

Tentative Agreement
Lincoln and SEIU Local 1021
June 16, 2021

Following are Lincoln’s proposals for a successor collective bargaining agreement and responses to the union’s May 6, 2021 proposals.

Union Proposals 1. and 2. Three year contract from 7/1/2021 – 6/30/2024.

Lincoln proposes a four year agreement (7/1/2021 – 6/30/2025). Article 41 – Term to be modified as follows:

ARTICLE 41 – TERM

The effective date of the Agreement is when the Agreement has been signed by both parties and all necessary approvals and ratifications have been obtained.

This Agreement shall continue in full force and effect from July 1, ~~2018~~ 2021 until 11:59 PM on June 30, ~~2021~~ 2025, at which time the Agreement shall terminate. Either party may give written notice to the other of the desire to renew or renegotiate this Agreement no less than sixty (60) days or more than ninety (90) days before the termination date of this Agreement.

Union Proposals 3. And 4. COLA 3.5% each year and upgrade each classification to current market rates. Lincoln proposes the following adjustments Article

ARTICLE 23 – SALARIES

Salary Plan.

The Employer shall compensate Employees within the following salary range for the respective classifications.

~~Effective the First Pay Period in September 2017:~~

CLASSIFICATION	MINIMUM	MIDPOINT	MAXIMUM
IS-1	\$12.74	\$15.48	\$18.57
BIS	\$14.24	\$17.80	\$21.36
IS-2 Administrative Support Coordinator Kinship Navigator			
Administrative Assistant IS-3	\$16.38	\$20.48	\$24.56

Effective the pay period beginning September 10, 2018 or the first payroll period after ratification, whichever is later:

CLASSIFICATION	Introductory Period	Hourly Wage After Completion of Introductory Period
Intervention Specialist I Academic Mentor I Kin Navigator I Parent Partner I		\$17.00*
Administrative Support Coordinator Intervention Specialist II Academic Mentor II Kin Navigator II Parent Partner II Behavioral Intervention Specialist		\$18.50*
Administrative Assistant Intervention Specialist III		\$20.00*

*Incumbents of a classification that currently receive an hourly wage in excess of the Hourly Wage After Completion of Introductory Period shall receive a \$0.30 per hour wage increase.

Effective the First Pay Period in September 2019:

CLASSIFICATION	Introductory Period	Hourly Wage After Completion of Introductory Period
Intervention Specialist I Academic Mentor I Kin Navigator I Parent Partner I	\$17.00	\$17.50*
Administrative Support Coordinator Intervention Specialist II Academic Mentor II Kin Navigator II	\$18.50	\$19.00*

Parent Partner II Behavioral Intervention Specialist		
Administrative Assistant Intervention Specialist III	\$20.00	\$20.50*

*Incumbents of a classification that currently receive an hourly wage in excess of the Hourly Wage After Completion of Introductory Period shall receive a \$0.30 per hour wage.

Effective the First Pay Period in September 2020:

CLASSIFICATION	Introductory Period	Hourly Wage After Completion of Introductory Period
Intervention Specialist I Academic Mentor I Kin Navigator I Parent Partner I	\$17.50	\$18.00*
Administrative Support Coordinator Intervention Specialist II Academic Mentor II Kin Navigator II Parent Partner II Behavioral Intervention Specialist	\$19.00	\$19.50*
Administrative Assistant Intervention Specialist III	\$20.50	\$21.00*

Effective the First Pay Period in September 2021 or First Pay Period Following Union Ratification
Whichever is Later:

CLASSIFICATION	Hourly Wage
Academic Mentor Administrative Assistant Administrative Support Coordinator Behavioral Intervention Specialist	\$25.00

Intervention Specialist	
Maintenance Technician	
Parent Partner	
Youth Mentor	

Effective the First Pay Period in September 2022:

CLASSICATION	Hourly Wage	Hourly Wage After Completion of Introductory Period
Academic Mentor	\$25.00	\$25.50
Administrative Assistant		
Administrative Support Coordinator		
Behavioral Intervention Specialist		
Intervention Specialist		
Maintenance Technician		
Parent Partner		
Youth Mentor		

Effective the First Pay Period in September 2023:

CLASSICATION	Hourly Wage	Hourly Wage After Completion of Introductory Period
Academic Mentor	\$25.50	\$26.00
Administrative Assistant		
Administrative Support Coordinator		
Behavioral Intervention Specialist		
Intervention Specialist		
Maintenance Technician		
Parent Partner		
Youth Mentor		

Effective the First Pay Period in September 2024:

CLASSIFICATION	Hourly Wage	Hourly Wage After Completion of Introductory Period
Academic Mentor	\$26.00	\$26.50
Administrative Assistant		
Administrative Support Coordinator		
Behavioral Intervention Specialist		
Intervention Specialist		
Maintenance Technician		
Parent Partner		
Youth Mentor		

If a regular Employee terminates his or her employment with the Agency, and later is re-employed in the same job classification, the President/CEO shall grant reinstatement at the Employee's previous salary level, so long as the Employee meets all of the existing standards and qualifications for the job classification. The Employee shall be reinstated without past accrued seniority.

Union Proposal 5. Discuss other terms on whether or not they remain the same.

Lincoln is agreeable to the remainder of the CBA remaining the same with the following exceptions:

ARTICLE 24 - PAID TIME OFF (PTO)

The Agency shall institute Paid Time Off (PTO) effective January 1, 2008.

Accrual:

- a) PTO accrues on a daily basis.
- b) Employees hired prior to January 1, 2007 shall accrue 1.108 hours per day of PTO.
- c) Employees hired after January 1, 2007 shall accrue 0.923 hours per day of PTO.
- d) Full-time employees shall commence accruing PTO on their date of hire.
- e) Part-time employees shall commence accruing PTO, on a pro-rated basis, on their date of hire.

Maximum Accumulation:

An Employee may accrue up to 40 (forty) days (or 320 hours) of PTO, with such cap being pro-rated for part-time Employees. Once an Employee reaches the maximum accumulation, no further PTO will be accrued until the Employee's PTO balance is reduced and is below the maximum accumulation amount.

PTO Use:

- a) PTO days or hours may be used for time off with appropriate notice.
- b) PTO must be used for all time off (including Sick Leave and Family Sick Leave), except Bereavement Leave, Jury Duty, and Military Leave. Additional leave without pay may be granted only when all PTO has been exhausted.
- c) PTO hours may not be used to extend employment.
- d) With the exception of emergencies or illnesses, PTO must be requested by the Employee in advance, and agreed to in advance by the Program Director or Supervisor. In cases of absences for emergencies or illnesses, the Employee shall notify the Program Director or Supervisor in accordance with established policies and practices.

PTO Requests of More Than Three Consecutive Days:

- a) Conflicting requests will be resolved in favor of the Employee with the greatest seniority.
- b) PTO requests will be considered on a first-come, first served basis, and responded to in writing, no later than two (2) weeks after submission. The Employer shall make a reasonable effort to accommodate employee PTO requests.

Use of accrued PTO is by mutual agreement between the Employee and the Supervisor and preference of PTO shall be given to Employees according to their seniority in their department as reasonably as possible unless otherwise provided in the supplemental sections of this Agreement.

- d) PTO Advance.

PTO Cash out. An employee may cash out up to maximum of ~~96~~ **80** hours of accrued PTO during a calendar year, as long as the employee maintains a minimum of 40 hours of PTO after the completion of the PTO cash out. Accrued PTO may be cashed out at any time, upon two (2) working days' notice from the employee with the approval of CFO.

PTO Integration. PTO is integrated with SDI, PFL (Paid Family Leave) and Workers Compensation. It is the Employee's responsibility to inform the Employer, by submitting the appropriate documentation, of the amount of payment received from SDI, PFL or Workers Compensation.

ARTICLE 13 - PART-TIME EMPLOYEE BENEFITS

Benefits for Part-Time Employees. Part-time Employees who are regularly scheduled to work more than twenty (20) hours per week but less than forty (40) hours per week, shall be eligible on a pro-rata basis for the following paid benefits accorded Regular Employees: PTO, ~~Agency-observed holidays~~ as well as all other types of leave with pay with the exception of holidays on the following basis:

Scheduled Hours Per Week	Benefit Pro-rata
20 hours	0.5
24 hours	0.6
28 hours	0.7
32 hours	0.8
36 hours	0.9

Part-time Employees will receive a bank of holiday hours pro-rated based on their full-time equivalent (FTE) and the number of holidays in the fiscal year period. Full-time Employees converting to part-time status or newly hired part-time Employees will receive a bank of holiday hours each fiscal year that is pro-rated by their FTE, and by the number of holidays remaining in the fiscal year period at the time of their conversion or hire. For example:

- a. **A part-time, 0.5 FTE, employee hired on 7/1 would receive 5 days or 40 hours of holiday pay in their initial bank (based on 10 full-time holidays for the period 7/1 – 6/30)**
- b. **A part-time, 0.5 FTE, employee hired on 1/8 would receive 1.5 days or 12 hours of holiday pay in their initial bank (based on 3 full-time holidays for the period 1/8 – 6/30)**
- c. **A part-time, 0.8 FTE, employee hired on 11/1 would receive 6.4 days or 51.2 hours of holiday pay in their initial bank (based on 8 full-time holidays for the period 11/1 – 6/30)**

Part-time holiday hours may only be used on Agency-observed holidays.

Employees who are regularly scheduled to work twenty (20) hours or more per week shall be eligible to participate in Agency health coverage plans.

If the Employee subject to this section believes they are being scheduled on a regular basis in such a manner so as to avoid payment of benefits as enumerated in this Article, said alleged abuse shall be subject to the grievance/arbitration procedure.

ARTICLE 26 - HOLIDAYS

Holidays. The Agency **will observe ten (10) holidays per year. The holidays and dates of observance will be established annually by the Employer.** ~~observes the following holidays:~~

[An example of the holiday schedule is attached as Attachment 1]

~~New Year's Day (January 1)~~

~~Martin Luther King's Birthday (Third Monday in January)~~

~~Washington's Birthday (Third Monday in February)~~

~~Memorial Day (Last Monday in May)~~

~~Fourth of July (July 4)~~

~~Labor Day (First Monday in September)~~

Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving Day (fourth Friday in November)

Christmas Day (December 25)

~~Full-time Employees not scheduled to work on an observed holiday shall receive eight (8) hours' pay at their regular straight time pay for the holiday.~~ **[Moved to Holiday Pay below.]**

~~Part-time Employees who are regularly scheduled to work more than twenty (20) hours per week, but less than forty (40) hours per week, and who are not scheduled to work on an observed holiday, shall be paid their straight time pay for the holiday on a pro-rata basis in accordance with Article 13.~~

The Employer shall attempt to schedule volunteers for work on holidays; however, if in the opinion of the Employer there is an insufficient number of suitable volunteers, Employees normally scheduled to work that day and shift shall be so assigned.

~~If one of the above referenced holidays falls on a Saturday, the preceding Friday may be the observed holiday; if one of the above referenced holidays falls on a Sunday, the following Monday may be the observed holiday or observed in accordance with the published holiday list provided by the Employer at the beginning of the year.~~

Holiday Pay:

- (a) ~~Eligibility Pay and Scheduling. Each eligible regular and part-time Employee shall receive holiday pay computed at the Employee's regular straight hourly rate of pay for their classification for the hours they would have been regularly scheduled to work on the above observed holidays.~~ **Full-time Employees not scheduled to work on an observed holiday shall receive eight (8) hours' pay at their regular straight time pay for the holiday.** **[Moved from above.]**

Part-time Employees have the option of using their holiday bank hours or being in unpaid status for the holiday. If electing to use holiday bank hours the Employee will enter the number of part-time holiday hours on their timesheet and the supervisor will approve them subject to the employee having sufficient hours in their holiday bank.

- (b) To the maximum extent possible, Employees will not be required to work more than two of the following three holidays - Christmas, New Year's Day and Thanksgiving. Employees will request said holidays off listing their preference. When there is a conflict, seniority will govern.
- (c) Employees shall not be eligible for holiday pay:
- (1) An Employee who fails to work the Employee's scheduled workday before or after a holiday.
 - (2) An Employee who fails to work the observed holiday when such holiday is scheduled as a workday for that Employee.

Employees shall receive two times their straight-time hourly rate of pay; for each hour worked on a holiday.

There shall be no duplication or pyramiding of daily and weekly pay, premium pay and/or overtime pay and such will not be paid on the same hours.

ARTICLE 27 - HEALTH AND WELFARE

Medical, dental and vision coverage and a Section 125 Plan are available for all full-time and part-time employees who are regularly scheduled to work 20 (twenty) or more hours per week.

Enrollment, or change in coverage, is opened annually, for a one-month period, beginning sometime in November of each year, with an effective date of January 1. Health premium costs, dependent day care expenses and/or certain non-reimbursable medical expenses up to the limits defined by the IRS (as defined by state and/or federal statutes) may be paid through payroll deductions, before taxes, under Section 125 of the IRS Code (Section 125 Plan).

Effective January ~~2018~~**2022** and each January there after the Employer’s monthly contribution for health insurance premium coverage shall be in accordance with the table below.

	January 2018	January 2019	January 2020	January 2021
Employee Only	\$575.00	\$590.00	\$605.00	\$620.00
Employee + Child	Employer contribution shall be 75% of the total premium	Employer contribution shall be 75% of the total premium	Employer contribution shall be 75% of the total premium	Employer contribution shall be 75% of the total premium

	January 2021	January 2022	January 2023	January 2024	January 2025
Employee Only	\$620.00	\$635.00	\$650.00	\$665.00	\$680.00
Employee + Child	Employer contribution shall be 75% of the total premium	Employer contribution shall be 75% of the total premium	Employer contribution shall be 75% of the total premium	Employer contribution shall be 75% of the total premium	Employer contribution shall be 75% of the total premium

An employee may elect any or all of the insurance plans offered; however, all Employees must have major medical health coverage. Enrollment in the Agency plans will be waived if proof of current major medical coverage is provided to the Human Resources Department. Effective December 1, 2015, the in-lieu payment for medical insurance shall be \$200 per month. During the term of the agreement, the Employer may give the Union written notice that the Employer would like to meet and confer regarding the in-lieu payment for medical insurance. The parties will meet and confer within thirty (30) calendar days of the Employer providing written notice.

Effective January 1, 2016 the employer monthly contribution for dental insurance premium coverage shall be in accordance with the table below:

	Dental HMO	Dental PPO
Employee Only	\$11.00	\$11.00
Employee + Spouse	\$11.00	\$11.00
Employee + Child	\$11.00	\$11.00
Family	\$11.00	\$11.00

The employer monthly contribution for vision insurance premium coverage shall be in accordance with the table below:

	Vision (Materials)	Vision (Exams)
Employee Only	\$4.00	\$4.00
Employee + Spouse	\$4.00	\$4.00
Employee + Child	\$4.00	\$4.00
Family	\$4.00	\$4.00

Upon separation from the Agency, Employees are entitled to continue their health coverage as provided by the COBRA. The Employer shall inform Employees who are eligible for health insurance coverage continuation of their right to said coverage and the application procedure and cost of such coverage within the time limits prescribed by law.