Racism issues. This committee may be a subcommittee of the Organizational Development Committee or a stand-alone committee. Participation in such a working group/committee is entirely voluntary; any employee who chooses to participate on such a working group/committee shall prioritize urgent meetings and deadlines where a conflict arises. The Parties agree there shall be equal numbers of union member and non-union members represented in the committee. Said committee shall meet no less than twice a calendar year to develop recommendations to propose to the CEO or their designee and to develop methods to support the organization's identified DEI/Anti-Racism goals. The Parties may suspend or reschedule a committee meeting upon mutual agreement, including if there are insufficient volunteers to participate.

Section 28.02 Translation Services

In meetings involving discipline, an employee who requests language assistance shall be provided by the Employer with an individual capable of assisting in the communication. Any reasonable delay in interviewing or effectuating discipline as a result of the need for such shall not affect the timeliness of any grievance or discipline. The Employer shall make a good faith effort to provide appropriate language assistance when an employee requests language assistance.

Section 28.03 Disabilities and Reasonable Accommodation

Tides Advocacy is committed to ensuring equal employment opportunities to qualified individuals with disabilities. The Employer shall comply with the Americans with Disabilities Act (ADA) and applicable federal, state and local laws that provide for nondiscrimination against qualified individuals with disabilities. When an employee requests a reasonable accommodation, for a physical or mental disability; special education disability; or record or history of disability that limits one (1) or more major life activities, the Employer and the impacted employee will engage in a timely, good faith interactive process to respond to the accommodation request. The Employer reserves the right to deny the accommodation request if meeting it would cause undue hardship for the organization.

Any Employee who requires an accommodation in order to perform the essential functions of their job must contact the People & Culture team designee to request an accommodation. The request should specify the desired accommodation. If, as part of the interactive process, the Employer determines the accommodation is reasonable, allows the employee to perform the essential functions of the job successfully, and will not impose an undue hardship on the

organization, the Employer will, if appropriate, make accommodations. The Employer may also propose an alternative accommodation(s). An Employee requesting such accommodations may receive representation by a Union Steward or Representative during conversations about accommodations, at the Employee's request.

Article XXIX. Wages and Salaries

Section 29.01 Annual Compensation Increase

On January 1, 2023, all bargaining unit members with at least three (3) months of service with the Employer as of January 1, 2023 will receive a pay increase of four and a half percent (4.5%). For all employees with less than three (3) months of service as of January 1, 2023 (including staff hired after January 1, 2023), this salary increase will be effective upon completion of that employee's Introductory Period. Any retroactive portion of this salary adjustment shall be paid in a lump sum as soon as administratively possible following Board adoption of this contract, will be subject to all applicable withholdings, and shall be calculated using the effective date of the salary increase, as defined above. To be eligible for this lump sum, an employee must still be employed by Tides Advocacy at the time this contract is ratified by the Union and adopted by the Board of Directors.

On January 1, 2024, all bargaining unit members with at least three (3) months of service with the Employer as of January 1, 2024 will receive a pay increase of three percent (3%). For all employees with less than three (3) months of service as of January 1, 2024, this salary increase will be effective upon completion of that employee's Introductory Period. In order to be eligible for this salary increase, an employee's date of hire must be before January 1, 2024.

On January 1, 2025, all bargaining unit members with at least three (3) months of service with the Employer as of January 1, 2025 will receive a pay increase of three percent (3%). For all employees with less than three (3) months of service as of January 1, 2025, this salary increase will be effective upon completion of that employee's Introductory Period. In order to be eligible for this salary increase, an employee's date of hire must be before January 1, 2025.

Section 29.02 Minimum Salary Level

No full-time employee of the Tides Advocacy administrative office shall receive wages or salary less than \$75,000 per year, pro-rated for part-time employees.

Section 29.03 Placement in Salary Range

For new Employees, the Employer will place them in the appropriate salary band based on experience and market conditions. Subsequently they will advance in their salary range per the agreed upon compensation increase schedule.

Section 29.04 Adjustment of Salary Ranges

In the event the Employer conducts a review of market conditions to determine whether salary ranges need to be adjusted, the Employer will provide the Union notice of any proposed salary range adjustment prior to their adoption by the Employer, and will meet with the Union upon request to bargain over the effects of any new salary ranges. The salary of any Employees earning below the minimum of a new applicable salary range will be increased to the appropriate salary band based on experience and market conditions on the effective date of the change.

Section 29.05 Additional Compensation

The Employer agrees to provide additional compensation to employees who fall within criteria, including those listed below.

Criteria for additional compensation includes but is not limited to:

- a) Employees performing additional responsibilities of another position, either as the result of a vacancy, other staffing shortage, or an extended leave of an employee, for a period of at least eight (8) work weeks shall receive a payment equal to not less than five percent (5%) of the salary range midpoint of the role for which the employee is covering. This payment will be prorated for the period of coverage. This will not cause a permanent change in the employee's base wage. For purposes of this section "additional responsibilities" shall mean temporary responsibilities that
 - i. are not included in the impacted employee's current regular position OR
 - ii. constitute, or are reasonably expected to constitute, more than one-fifth (20%) of the employee's total responsibilities.

Additional compensation under this section is not appropriate if additional duties become a permanent part of an employee's regular job. A job review and possible change in job description, grade, or rate of compensation may be appropriate.

An employee who refers an applicant to an open position shall receive a referral bonus consistent with the terms of the Employer's referral policy.

Article XXX. Health Benefits**Section 30.01 Health Benefit Provision**

The Employer shall provide health, dental, vision, short- and long-term disability, and life insurance for all Tides Advocacy bargaining unit employees. Part-time employees shall be eligible for pro-rated health insurance benefits based on their full time equivalency but are not eligible for any other benefits under this section.

Section 30.02 Employer Contribution to Health Benefits

During the term of this contract, and subject to the reopener set forth below, employee monthly premium contributions to health, dental and vision shall not exceed contributions set forth in Sections 30.04 for California based employees and 30.05 for non-California based employees.

The Parties acknowledge that Tides Advocacy will begin providing its own healthcare benefits, separate from Tides Network, beginning in plan year 2024.

In addition, the Employer will continue to pay for short-term and long-term disability insurance coverage for employees.

If the premium increase for any plan exceeds ten percent (10%) from one plan year to the next, at the request of either Party the Parties will meet and confer over options to address the cost increases.

Section 30.03 Employees Based in California

The Employer shall provide to all Employees in California at least one HMO plan option and one PPO plan option.

Effective January 1, 2023, the Employee contribution level shall not exceed the following:

Selection	HMO	PPO	PPO HDHP (Optional Offering by Employer)
Employee Only	5.5%	26.5%	.1% (\$1.00) **
Employee + *	11.0%	28.0%	.1% (\$1.00) **

Dental Insurance Types	% of Monthly Cost to Employee
Employee	0%
Employee + Children	12%

Dental Insurance Types	% of Monthly Cost to Employee
Employee + Spouse	10%
Employee + Family	11%

Vision Insurance Types	% of Monthly Cost to Employee
Employee	0%
Employee + Children	53%
Employee + Spouse	66%
Employee + Family	77%

*Plans that include employee + spouse and/or children, and/or family.

** As of the date of this Agreement, the Employer contributes \$750 to Employee HSA for Employee Only; \$1500 to Employee HSA for Employee + plans.

Section 30.04 Employees Based Outside of California

Employer and Union recognize that depending on an Employee's geographic location it is not feasible to provide the same options to Employees outside of California as provided to Employees in California. For those Employees based outside of California, the Employer shall provide at least one PPO plan option and at least one HMO or HMO equivalent option.

Effective January 1, 2023, the Employee contribution level shall not exceed the following:

Selection	EPO	PPO	PPO HDHP (Optional Offering by Employer)
Employee Only	27%	26.5%	.1% (\$1.00) **
Employee + *	28%	28.0%	.1% (\$1.00) **

Dental Insurance Types	% of Monthly Cost to Employee
Employee	0%
Employee + Children	12%

Dental Insurance Types	% of Monthly Cost to Employee
Employee + Spouse	10%
Employee + Family	11%

Vision Insurance Types	% of Monthly Cost to Employee
Employee	0%
Employee + Children	53%
Employee + Spouse	66%
Employee + Family	77%

Effective January 1, 2024 the cost sharing structure for the EPO plan shall be as follows:

Selection	EPO
Employee Only	5.5%
Employee + *	11%

*Plans that include employee + spouse and/or children, and/or family.

** As of the date of this Agreement, the Employer contributes \$750 to Employee HSA for Employee Only; \$1500 to Employee HSA for Employee + plan.

Section 30.05 Determination of Insurance Benefit Options

It is understood by the Parties that insurance plan selection, at the time of ratification of this Agreement, is conducted by a separate entity, Tides Network.

Tides Advocacy will not seek to materially adversely change the level of benefits during the life of the Agreement. If plan changes are compelled by the applicable insurance company or Tides Network, Tides Advocacy will provide notice of such changes as soon as practicable following its receipt of notice from the applicable party implementing the change.

Nothing in this Agreement shall prevent Tides Advocacy from offering new plans (that is, other plans in addition to the currently offered plans) or subsequently removing such plans, subject to meet and confer requirements.

Section 30.06 Gender-Affirming Health Care

Fertility and gender-affirming care options will be available. Tides Advocacy will explore additional opportunities to address gaps in coverage for fertility and gender-affirming care.

Article XXXI. Retirement Benefits

Section 31.01 401(k) Retirement Plan

The Employer will provide a 401(k) plan to all eligible Employees as defined in the 401(k) plan documents. Each pay period, the Employer will make a matching contribution to the Employee's 401(k) plan equal to one hundred percent (100%) of the first four percent (4%) of the Employee's pre-tax or Roth salary deferral contributions, plus fifty percent (50%) of the next two percent (2%), up to a maximum of five percent (5%) of the Employee's salary, not to exceed the I.R.S. limit.

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For Tides Advocacy

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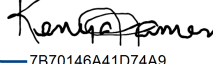
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 Romilda Avila, CEO
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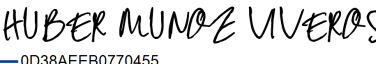
For SEIU Local 1021

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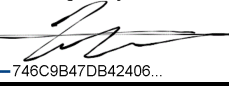
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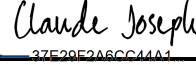
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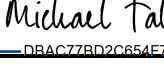
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 Claude Joseph, Lead Negotiator
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 Michael Tal, Field Representative
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 Date

Appendix A: 2022 Salary Adjustments

For employees who had six (6) months or more of service with Tides Advocacy as of January 1, 2022 and who are employed by Tides Advocacy at the time the parties' initial collective bargaining agreement is ratified by the Union and adopted by the Board of Directors, Tides Advocacy shall receive an increase of 3% of their annual salary as of January 1, 2022. Any retroactive portion of this salary adjustment shall be paid as a lump sum as soon as administratively possible following Board adoption of the parties' initial collective bargaining agreement and will be subject to all applicable withholdings. For employees who had less than six (6) months of service with Tides Advocacy as of January 1, 2022 and who are employed by Tides Advocacy at the time the parties' initial collective bargaining agreement is ratified by the Union and adopted by the Board of Directors, the lump sum will be prorated based on their tenure with Tides Advocacy as of January 1, 2022. Tides Advocacy will issue these lump sum payments as soon as administratively possible following Board adoption of the parties' initial collective bargaining agreement. Payments made under this section shall be subject to all applicable withholdings.

Effective as of July 1, 2022, all bargaining unit members shall be moved to the midpoint of the attached salary range or receive a 4.5% salary increase, whichever is greater. Any retroactive portion of this salary adjustment shall be paid as a lump sum as soon as administratively possible following Board adoption of the parties' initial collective bargaining agreement and will be subject to all applicable withholdings. To be eligible for this lump sum, an employee must have been employed by Tides Advocacy on July 1, 2022 and must still be employed by Tides Advocacy at the time the parties' initial collective bargaining agreement is ratified by the Union and adopted by the Board of Directors. Employees hired after July 1, 2022 who are still employed by Tides Advocacy at the time the parties' initial collective bargaining agreement is ratified by the Union and adopted by the Board of Directors will be eligible for a prorated lump sum payment based on their tenure with Tides Advocacy.

Salary Scale

Grade	Annual Range		
	Minimum	Midpoint	Maximum
38	\$166	\$207	\$249
37	\$144	\$180	\$217
36	\$126	\$157	\$188
35	\$109	\$138	\$164
34	\$100	\$120	\$149
33	\$83	\$103	\$124
32	\$75	\$90	\$108
31	\$75	\$83	\$100
30	\$75	\$78	\$94