

COLLECTIVE BARGAINING AGREEMENT

between

SERVICE EMPLOYEES

INTERNATIONAL UNION

LOCAL 1021

&

WESTSIDE

COMMUNITY SERVICES

October 16, 2024 to June 30, 2027

2013-2016 SEIU Local 1021 Collective Bargaining Agreement

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2024-2027 SEIU Local 1021 Collective Bargaining Agreement

ARTICLE 1. AGREEMENT

This Agreement is entered by and between WESTSIDE COMMUNITY SERVICES INC. (hereinafter called the "Employer") and SEIU LOCAL 1021 (hereinafter called the "UNION").

ARTICLE 2. UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all non-managerial employees covered by this Agreement for purposes of collective bargaining concerning wages, hours of work, and other terms and conditions of employment. Employees that are not covered by this Agreement include: Temporary Employees (including temporary fixed-term employees), on call employees, short-hour employees, trainees, doctors, and confidential and managerial employees and supervisors as that term is defined in the National Labor Relations Act.

ARTICLE 3. UNION MEMBERSHIP

The Employer shall supply the Union with the names, addresses, classifications and departments of newly hired bargaining unit employees no later than 30 days after hiring. The Employer will also supply the Union the names, addresses, classifications and departments of all terminated bargaining unit employees every six (6) months.

The employer shall furnish the Union, on a quarterly basis, a list which includes the name, date of birth, work location, salary, phone number, job classification, email address, seniority date, scheduled hours per week, and mailing address for each employee covered by this Agreement.

ARTICLE 4. UNION SECURITY

It shall be a condition of employment that all employees at Westside who are covered by this Agreement shall no later than their completion of thirty (30) days of employment either: (a) become and remain a member of the Union, (b) commence and continue payment to the Union of a service fee; or (c) or make a charitable donation equivalent in amount to the service fee to one of two, or both, of the charities designated by Westside and the Union. The service fee or charitable donation shall not exceed the standard initiation fee and periodic dues uniformly required of Union members for representation on matters concerning wages, hours of work, fringe benefits, and other terms and conditions of employment.

Prior to exercising its rights under Article 4, the Union shall meet and confer with both Westside and the subject employees, and attempt to reach an accommodation concerning any employee who has failed or refused to comply with his or her obligations under this Article.

ARTICLE 5. CHECK OFF

Section 5.1. Check Off

Upon receipt of an individual, voluntary written check-off authorization or other lawful written authorization from an employee covered by this Agreement, the Employer will deduct from the pay of such employee a sum equal to that employee's union initiation fees, monthly membership dues, and/or monthly service fees. The dues/fees check-off or other authorization must comply with the requirements of the Labor Management Relations Act and/or other federal, state, or local law.

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Section 5.2. Union Notification

The Union will notify the Employer in writing of the amount or the percentage of fees/dues required as a condition of employment. Any such authorization shall be effective as soon as practicable, but no later than the first payroll period of the month following receipt by the Employer of the Authorization.

Section 5.3. Remittance

The Employer will remit monthly the membership fees deducted pursuant to such assignments seven (7) business days after paycheck deduction with a written statement of the names of employees for whom deductions were made.

Section 5.4. Hold Harmless

The Union agrees that the Employer assumes no liability with the deductions made in accordance with this section. Any concerns -regarding the deductions authorized and made will be a matter to be resolved between the Union and the employee. The Union agrees to hold Employer harmless for any defense cost or liability, monetary or legal, in the Employer's performance of its check-off responsibilities so long as the Employer has delivered to the Union all funds deducted pursuant to payroll deduction authorizations in effect at that time. The Union assumes full responsibility for the disposition of deducted funds once they have been submitted to the Union.

ARTICLE 6. UNION REPRESENTATION

A duly authorized representative of the Union shall be permitted to enter the premises of the Employer for the purposes of observing whether the Agreement is being observed or to check upon complaints of employees, provided that the union representative does not interfere with or interrupt the work of the employees. The union representatives will advise management that they are on the premises. Furthermore, it is agreed that union representatives will not interfere with patient care and will not conduct any business in the financial office areas.

ARTICLE 7. SHOP STEWARDS

Section 7.1

The Union may designate up to four (4) Shop Stewards, including a minimum of one (1) Shop Steward for each work site including, but not limited to:

- 245 11th Street
- 1301 Pierce Street

Shop Steward(s) will be assigned to remotely cover locations with less than five (5) represented employees.

Section 7.2

The Employer agrees to recognize the Shop Stewards duly elected by the members or duly appointed by the Union consistent with Section 7.1 above. The Employer will be notified in writing by the Union of the names of the elected or appointed Shop Stewards.

Section 7.3

For grievances that occur at work sites that do not have a Shop Steward, the Union agrees to make a Union Representative available to handle the matter.

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Section 7.4

The Shop Steward shall obtain permission for work release from his/her immediate supervisor when assisting or representing employees at Employer scheduled grievance meeting or investigatory interviews. Time considerations will be the only acceptable reason for not granting work release-permission and, if permission is not granted then an alternate Steward will be asked to attend.

Section 7.5

The Shop Steward shall not be paid by Westside when conducting Union business other than attending Employer scheduled grievance meetings or investigatory interviews conducted by the Employer.

Section 7.6

The function of the shop stewards shall be to assist employees in settling problems arising in connection with the interpretation and application of the Agreement. Stewards may act as a representative of a grievant at the specified steps of the grievance procedure if the grievant so desires; and to provide representation for employees during investigatory interviews and disciplinary meetings conducted by the Employer.

It is agreed that an employee, upon his/her request, is entitled to have a Union Steward and/or Union Representative present during disciplinary or investigatory interviews where the employee reasonably believes that such investigation will result in disciplinary action. However, the request of representation shall be responded to within 72 hours.

Section 7.6.1

The parties agree that relations at the workplace should be held in a professional manner, with dignity, and with mutual respect. This relationship is the standard for the workplace and this bargaining unit.

When shop stewards are involved in representation, they are to deport themselves as advocates but without rancor such as loud, abusive or other inappropriate behavior. Consistent with Weingarten rights, stewards are not to impede the investigatory process of the employer.

The mutual responsibility of supervisor and steward, with a union representative, is to resolve any perceived problem as early in the process as possible for the mutual benefit of the member and the employer. This may include, at the investigatory stage, that a proposal may be offered from labor or management. If offered, a proposal will be considered and discussed by the parties.

Alleged violations of this section are not subject to the grievance procedure or court action but shall be discussed by the parties within two days of either party requesting a meeting on the alleged violation.

Section 7.7

The Employer will notify the Union promptly when new unit members are hired, and shall coordinate with the Union to schedule a thirty (30) minute union orientation within thirty (30) days of such hire, to allow a shop steward or other Union representative to meet new employees, provide Union information, and distribute the Union's New Members Packet.

ARTICLE 8. GRIEVANCE PROCEDURE

A grievance is a claim by an employee, Union, or Employer concerning the interpretation or application of this Agreement.

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Employer grievances may be filed at Step 6 of the grievance procedure, and an Employer grievance concerning violations of the no-strike clause that arise from non-arbitrable disputes will be subject to expedited arbitration. The parties shall choose an arbitrator by alternatively striking names from a list of seven (7) potential arbitrators provided by the American Arbitration Association. The Employer shall strike the first name. This expedited arbitration shall take place no later than 48 hours after the grievance is filed. The employer may also, if it chooses, bypass the arbitration procedure and seek to remedy a violation of the no-strike clause in a court of competent jurisdiction.

The Grievance Procedure applies only to non-Introductory Period Employees.

Grievances involving discharge or suspension must be filed directly at Step 5 within ten (10) days of the letter of discharge or suspension.

If an employee or the Union has a grievance, it shall be taken up in the following manner:

STEP 1

Any grievance must be first presented to his/her immediate supervisor or designee, that is, the individual who immediately assigns, reviews and directs the employee's work. If the grievance concerns a specific incident rather than an ongoing problem, the staff member and/or the Union must raise the issue within seven (7) working days of its occurrence or of when they first became aware of that occurrence, in an attempt to settle the matter. The duly authorized Union Representative or Shop Steward may participate in the specified steps of the Grievance Procedure if the grievant so desires.

STEP 2

The employee or the Union must submit the grievance to the immediate supervisor on the grievance form within seven (7) working days of the immediate supervisor's oral response. The immediate supervisor will record the response on the grievance form. The grievance form should contain the specific provisions of the Agreement that the employee or the Union believes has been violated.

STEP 3

If Step 2 does not resolve the issue, the employee/Union will use the same grievance form to submit the issue to the Manager within seven (7) working days of the last step, provided the Manager is not the employee's immediate supervisor. If the employee's immediate supervisor is the Manager, this step should be skipped. The Manager and the Human Resources Manager will review and discuss the matter with all parties involved and will use the grievance form to notify the employee/Union of his/her decision and rationale, within seven (7) working days of being presented with the matter.

STEP 4

If Step 3 does not satisfactorily resolve the matter, the same grievance form should be sent to the Executive Director or designee who will review and discuss the matter with all parties involved and will use the grievance form to notify the employee/Union of his/her decision and rationale within seven (7) working days of the date it was submitted. Only the Union has authority to submit a Union grievance to Step 4 or beyond.

*2024-2027 SEIU Local 1021 Collective Bargaining Agreement***STEP 5**

In the case of an employee suspension or termination, or if the matter is not resolved at Step 4, the Union (not the employee) may request a mediation through the Federal Mediation and Conciliation Service. Any request for mediation must be made within three (3) business days after the conclusion of the Step 4 process. Westside and the Union agree to participate in this mediation meeting at the earliest opportunity.

STEP 6

If the issue is not satisfactorily resolved under Step 4 or Step 5, either the Union or the employer may refer the matter to arbitration within thirty (30) days following deadlock at Step 4. The Union and the employer shall select an impartial third party to hear and determine the case. The parties shall select one named from a list of seven (7) arbitrators provided by the Federal Mediation & Conciliation Service. The parties shall alternatively strike names from the supplied list until one name remains, with the first striking party determined by a coin toss. The arbitrator selected shall hear the grievance as soon as possible. The parties agree that the arbitration shall be conducted on an expedited basis. If the parties do not mutually agree to the use of a court reporter, the party requesting the court reporter shall bear the cost and be the only party entitled to the transcript. Each party shall bear all expenses of its representation and witnesses and shall equally divide the fee of the arbitrator and other incidental expenses of the hearing; The arbitrator shall have no authority to add to, subtract from or modify the terms of this agreement.

The decision of the arbitrator will be final and binding on the parties unless, within twenty (20) days of the receipt of the decision of the arbitrator, there is a two-thirds (2/3) vote of the Westside Board of Directors to reject the decision of the arbitrator. If the Westside Board of Directors votes to reject the decision, the Union reserves the right to strike and/or pursue the matter in the courts.

Should the Westside Board of Directors vote to reject the decision, it must notify the Union immediately and, at the option of the Union, provide an opportunity for an expedited hearing, at which either side may present witnesses and documentation for the Board's consideration.

In the event the matter proceeds to court, the parties agree on a stipulation as follows:

1. The trial shall be by the court not a jury;
2. No discovery;
3. The parties will request the court set the earliest trial date.

The grievance can be resolved at any time during the grievance process. When this occurs, the grievance form, at the appropriate point of completion, should be sent to the Human Resources Manager so that copies shall be retained in the personnel files of both parties to the grievance.

The time limits set forth here may be extended to a defined date by mutual agreement of the grievant/Union and Human Resources. Human Resources is responsible for providing written confirmation to the grievant/Union of the mutually extended time period; both the immediate supervisor and the grievant/Union must sign and date this memorandum and a copy shall be provided for the grievant's personnel file.

Absent such agreement, if the designated employer representative fails at any step to respond within the required time limit, the grievance can be presented to the next higher step; conversely, if the grievant/Union does not present any grievance to the next higher step in a timely manner the grievance will be considered resolved and so noted on the grievance form by the designated employer representative.

*2024-2027 SEIU Local 1021 Collective Bargaining Agreement***ARTICLE 9. NO DISCRIMINATION**

The Employer and the Union agree that all persons are entitled to equal treatment and employment opportunity without regard to race, color, religion, sex, national origin, age, sexual orientation, gender, marital status, medical condition, physical or mental impairment, union security, height, weight, or political affiliation.

Westside is committed to providing a work environment free of unlawful harassment. Our policy prohibits sexual harassment and harassment based on pregnancy, childbirth, or related medical conditions, race, color, religion, marital status, age, national origin or ancestry, physical or mental disability or perceived disability, medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state or local laws. Actions that involve abuse or misuse of power are prohibited, including behavior that intimidates, degrades, offends or humiliates an employee, often in front of others and/or creates a risk to the health and safety of employee(s). Nothing herein restricts a manager's reasonable exercise of authority.

Our anti-harassment policy applies to all persons involved in the operation of the organization and prohibits unlawful harassment by any employee of Westside, including supervisors, managers, trainees, contractors or interns, as well as clients, customers or any other person.

ARTICLE 10. SENIORITY RIGHTS

Seniority for all Regular Full-Time Employees and Regular Part-Time Employees shall be defined as the most recent date of hire as a Regular Employee recognized by the Employer. If a Regular Employee leaves employment at Westside Community Services, and then returns within one calendar year, their seniority shall be from their previous date of hire less the period of time not employed at Westside.

ARTICLE 11. INTRODUCTORY PERIOD**Section 11.1**

The Introductory period for every employee covered by this Agreement is three (3) months from his/her date of hire.

Section 11.2

Employees in their introductory period may be discharged without just cause and may not seek redress through the Grievance Procedure. Westside shall not extend the introductory period for employees except as specifically allowed in Section 11.3.

Section 11.3

An Introductory Period Employee must satisfactorily complete and obtain all clearances required for his/her position during the introductory period. In the event that the required clearance cannot be completed during the introductory period, the employer and the employee may mutually agree to extend the introductory period.

ARTICLE 12. CATEGORIES OF EMPLOYEES**Section 12.1. Regular Employees**

- a. A Regular, Full-Time Employee is defined as an employee who is regularly employed to work 37.5 hours per week to 40 hours per week.
- b. A Regular, Part-Time Employee is defined as an employee who is regularly employed to work 20 or more hours per week but less than 37.5 hours per week.

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Section 12.2. Introductory Period Employees

An Introductory Period Employee is an employee who has not completed the prescribed introductory period. During the introductory period, an Introductory Period Employee is eligible to use PTO. An Introductory Period Employee accrues PTO hours during his/her introductory period.

Section 12.3. Temporary Employees

A Temporary Employee is a person hired for 90 days or less to perform a set of specific tasks. The temporary assignment may be extended in thirty (30) day increments up to no more than one year, based on operational needs of the program or department. At the end of the temporary assignment, the Temporary Employee shall be terminated. Temporary Employees are not covered by this Agreement.

Section 12.4. On Call Employees

An On Call Employee is hired to work less than 20 hours per week or on an intermittent basis. On Call Employees are not covered by this Agreement.

Section 12.5. Short-Hour Employees

A Short-hour Employee works a predetermined schedule of less than 20 hours a week. Short-Hour Employees are not covered by this Agreement.

Section 12.6. Interns

An intern is a student volunteer on Westside's work site as part of an established educational training program. Interns are not covered by this Agreement.

Section 12.7. Trainees

A Trainee is an employee hired as a part of a vocational training service for the purpose of developing their vocational skills. Trainees are not covered by this Agreement.

ARTICLE 13. BULLETIN BOARD

The Employer will provide a bulletin board at each work site or building that is under the control of Westside, which the Union may use. Management reserves the right to remove any offensive/derogatory postings.

ARTICLE 14. HEALTH AND SAFETY

The employer shall make reasonable efforts to maintain a work environment that is clean, safe, maintained in good repair, and properly lit, ventilated, and temperature controlled. Pursuant to relevant laws, rules, and regulations, unit members shall not be required to work under unsafe or hazardous conditions or perform tasks a reasonable person would consider dangerous to their health and safety.

ARTICLE 15. SUCCESSORSHIP

In the event of sale, transfer, merger or closure, the Employer will give the Union ninety (90) days advance notice.

ARTICLE 16. SAVINGS CLAUSE

If any provision of the Agreement or the application of such provision to any person or circumstance is ruled contrary to law, by any federal or state court of duly authorized agency, the remainder shall not be affected thereby.

*2024-2027 SEIU Local 1021 Collective Bargaining Agreement***ARTICLE 17. WAGES ARTICLE**

Base hourly wage rates for each represented class shall be as set forth in ATTACHMENT A to this Agreement.

If the City and County of San Francisco grants a Cost-of-Doing-Business ("COBD") increase to its funding for Westside programs in FY 2024-25, FY 2025-26, or FY 2026-27, Westside shall in each such year increase the base hourly wage rates of all unit members employed in impacted programs by such COBD percentage, retroactive to July of the relevant fiscal year.

If this Agreement is automatically renewed for additional one (1) year terms pursuant to Article 38, Westside shall in each such term continue to automatically "pass through" the full amount of any COBD granted by the City and County of San Francisco to unit members employed in impacted programs, retroactive to July 1 of the relevant fiscal year. If either party instead submits a timely written notice of its intent to terminate or modify the terms of this Agreement, however, the practice of automatically "passing through" the full amount of any COBD increase shall be extinguished, and any salary increases for that or any future year shall be negotiable as part of successor CBA bargaining.

ARTICLE 18. LONGEVITY PAY

Westside shall pay longevity premiums to employees employed with the organization after completion of an initial five (5) years of service, and after each additional five (5) years of service. The premium shall be an additional thirty cent (\$.30) per hour.

This section shall not apply to exempt employees.

ARTICLE 19. EDUCATION

For the term of this Agreement, Westside agrees to annually allocate a maximum of \$3,500 for tuition, classes, higher education, and/or education towards a licensure for Full-Time and Part-Time Employees. It is mutually agreed between the Employer and the Union that employees should enroll in free or low-cost programs when possible rather than higher cost but substantially similar programs. The parties agree that the Employer has the right to deny a request for reimbursement. The Union or the Employee may appeal the denial to management but cannot utilize the grievance procedure.

The fund will be offered on the fiscal year cycle. Funds not used in one year will be rolled over into the next year. Westside agrees to provide a yearly accounting of the fund to the Union within the month of September. The maximum allocation per employee for each period will be \$250.

Members are required to apply to the Human Resources Director for approval of funds. Management retains the discretion to determine which activities are appropriate for this fund. The following steps outline this process:

1. Employee must submit a Training Request Form to their Supervisor stating the desire to take a course.
2. The HR Director, in coordination with the employee's Supervisor will approve/disapprove the request to attend.
3. After completion of the course, the employee is required to provide proof of successful completion (passing grade) of the coursework, and complete an Employee Reimbursement Form.

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Westside agrees to send notice to all bargaining unit members of the education benefit and the process for applying at the beginning of each fiscal year. This fund is on a first come/first serve basis.

Section 19.1. Sensitivity Training

Westside seeks to promote cultural sensitivity. To that end, trainings will be provided or existing trainings will be advertised. Every worker should strive to attend at least one diversity/cultural sensitivity training a year.

Section 19.2. Redundant Training

Both parties agree that training is necessary and valuable. The agency supports training and therefore provides quality training to workers. With management approval, workers shall have the right to decline agency trainings if it is redundant or irrelevant to their work.

Section 19.3. Co-Worker Training

Workers who wish to provide training to their coworkers shall have the opportunity to create a proposal and submit it to management. If the proposal is accepted, the worker shall be released from regular duties in order to prepare. The approximate number of hours needed to prepare shall be included in the proposal. Non-acceptance of a proposal is not grievable, but is appealable to the CEO.

ARTICLE 20. MEDICAL/DENTAL INSURANCE**Section 20.1. Coverage**

The Employer shall provide employee-only cost of medical, dental and vision insurance for Regular Full-Time Employees and Regular Part-Time Employees who are assigned to work an FTE of thirty (30) or more hours per week, effective the first of the month following the date of hire, and shall cover the cost of such coverage subject to the employee's payment of a \$25 per pay period employee contribution. Eligible dependents can also be enrolled in non-employer paid medical and vision plans through voluntary employee payroll deductions. Employer agrees to maintain comparable coverage to the current medical and dental plans during the term of this agreement. During the term of this Agreement, Employer shall continue the practice of using the Kaiser employee-only rate to calculate the employee contribution for dependent coverage.

This section does not apply to the provision of co-pays. Should there be an increase in co-pays premiums or other costs to the workers, the Employer will enter into discussions with the Union. These conversations will be an exchange of ideas and will not be binding.

Section 20.2. Additional Benefit Fund

The additional benefit fund can be used to offset the cost of medical, dental and vision coverage for eligible dependents.

Section 20.3. Cashing Out Health Insurance

Westside does not provide cash in lieu of health insurance participation. Employees who were receiving a cash equivalent in lieu of health insurance coverage as of March 1, 2020 shall continue to be grandfathered on this benefit at the January 1, 2020 rate, as long as the grandfathered employee continues to annually submit written documentation of coverage by another health plan of substantially the same benefit level. If a grandfathered employee loses the alternative coverage they shall be responsible for informing Human Resources immediately.

*2024-2027 SEIU Local 1021 Collective Bargaining Agreement***ARTICLE 21. LIFE INSURANCE**

Beginning the first day of the month after the employee's hire date, the Employer shall enroll each Regular Full-Time Employee and Regular Part-Time Employee assigned to an FTE of thirty (30) hours or more per week in an employer-paid Life Insurance Policy in the amount equivalent to two (2) times the employee's current salary.

ARTICLE 22. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

Bereavement leave, with pay, is a benefit granted to all Regular Employees for absence necessitated by death of an immediate family member (father, step-father, mother, step-mother, grandfather, grandmother, father-in-law, mother-in-law, sister, brother, spouse, domestic partner, children (including step- and foster children) and significant others). No more than three (3) days of such paid bereavement leave may be taken. However, if services take place outside the State of California, one (1) extra day is granted for travel.

Employees who have been employed for at least thirty (30) days prior to the commencement of bereavement leave shall also be eligible for additional unpaid days of bereavement leave, up to a combined maximum of five (5) days leave per death. Such leave need not be taken on consecutive days but must be completed within three (3) months of the date the relevant death occurred. Employees may, but are not required to, use accrued PTO or available accrued sick leave or floating holidays to receive pay for otherwise unpaid days of bereavement leave.

All requests for bereavement leave must be made to the Supervisor. The employee may need to present proof of both relationship and death.

Unit members are also eligible for leave following qualifying reproductive loss events, consistent with state law. Such leave shall generally be unpaid, provided however that an employee may, but is not required to, use accrued PTO or available accrued sick leave or floating holidays to receive pay for otherwise unpaid days of reproductive loss leave.

ARTICLE 23. JURY DUTY

An employee who is called for jury service should respond to any summons, and must notify his/her supervisor of any summons received so appropriate plans can be made. While serving, an employee will receive full pay for days he/she served up to sixty (60) days within any twelve (12) month period. Employees will be required to show proof of service.

ARTICLE 24. PAID TIME OFF**Section 24.1 Eligibility**

Regular Full-Time Employees and Regular Part-Time Employees assigned to work an FTE of thirty (30) or more hours per week are eligible for the Paid Time Off Program (PTO). PTO is an employee's paid time away from work. Consistent with established practice, available PTO must be utilized as a condition of approval for all scheduled hours not worked. Regular Part-Time Employees assigned to work an FTE of less than thirty (30) hours per week are not eligible to accrue PTO, but may be eligible to accrue and use sick leave consistent with the requirements of state and local law.

Section 24.2 Accrual Rate

Eligible employees will accrue PTO hours, biweekly, prorated based on their FTE.

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Section 24.3. Maximum Accrual

The maximum PTO accrual is 300 hours. When an employee reaches this maximum accrual amount, there will be no future accruals until the employee's accrual falls below the maximum PTO. However, the Chief Executive Officer can approve accumulation above the limit based on program needs. An employee who has exhausted his/her PTO can request time off without pay as outlined in the section "Leaves of Absence". PTO requests are subject to supervisory approval.

Section 24.4. On Termination

Terminating employees will be paid for any unused PTO, and unused floating holidays, along with their final paycheck.

Section 24.5. Annual Paid Days Off

Length of Employment

30 Days to 1 Year	21 days
2-5 Years	23 days
6-10 Years	28 days
11 Years and Thereafter	31 days

Section 24.6. Cashing out of PTO

Every contract year employees may, at their sole discretion, elect to cash out up to 8 (eight) days of their accrued Paid Time Off. The total cash out amount may not exceed a total of 8 (eight) days for the year. An employee may not reduce his/her accrued PTO balance below 8 (eight) days by cashing out accrued PTO time.

ARTICLE 25. MISCELLANEOUS PROVISIONS

Section 25.1. Long Term Disability

Regular Full-Time Employees and Regular Part-Time Employees that work thirty (30) hours or more per week, after six (6) months of continuous service, any eligible employee who becomes totally disabled under the terms of the Westside insurance policy and cannot perform any and every part of his/her normal duties, will receive up to 66 2/3% of his/her monthly salary up to a maximum of \$6,000.00.

Section 25.2. Flexible Spending for Transportation Program

The employer shall maintain a Flexible Spending for Transportation/Parking Program which is an effective way for employees to pay for mass transit expenses. This plan shall allow employees to pay for eligible expenses (per IRS guidelines) on a pre-tax salary reduction basis.

Section 25.3. Additional Responsibilities Premium

At the Employer's sole discretion, employees will be paid additional pay for additional responsibilities. This additional pay, which will be added to their hourly wage, will be either \$.50 per hour, \$1.00 per hour, \$1.50 per hour, or \$2.00 per hour based on the following:

1. The employee is assigned significant additional responsibility over his/her regular tasks.
2. The Employer will provide the with an outline of duties when making such an assignment.
3. The additional pay may attach only to the hours worked performing the additional duties.

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4. The award of this Premium, including the level of the additional pay, is at the Employer's sole discretion.

Section 25.4. Bi-Lingual Premium

A non-exempt employee shall be paid a premium on their hourly wage of two (2) percent for providing Culturally and Linguistically Appropriate Services based on the following threshold requirements:

1. The employee regularly and consistently uses his or her non-English language for the purpose of providing services to patients, based on his/her job classification, in the course of his/her employment.
2. The non-English language is a threshold language as defined by Medi-Cal.
3. The employee passes a proficiency test in the non-English language and the culture associated with that language. This proficiency test will be oral and will be administered by ALTA Language Services. The cost of testing will be paid by Westside.
4. Workers who meet the bi-lingual threshold will have the opportunity to meet with their supervisor on a quarterly basis to adjust work load if necessary due to the extra duties associated with translation.

Westside retains the sole discretion to determine if an employee meets the threshold requirements.

Section 25.5. License Premium

In the event an employee receives a Marriage Family Therapist (MFT) or Licensed Clinical Social Worker (LCSW) license, the employee will receive two (2) dollars an hour more on an hourly basis.

Section 25.6. Doctor's Notes for Illness

Consistent with current policy and practices, any employee who is absent from work for illness greater than three (3) days for themselves or for a family member may be required to provide a doctor's notice to their supervisor/manager.

Section 25.7. Internal Posting of Vacancies

All vacant and new positions shall be announced by email to all employees. Internal candidates shall be considered first for vacant or new provisions.

ARTICLE 26. HOLIDAYS

Section 26.1 Paid Holidays

The following days shall be observed by the Employer as paid Holidays unless stated differently in this Agreement.

New Year's Day
Martin Luther King, Jr's Birthday
President's Day
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day

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Columbus Day
 Thanksgiving Day
 Christmas Eve Day (1/2 day)
 Christmas Day
 New Year's Eve Day (1/2 day)
 Floating Holidays (3)

Regular Part-Time Employees will receive a pro-rated amount of floating holidays based on their FTE and start date within the fiscal year. Floating Holidays must be approved in advance by the immediate supervisor, and may be used in hourly increments.

Section 26.2. Eligibility For Paid Holiday

All Regular Full-Time and Part-Time Employees are eligible for paid holidays based on their FTE status.

Section 26.3. Observation Of Paid Holidays

When a paid holiday falls on a Saturday, the Employer's programs and departments that operate Monday through Friday, close on the Friday before the holiday. When the paid holiday falls on a Sunday, the Employer closes its programs and departments on the following Monday. The days indicated above are the only paid holidays, unless stated differently in this Agreement.

Section 26.4. Pay For Holiday Not Worked

If a recognized paid holiday falls on a Regular Employee's day off the employee will be paid for the holiday equal to their part-time or full-time status.

Section 26.5. Pay For Holidays Worked By Eligible Staff

Regular Employees who work on a recognized paid holiday are paid at the regular straight-time hourly wage rate in addition to all hours worked on the holiday.

Section 26.6. Programs Operating Seven (7) Days A Week

If a recognized paid holiday falls on the weekend, Regular Employees who work on the paid holiday will receive holiday pay. If a Regular Employee works on the day the Employer observes the paid holiday, that employee will receive holiday pay. However, in no event will a Regular Employee receive double holiday pay if he/she works both days.

Section 26.7. Pay For Holidays Worked By Hourly/On Call Employees

All Hourly/On Call Employees who work a recognized paid holiday are paid at a rate of time and one-half for all hours worked.

ARTICLE 27. MANAGEMENT RIGHTS

The Employer has the duty and the right to manage its programs and departments, at all locations, and to direct the working staff. This included the right to hire, assign, plan, and schedule work, transfer, promote, demote, layoff, discipline, and discharge staff per protocols outlined in this agreement. When there are emergencies and unpredictable staffing shortages, the Employer has the right to assign management employees to perform bargaining unit work and to assign other staff as needed. All rights not specifically set forth in this Agreement are reserved to management.

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ARTICLE 28. NO STRIKE / NO LOCKOUT

Section 28.1. No Strike

It is mutually agreed there shall be no strike, sympathy strike, slow down or other stoppage of work by Union employees as well as no picketing of the Employer during the lifetime of this Agreement. The no strike language shall not apply in a case where the Board of Directors rejects a recommendation from an impartial arbitrator. In such case, the no strike/no picketing provisions set forth in this paragraph shall be suspended.

Section 28.2. No Lockout

There shall be no lockout by the Employer during the life of this Agreement.

ARTICLE 29. CORRECTIVE ACTION

An employee will not receive corrective actions except for just cause. Violations of Agency policies and rules, failing to follow standard industry practices (such as client privacy as outlined in HIPPA) when required by funders or licensing board rules and guidelines applicable to Westside may warrant corrective actions.

The goal of the employer is to correct the behavior and the formal system of corrective action includes, but is not limited to, the following. (This system might not always be appropriate, given the nature of the offense):

- Documented Verbal (not placed in the Personnel File)
- Written Warning with Performance Improvement Plan
- Final Written Warning
- Termination

Any Corrective Action or Performance Improvement Plans will be removed from the member's personnel file, if the subject of the Counseling or Plan has been successfully completed and the same or similar misconduct has not been repeated, after twelve (12) months. No Corrective Actions can be used for progressive discipline if the member has not repeated the same or similar infraction for twelve (12) months following the earlier incident, and behavior or performance deficiencies similar to the prior warning(s) which occur after the twelve (12) month period shall begin at the first step of the Corrective Action process.

If formal discipline is necessary the supervisor is to deliver that discipline in a private location outside of the hearing of other co-workers. The conversation must be held in a professional manner by both parties. Performance Evaluations are non-disciplinary.

The provisions of this Article do not supersede Employer's authority to discharge Introductory-Period Employees with or without just cause.

ARTICLE 30. TERMINATION

A non-Introductory Period Employee will not be terminated except for just cause.

Management, when releasing an employee during his/her introductory period will perform an exit interview during which, if appropriate, any performance issues will be discussed. The intent of this discussion is to be as constructive as possible for the employee being released.

*2024-2027 SEIU Local 1021 Collective Bargaining Agreement***ARTICLE 31. LAYOFF PROCEDURE**

Layoffs may occasionally be necessary. The Employer has sole authority in determining when a layoff is necessary. Procedures governing permanent layoffs are as follows:

Section 31.1. Prior Notice

When the Employer intends layoff(s), the Employer will immediately contact the Union by letter attached to an email a minimum of two (2) weeks prior to giving notice to the affected employee(s) for the purpose of discussing the impacts and potential alternatives to the layoff.

Affected Employees shall be given at least four (4) weeks written notice prior to lay-off, or four (4) weeks' pay, in lieu of the (4) weeks' notice. No notice will be required for situations considered as being outside the control of the Employer which may include fires, natural disasters and acts of God.

Section 31.2. COBRA Continuation

If an employee is laid off and opts for COBRA, management agrees to pay one (1) month of the employee's COBRA premium and management's portion of COBRA health premium for dependents, subsequent to the month in which the employee's Westside health benefits terminate.

Section 31.3. Order of Layoffs

Layoffs shall be based on the seniority system, within the affected position, in each job classification; the most recently hired will be first laid off.

Section 31.4. Voluntary Layoff

In the event of a layoff, volunteers may be accepted prior to the imposition of the involuntary layoff or reduction in hours. Voluntary layoffs are position and program specific.

Section 31.5. Bumping

When a position is eliminated, and the affected employee in that position has seniority over other employees in the same job classification, then the affected employee may "bump" the most recently hired employee in the same job classification, provided that the employee bumping meets the qualifications for the position.

Section 31.6. Recall

Employees who are laid off shall be placed on a reinstatement list in the order of seniority for a period of six (6) months from the date of layoff. Employees will be recalled to their prior position at the same salary level they were on when they were laid off. Employees who are laid off may be offered reinstatement to positions other than the position from which they were laid off if they are determined by the Employer to be qualified to perform the available work. Offers of reinstatement by the Employer shall be sent to the employee by certified mail. It is the employee's responsibility to notify the Employer of any change of address or change in employment status. Laid off employees shall have ten (10) business days from date the offer of reinstatement was sent to respond.

No new employee shall be hired into a classification in which an eligible (eligible for the job) employee is on layoff status until either the layoff list has expired or all such laid off employees have been offered the option to return to work.

*2024-2027 SEIU Local 1021 Collective Bargaining Agreement***ARTICLE 32. LEAVES OF ABSENCE****Section 32.1. Personal Leave Of Absence**

After completing their introductory period regular full time or part time Employees may apply for a Leave of Absence, up to four (4) months, without pay, at the discretion of the Executive Director. A Regular Employee on an approved Leave of Absence receives no salary while off work or fringe benefits during the period of the leave.

Section 32.2. Family Medical Leave Of Absence

Consistent with the requirements of the federal Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act of 1993 ("CFRA"), as amended, an eligible employee is entitled to take up to twelve (12) weeks of unpaid job-protected leave in a twelve (12) month period for specified family and medical reasons. For most but not all purposes, eligibility for protected family medical leave under the FMLA and CFRA shall run concurrently. For purposes of this section "family" is defined to include spouses, registered domestic partners, parents, children, grandparents, grandchildren, and siblings. For CFRA purposes only, family medical leave may also be used to care for a "designated person," defined as someone else related by blood or in a family-like relationship who has a serious health condition, provided however that family leave may only be used for one such designated person in any twelve (12) month period.

Employees qualifying for Paid Family Leave (PFL) insurance through California's Employment Development Department, shall be granted up to six (6) weeks leave to care for a seriously ill parent, spouse, partner, or child, or to bond with a newborn, newly adopted child or foster child placed with the employee. During this leave the employee shall, if qualifying, receive income based on the State Disability schedule of payments. Such employees shall not be required to use PTO before qualifying for benefits, but may elect to use accrued PTO or sick time during the seven day waiting period. Employees may also use their remaining accrued PTO or sick time to supplement the PFL payments up to, but not exceeding, their normal pay. Employees are required to take leave under the federal FMLA and the CFRA at the same time they are receiving Paid Family Leave insurance benefits.

Upon return from family care and medical leave, or from PFL, an employee will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

Section 32.3. Health Leave Of Absence

All Regular Employees who have successfully completed their introductory period may apply for a Health Leave of Absence up to 120 days provided he/she can show a disability that will extend beyond his/her accrued PTO hours.

The Regular Employee must provide a written statement from a licensed physician. The written statement must indicate the nature of the disability and an estimate of the period of time that the Regular Employee will be unable to work.

Regular Employees taking a Health Leave of Absence will be allowed to continue participating in any health and welfare benefit plans in which he or she was enrolled before the first day of the leave (up to 120 calendar days) at the level of coverage as though the employee had continued employment during the duration of such leave. Westside will continue to make the same premium contribution as if the employee had continued working.

Regular Employees receive no salary during this leave of absence.

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A pregnant employee, who is not eligible for a Health Leave of Absence, is eligible for a leave of absence under the California State's Pregnancy/Disability Leave law.

Section 32.4. Adjustment of Benefit Date

Any Leave of Absence results in an adjustment of the employee's benefit date.

Section 32.5. Occupational Injury/Illness Leave Of Absence

An occupational Injury/Illness Leave of Absence shall be granted for the period of the employee's disability based on the physician's written statement setting forth the length of the disability. However, the Occupational Injury/Illness Leave of Absence will not exceed a maximum period of 12 months.

During the 12 month time period that the Employee is on an occupational Injury/Illness Leave of Absence, the Employee's medical benefit insurance premium payments will be paid by the Employer.

If the employee has elected to not be covered by the Employer's Health Plan they shall be paid an amount equivalent to the cost of their alternative insurance. This amount shall not exceed the cost of the Employer's health insurance plan.

Section 32.6. Return To Work From Leave Of Absence

An employee on an Occupational Injury/Illness Leave of Absence cannot return to work without the written approval of a medical doctor. The returning employee will be placed in the same position held at the time of leaving, or one as nearly like it as possible. If no job opening exists for which the employee is qualified he/she will be placed on a preferred hiring list.

Employees returning from a medical leave of absence for maternity reasons within and including the four (4) months will have her position, or a comparable position, waiting for her upon her timely return from leave.

The returning employee must provide his/her immediate supervisor with at least two (2) weeks written advance notice of the date the employee intends to return to work. After the employee receives supervisory approval of his/her return to work date, and then fails to report to work on the date confirmed with the immediate supervisor, the Employee will be terminated.

ARTICLE 33. FINGERPRINTING

Westside will require the fingerprinting of all employees. Westside shall bear the full cost of fingerprinting including, but not limited to, paid release time.

ARTICLE 34. ADDITIONAL BENEFIT FUND

Regular Full-Time Employees and Regular Part-Time Employees assigned to work an FTE of thirty (30) or more hours per week are eligible for the additional Benefit Fund. The potential allocated benefit will be calculated based on years of employment, will accrue biweekly, and will be prorated for part time employees, based upon the following categories:

<u>Length of employment</u>	<u>Allocation</u>
0-2 year	
2-3 years	\$1,200
4 years and thereafter	\$1,600

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The benefit can only be:

1. Used to offset the cost of medical, dental and/or vision coverage for eligible dependents;
or
2. Applied to the employee's 403-B tax deferred annuity plan.

It is understood that the money available to employees from the additional benefit fund annual allocation will be on a fiscal year basis. This additional money from the Employer is in addition to the money employees can choose to set aside under the 125 Plan.

ARTICLE 35. ALTERNATE WORK SCHEDULES

Alternative work schedules are permitted for exempt, Full-Time Employees, and shall be coordinated/approved by the Program Director/Manager and Director of Human Resources. If there is more than one request per program and program needs restrict the number of employees that can be on an alternative work schedule, the employee(s) with the highest seniority shall be granted the alternative work schedule. In the event an employee is denied an alternative work schedule, the Union can appeal the decision.

The following criteria must be met at all times while on an alternative work schedule:

- Employee is still able to meet all job requirements with the modified schedule and is in good standing in regards to performance.

Alternative work schedule employees still accrue the same PTO per pay period as other staff regardless of schedule worked. Employees are expected to account for their total weekly hours (37.5 or 40) either by work time or PTO.

PTO, Jury Duty, Bereavement, Holidays and Floating Holiday days are taken in the same number of hours they were scheduled to work that day (i.e., a 10 hour per day employee takes 10 hours of PTO, 8 hours Floating Holiday and 2 hours PTO, or Jury Duty).

If a holiday lands on a day the employee is NOT scheduled to work the employee receives one work day of holiday pay and the employee should make a schedule adjustment during that pay period to take that time off so that their total time worked in the pay period is the appropriate 75 or 80 hrs.

The alternative work schedule is a privilege that can be revoked at any time due to performance issues or to meet program needs. The alternative work schedule privilege is not subject the grievance procedure. Should the alternative work schedule be revoked management will give as much notice as possible to accommodate special circumstances such as school schedules and child/parent care needs.

ARTICLE 36. 360° EVALUATIONS

Both parties agree that feedback is a useful tool for improvement. Employees shall have the opportunity to evaluate their programs and immediate supervisor(s) annually. Employees shall receive a minimum of two (2) weeks' notice of the evaluation window. Employee evaluations shall be kept confidential.

ARTICLE 37. LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management Committee shall be established and shall be composed of two (2) to four (4) management representatives of the Employer, and two (2) to four (4) employee representatives of the Bargaining Unit - all employees of the Employer. They shall

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meet quarterly for one (1) hour (unless otherwise mutually agreed upon) on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including, but not limited to, health and safety, policies and procedures. The activities of the Committee are advisory and not subject to the Agreement's grievance procedure.

ARTICLE 38. NEUTRALITY

The Service Employees International Union Local 1021 ("The Union") and Westside Community Services ("The Employer") mutually affirm that a respectful, cooperative and constructive relationship between the Employer and the Union is essential and mutually beneficial for the Employer's continued success. The Union is considered a valuable partner in achieving this success.

The Employer unequivocally affirms its respect and support for its employees' right to freely choose whether and by whom to be represented for collective bargaining purposes. The Employer agrees to adopt a position of neutrality regarding any organizing campaign or effort that may occur during the term of this Agreement, and which could affect the Union's representation of the current acknowledged appropriate bargaining unit or any other appropriate bargaining unit. Neutrality means that, except as explicitly provided herein, the Employer will not directly or indirectly involve itself in, or help or hinder, efforts by the Union or any other employee organization to campaign or influence currently unrepresented Westside employees to sign authorization cards, or to otherwise aid, assist or support the Union or any other employee organization.

The Employer further affirms that it shall not discriminate, discharge, lay-off, or discipline any employees because that employee has joined the Union, signed an authorization card, or engaged in any type of protected union activity, provided however that it does not waive its right to issue corrective action should an employee violate its lawful policies restricting the time, place or manner of otherwise protected activity. In turn, the Union and its representatives affirm that they will not coerce, threaten, or intentionally misstate any fact to any employees of the Employer in an effort to obtain authorization cards.

If during the term of this Agreement the Union claims to have achieved majority status as to currently unrepresented employees of the Employer, it shall notify the Employer of that claim in writing with a clear description of the new or modified collective bargaining unit(s) for which it wishes to be recognized as exclusive bargaining representative. Within 10 days of such notice, the parties shall meet and discuss the Union's claim. Following that meeting, the Employer shall either (1) mutually agree with the Union to be bound by the determination of a mutually acceptable neutral third party, who will verify the Union's majority status based on review of signed authorization cards, or (2) promptly submit a formal request that the NLRB conduct an election to resolve the question regarding representation.


ARTICLE 39. TERM OF AGREEMENT & RE-OPENER

This agreement shall be effective as of the date of signing, and shall continue in effect until June 30, 2027. Beginning with July 1, 2027, this Agreement shall be automatically renewed for one (1) year on each anniversary unless it is terminated or modified in accordance with the following procedure. This agreement may be terminated as of June 30, 2027, or on any anniversary date thereafter, by written notice by Westside or the Union to the other. Either Westside or the Union may deliver to the other, at least ninety (90) days prior to June 30, 2027, or any subsequent anniversary date, a notice of its desire to modify any term or terms of this Agreement.

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In witness whereof the parties have executed this Agreement on October 16, 2024.

**FOR SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1021:**


Signed by:

Cade Crowell, SEIU 1021 Field Representative

DocuSigned by:


Omar Fall, SEIU 1021 SF Director

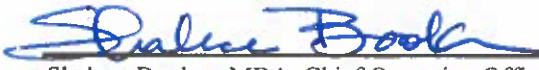
Signed by:

Glen Clark

DocuSigned by:

David Canham, SEIU 1021 Executive Director

FOR WESTSIDE COMMUNITY SERVICES:


Mary Ann Jones, Ph.D., Chief Executive Officer


Shalece Booker, MBA, Chief Operating Officer


Sergio Perez, Chief Financial Officer

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ATTACHMENT A

Classification Title	New Hire Base Wage Rates	Base Wage Rates With Additional 2.50% Increase Effective 7/1/2024
Certified Nursing Assistant (CNA)	\$28.36	\$29.07
Clinical Case Manager -Ajani	\$45.73	\$46.87
Clinical Case Manager -Outpatient	\$45.73	\$46.87
Dispensing Nurse	\$35.49	\$36.38
Health Information Services Clerk I (HISC I)	\$21.96	\$22.51
Health Information Services Clerk II (HISC II)	\$24.91	\$25.53
Health Information Services Clerk I (HISC III)	\$33.33	\$34.16
Homemaker Scheduler	\$26.02	\$26.67
Licensed Vocational Nurse	\$39.03	\$40.01
RN Case Manager	\$55.35	\$56.73
Social Worker Case Manager	\$34.88	\$35.75
Treatment Counselor	\$31.47	\$32.26