

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN**

**SAN ANDREAS
REGIONAL CENTER**

And

**SOCIAL SERVICES UNION
SEIU LOCAL 521**

January 1, 2017 to June 30, 2020

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Union Contract

AGREEMENT

This Agreement shall be effective January 1, 2017, and is entered into by SAN ANDREAS REGIONAL CENTER, INC. (the “Employer” or “Regional Center”) and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521 (“SEIU” or the “Union”).

This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations in conflict with a specific provision of this Agreement.

SECTION 1 – RECOGNITION

The Regional Center recognizes the Union as the exclusive bargaining representative for all employees, excluding supervisory, confidential and temporary employees.

SECTION 2 – NO DISCRIMINATION

- A. Neither the Regional Center nor the Union shall unlawfully discriminate against any employee or applicant for employment on account of race, color, religion, national origin, ancestry, sex, sexual orientation, marital status, physical or mental disability, medical condition or age (over 40).
- B. The Regional Center agrees not to discriminate against any employee because of membership in the Union, or because of any activities on behalf of the Union. The Union agrees not to discriminate against any employee because of lack of Union membership or lack of activities on behalf of the Union.

SECTION 3 – UNION SECURITY, DUES CHECK OFF AND NOTIFICATION

- A. Each employee covered by the Agreement who is hired subsequent to the execution of the Agreement shall, within 31 calendar days after date of hire, as a condition of employment, either: (1) acquire membership in the Union; or (2) tender to the Union a service fee equal to the standard initiation fee and periodic dues uniformly required as a condition of membership in the Union. An employee may contact the Union to request the Union's policy on nonchargeable expenses. Current employees are allowed to change their current status under Section 3 as specified in Section 3(D), but if they change their option, they have to choose between options 1 and 2.
- B. If any employee fails to comply with Paragraph A above, the Regional Center will notify the Union and will counsel such employee as to his/her obligation thereunder. Failure of the employee to retroactively comply with Paragraph A within the succeeding 15 calendar days will result in automatic termination.
- C. No employee shall be separated for non-membership in the Union if the Regional Center has reasonable grounds for believing that the Union's request is for reasons other than the failure of the employee to remain in good standing.

- D. On an annual basis, between December 1st and December 15th, employees may, by written notification delivered to the Union, choose to switch between option (1) and (2) as set forth in Paragraph A of this Section. The Union will provide written notice to the Regional Center of any employee who has elected to switch options as well as provide the Regional Center with the information necessary for the service fee to be deducted, if applicable, from an employee's paycheck. The Union shall provide this notice to the Regional Center within five days of its receipt of the written notice from the employee(s).
- E. The Regional Center agrees to deduct periodic dues from the employee's paycheck and promptly remit to the Union upon submission to the Regional Center of a proper written authorization by the employee.
- F. The Regional Center shall promptly notify the Union, in writing, of the name, mailing address, starting salary, classification, and date of hire of any new employee within the bargaining unit. The Regional Center shall send to the Union, monthly, a list of bargaining unit employees terminated during the previous month. The Regional Center shall notify the representative designated by the Union no later than 1 week prior to the first day of employment of the employee's name, date of hire and job title.
- G. The Union will hold harmless the Regional Center against any claim which may be made by any person by reason of said deduction or other action taken or not taken as required by this Section, including the costs, attorney fees and other expenses of defending against such a claim.

SECTION 4 – BULLETIN BOARDS

- A. The Regional Center shall make bulletin boards available in the following work areas frequented by employees covered by the Agreement for the posting of official notices and announcements of the Union. At the San Jose office there shall be bulletin boards provided exclusively for the Union, each in the Shadowbrook and Verona break rooms. At the Watsonville and Salinas offices there shall be one bulletin board each provided exclusively for the Union.

Such materials shall be posted by the officials of the Union and removed when no longer timely.

Posted notices shall be in keeping with a positive employee relations atmosphere.

- B. Except for Union materials posted on bulletin boards (Section A), Union materials may be posted or exhibited only within the employee's personal workspace. Union materials shall not be posted in any common area. However, Union-meeting notices may be posted in lunchrooms and by electronic mail.
- C. Regional Center equipment, materials, supplies or interdepartmental mail systems shall not be used for the preparation, reproduction or distribution of notices, nor shall such notices be prepared by Regional Center employees during their regular working time.

SECTION 5 – SHOP STEWARDS AND UNION OFFICERS

The Union may designate employees as Shop Stewards. It is agreed that the Shop Stewards and Union Officers shall be allowed reasonable work time necessary to assist in processing grievances. Stewards and Union Officers shall not otherwise conduct Union business on Regional Center time unless one of the following conditions exists:

- A. Management requests that an issue be discussed. Such request is to be in writing and sent to the appropriate Union Representative. Such request is to be acknowledged by the Union Representative in writing.
- B. A grievance investigation is to be discussed by the Union Executive Board members. In such a situation, the Union will notify the Regional Center, in writing, and the Regional Center will respond acknowledging that meeting, in writing.
- C. A Shop Steward and/or Union Officer serving as a Weingarten representative when so requested by an employee, during the regularly scheduled work shift.

Meetings identified in Paragraphs A and B will normally take place during the lunch break period of the employees involved and may continue into agency work hours, if necessary.

The Union shall notify the Regional Center of the identity of the currently designated Union Officers and Shop Stewards and any changes thereof.

SECTION 6 – MEETING FACILITIES

The Regional Center agrees that meeting room facilities may be made available during non-working hours for use by the Union provided such facilities are available and that there would be no cost to the Regional Center. Application for such use shall be made to the Executive Director by a Union Officer or his/her designee in writing, and must be made at least 24 hours in advance of the meeting. Such request shall be granted or denied solely at the discretion of the Executive Director or his/her designee. Attendance shall be limited only to those employees who are not on work time. The Union agrees to designate a Union Officer to be responsible for security of the building. The Union agrees to leave facilities used in a clean and orderly condition. The Union agrees to provide the Regional Center with a list of Union Officers on an annual basis or whenever there is a change in Union Officers.

SECTION 7 – VISITS BY UNION REPRESENTATIVE

A duly authorized representative of the Union shall be permitted to enter the Regional Center's building and grounds, in which employees covered hereby are employed, at reasonable times for representation purposes. Union representatives desiring such access shall first request permission from the Executive Director or designee and shall provide an explanation of the purpose for the visit. The Union representative shall attempt to give at least twenty-four (24) hours notice prior to the anticipated visit, but at a minimum shall provide twelve (12) hours notice, except in emergency situations where twelve (12) hours notice cannot be given. In order for an emergency situation to exist for purposes of this Article, both

the Union representative and the Executive Director or designee must agree that an emergency situation exists prior to the visit. The Regional Center representative may deny access to the work location if in his/her judgment it is deemed that a visit at that time will interfere with the operations of the facility. The Regional Center's denial of the access shall not be done for arbitrary or capricious reasons. In such a situation, the Regional Center representative will offer an alternative time and/or location for the visit.

The Union representative must advise the Human Resources Director or designee immediately upon entering the building and must confine the visit to non-working areas of the facility, unless accompanied by a Regional Center representative. The Union representative's visit shall not interfere with the operations of the facilities and may not interfere with or take an employee away from their work.

The Union shall give to management, and the Human Resources Director/and or designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by the Union. Access shall only be granted to Union staff representatives on the current list.

SECTION 8 – PART-TIME AND TEMPORARY EMPLOYEES

- A. Part-time employees are those who regularly work less than 37.5 hours per week. Such employees shall receive salary, holiday pay, vacation, sick leave, and all other benefits on a pro-rata basis provided such employee is eligible under the existing insurance requirements as to the minimum hours of work and work 18.75 or more hours per week. Those employees working less than 20 hours are not eligible for medical benefits. With respect to dental, vision, and life insurance benefits, those employees working less than 18.75 hours are not eligible for such benefits.

Those employees working less than 20 hours per week are not eligible to participate in the Public Employees Retirement System (PERS).

- B. Temporary or casual employees may be hired as substitutes for permanent employees on vacation, sick leave, leave of absence, for short periods of increased work, or for position of anticipated short duration. In the event an employee is held over more than 90 days, unless replacing an employee who is on leave or hired for a specific, time-limited, temporary assignment, such employee shall be considered a full-time or part-time employee, in probationary status. This provision shall not be deemed to make temporary employees subject to any other provisions of this Agreement. The intent and application of this section is to meet short-term and emergency needs and not to replace probationary/permanent employees.
- C. A temporary or casual employee who, while serving in such capacity, is selected to fill a regular position in the same job classification shall, for layoff purposes only, be credited with any continuous service in excess of 90 days. Such employee will be credited with up to 90 days of service toward his/her 6-month probationary period.
- D. Employees initially hired as part-time employees or employees in positions designated as part-time shall be allowed to maintain part-time status. Employees hired into designated full-time positions who are allowed to work less than full-time may be

required to work full-time with 30 days prior notice. Prior to May 1st of each fiscal year: (1) an employee may request in writing to work part-time during the following fiscal year; (2) any two employees may request to work part-time during the following fiscal year; or (3) any two employees may request to share a position.

Such requests are subject to approval by the Executive Director or his/her designee and will be reviewed and shall not be denied for arbitrary reasons. Requests to continue in a shared position may be renewed annually.

E. Definitions of Employees:

1. Full-Time Employees: A full-time employee is defined as one who is regularly scheduled to work 37.5 hours per week.
2. Part-Time Employees: A part-time employee is defined as one who is regularly scheduled to work less than 37.5 hours per week.
3. Probationary Employees: All newly hired employees, and employees who change job classifications, shall serve a probationary period. New hires serve a 180-day probationary period and other employees serve a 45-day probationary period. The period of time by which the probationary period shall be calculated shall expressly exclude periods of time in which any bargaining unit employee is on a paid leave of absence for more than ten consecutive work days, unless otherwise prohibited by applicable law, as well as the entire period of time an employee is on an unpaid leave of absence regardless of the length. In such cases, the probationary period shall be extended by the same number of days for which the employee is on the leave.
4. Permanent Employees: Upon successful completion of the probationary period, the employee will receive written confirmation of his/her permanent status. Permanent means non-probationary and does not imply that the individual's status may never change.
5. Temporary Employees: A temporary employee is one who is hired for a time-limited assignment, either full-time or part-time.

SECTION 9 – HOLIDAYS

A. Paid Holidays

1. The following days shall be observed as paid holidays:
 - New Year's Day
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day Observance
 - Independence Day
 - Labor Day

- Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas Day
 - New Year's Eve
2. The specific dates for observance of each holiday shall be published by the Regional Center by November 1st for each succeeding calendar year.
 3. To be eligible to receive holiday pay, the employee must be on the payroll the day of the holiday and be in a paid status the day before or the day after the holiday.
 4. A terminating employee may not have his/her last official work day be a paid holiday.
 5. An employee required to work on a holiday, as set forth above, shall be paid at 2.5 times the hourly rate.
 6. Holidays falling on a Saturday or Sunday shall be observed, at the Regional Center's discretion, either on the following Monday or preceding Friday.

B. Floating Holidays

1. New employees hired during the first half of the fiscal year shall be entitled to 2 floating holidays. New employees hired during the second half of the fiscal year shall be entitled to 1 floating holiday.
2. Permanent employees are entitled to 2 Floating Holidays each fiscal year.
3. The floating holidays must be used to observe a religious holiday of a religion to which the employee belongs Lincoln's Birthday, Cesar Chavez Day, the employee's own birthday, and/or other special occasion (which occasion must be identified to the Regional Center when the employee is requesting to take the day and must be taken on the day of the special occasion).
4. In cases where more than one employee has requested floating holiday dates at the same time, or if the work requirements require attendance, the supervisor will use seniority to determine who shall be allowed preference in selection. If a scheduling conflict develops between the same two employees for the second time, the more senior employee who was granted priority previously shall yield to the other employee.
5. An employee's failure to use his/her floating holidays by the end of the fiscal year shall result in the unused floating holiday(s) being forfeited. In the event an employee is unable to use his/her floating holiday(s) during a fiscal year due to his/her request being denied and there are no alternative

days on which the employee is eligible to use his/her floating holiday(s), the Regional Center will pay the employee for the unused floating holiday(s) in the first paycheck in the subsequent fiscal year.

SECTION 10 – VACATION

- A. Employees shall earn vacation based on length of service with the Regional Center on the following rates:

Upon hire - 15 days per year, accrued at the rate of 1.25 days per month or 9.375 hours per month.

After completion of the 4th year through the 5th year - 20 days of vacation per year, accrued at the rate of 1.666 days per month or 12.5 hours per month.

After completion of the 5th year through the 10th year - 25 days of vacation per year, accrued at the rate of 2.083 days per month or 15.625 hours per month.

After completion of the 10th year - 30 days vacation per year, accrued at the rate of 2.5 days per month or 18.75 hours per month.

Employees shall not be eligible to utilize accrued vacation until they have completed their probationary period.

- B. Employees shall submit requests for vacation leave at least 6 weeks prior to the requested beginning date of vacation in order for seniority to apply. The Regional Center shall promptly acknowledge each vacation request. The Regional Center shall approve such requests on the basis of overall seniority with the Regional Center, and shall respond in writing at least 5 weeks prior to the requested beginning date of vacation. If a scheduling conflict develops between the same two employees for the second time, the more senior employee who was granted priority previously shall yield to the other employee.

Employees may schedule vacation leave with less than 6 weeks notice by mutual agreement with the Regional Center, providing that such scheduling shall not supersede any vacation schedule by prior submission.

- C. If a holiday, as set forth in Section 9, occurs during an employee's vacation period, the employee shall be granted an additional day of vacation.
- D. All wages for any approved vacation period shall be due and payable to the employee on the employee's last working day prior to such approved vacation period upon the employee's request. Such requests shall be made at least 1 pay period prior to the vacation period.
- E. The Regional Center encourages employees to use their earned vacation during each year. Once the maximum vacation accrual amount, as set forth in the table below, has been reached, no additional vacation will be earned until previously accrued vacation time is used. The employee will resume earning vacation when the employee's

vacation accrual falls below the two year maximum. Employees will not be given retroactive credit for any period of time in which they did not accrue vacation because they were at the maximum. At year end, unused vacation at or below the maximum accrual amount will carry over to the subsequent year.

Employees who are above their maximum vacation accrual rate as of the date of the complete ratification of this Agreement shall maintain their accrued vacation amount, but no additional vacation will be earned until previously accrued vacation time is used. The employee will resume earning vacation when the employee's vacation accrual falls below the two year maximum.

Maximum accruals for full-time employees are:

0-4 years:	30 days or 225 hours
5 years:	40 days or 300 hours
6-10 years:	50 days or 375 hours
11+ years:	60 days or 450 hours

The parties agree and understand that the language set forth in this Section 10(E) shall become effective upon complete ratification of this Agreement.

- F. At any time during each fiscal year, unit employees may make a one-time written request to receive cash in lieu of vacation time off up to a maximum of five (5) vacation days. To be eligible to make such a request the employee must have a minimum vacation balance equal to one year's accrual at the time the request is made. Cash out shall be made in June. The Regional Center has the discretion to approve or deny such requests for financial reasons. If the Regional Center denies a request for vacation cash out, it shall deny all such requests for that fiscal year. The Regional Center's denial of a request is not grievable. In the event there is a layoff during the fiscal year in which the cash out of vacation would be made, employees shall not be allowed to take such cash out of vacation.

SECTION 11 – BEREAVEMENT LEAVE

Bereavement leave is Regional Center granted time off, with pay, for an employee who has lost a member of his/her immediate family. This time off is to take care of immediate needs associated with the loss of a loved one.

In the event of the death of a member of the immediate family of an employee, such employee shall, upon request, be granted leave as needed up to a maximum of 37.5 hours time off with pay. Additional time off without pay for travel of other arrangements may be granted at the discretion of the Regional Center. Upon request of the employee, vacation or PBL shall be granted.

For purposes of this Section, immediate family members shall be defined as spouse, domestic partner, child, child of domestic partner, parent, parent of domestic partner, brother, brother of domestic partner, sister, sister of domestic partner, grandparent, grandparent of domestic partner, grandchild, grandchild of domestic partner, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparent, stepparent of domestic partner, stepchild, stepchild of

domestic partner, parent substitute, parent substitute of either spouse or domestic partner, and any other person living in the employee's immediate household. Bereavement leave for other than immediate family may be granted by the Regional Center upon the request of the employee.

The request for bereavement leave must be in writing and must identify the relationship between the deceased individual and the employee.

SECTION 12 – EDUCATION LEAVE

A. Use of Education Leave

1. An employee who has completed the initial probationary period shall be eligible to take up to 5 days leave without loss of pay each fiscal year to attend job-related, but non-Regional Center required conferences, courses, classes, institutes or workshops of an educational nature, provided that:
 - a. The employee notifies and receives approval from the Executive Director or his/her designee in writing in advance, identifying and describing the content of the conference, certification program, course, class, institute or workshop that he/she wishes to attend;
 - b. Such attendance does not unreasonably interfere with staffing; and
 - c. The Regional Center, in its sole discretion, determines that the employee's work performance or value to the Regional Center will be enhanced by such attendance.

Notwithstanding the foregoing, eligible employees may submit a written request to their manager to receive more than five days of educational leave within a fiscal year. Such requests must satisfy the requirements of Section 12(A)(1)(a)-(c). The manager will notify the employee whether the request is approved or denied.
2. The Regional Center may, upon receipt of an employee's written request, and in its sole discretion, implement a non-permanent change to the employee's established work schedule as set forth in Section 28 to allow the employee to attend job related, but non-Regional Center required conferences, certification programs, courses, classes, institutes or workshops of an educational nature.
3. It is agreed that weekend attendance at employee-requested conferences, courses, classes, institutes or workshops is not considered as Regional Center work time and is not counted toward the five days leave allowed per fiscal year under this Section.

B. Expense Reimbursement:

1. Upon receiving written documentation of expenses, attendance and successful completion by the employee, the Regional Center shall reimburse such employee for reasonable expenses necessarily incurred in attending such conferences, courses, classes, institutes and workshops at the rate of 100 percent of incurred expenses up to a maximum of \$175 for the term of the fiscal year. Effective July 1, 2017, the maximum reimbursement amount shall increase to \$300 for the term of a fiscal year. If the parties have not completed negotiations on their successor collective bargaining agreement from the collective bargaining agreement that initially was set to expire on December 31, 2016, any such reimbursement will be done retroactively after the successor collective bargaining agreement is fully ratified.
 2. The Regional Center shall provide reimbursement of up to \$500 a year for license renewal fees for an employee required to maintain a professional license in order to do the employee's job at San Andreas Regional Center (e.g., nurses and psychologists). The Regional Center does not agree to pay or reimburse an employee for initial examination fees, as the Regional Center expects an applicant for a job for which a professional license is required to have already taken the initial examination prior to hire by San Andreas Regional Center. The Regional Center is not willing to provide reimbursement for professional licenses, examination fees or courses for any employee not required to maintain the license to do the job at San Andreas Regional Center. Additionally, the Regional Center shall establish a program with the intention of providing Regional Center-paid CEU eligible training, internally or externally, for licensed employees (nurses and psychologists) to a maximum of 18 hours per year.
- C. Regional Center-Required Education Training: Conferences, courses, classes, institutes or workshops of an educational nature which the Regional Center requires an employee to attend shall count as time worked and shall not be deducted from education leave. Upon receiving written documentation of expenses, attendance and successful completion by the employee, the Regional Center shall reimburse such employee for reasonable expenses necessarily incurred in attending such conferences, courses, institutes and workshops. Such reimbursement shall include, where applicable, transportation, per diem, fees and tuition.
- D. Nothing in this Section shall preclude the Regional Center from nor compel the Regional Center to authorize changes in an employee's work schedule to enable the employee to attend a regular day class.

SECTION 13 – FAMILY LEAVES

A. Eligibility

To be eligible for leave benefits under the FMLA and CFRA (collectively “FMLA Leave”), each employee must: (1) have worked for the Regional Center for a total of at least 12

months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Regional Center within 75 miles, as of the date the leave is requested.

B. Reasons For Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner or a child of a registered domestic partner (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave (Fed-FMLA only) and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

1. the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");
2. to care for an immediate family member (spouse, registered domestic partner, child, child of a registered domestic partner, or parent with a serious health condition) ("Family Care Leave");
3. an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
4. a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces ("Military Emergency Leave"); or
5. to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below ("Military Caregiver Leave").

C. Definitions

1. "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence.
2. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

3. “Parent,” for purposes of this Section, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law.” For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.
4. “Covered Active Duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
5. “Covered Servicemember” means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
6. “Serious injury or illness” in the case of a current member of the Armed Forces, National Guard or Reserves in an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member’s active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, “serious injury or illness” means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
7. “Qualifying Exigency” is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to

spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

D. Length of Leave

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and (4) Qualifying Exigency Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law. When the reason for leave is Bonding Leave and both spouses work for the Regional Center and are eligible for leave under this Section, each spouse will be entitled to a total of 12 workweeks off within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee. If the leave is for the purpose of the employee's own serious health condition, the leave shall run concurrently with the leave of absence without pay for purposes of medical disability (Section 15). A 12-month period begins on the date of an employee's first use of Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of an employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Regional Center and are eligible for leave under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, an employee may take this leave intermittently—which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Regional Center's operations. An employee must contact his/her manager and the Human Resources Director prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the Regional Center may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave. When an employee who has been approved for intermittent leave seeks leave time that is unforeseeable, the employee must specifically reference either the qualifying reason for the leave or the need for FMLA leave at the time the employee calls off.

If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section governs such leaves.

As discussed more generally below, if an employee's request for intermittent leave is approved, the Regional Center may later, consistent with applicable law, require an employee to obtain recertifications of his/her need for leave.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the Regional Center will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

E. Notice and Certification

1. Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

- a. When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- b. When the need for leave is not foreseeable, notice within the time prescribed by the Regional Center's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- c. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- d. periodic recertification (upon request); and
- e. periodic reports during the leave.

The Regional Center shall respond to an employee's leave request as soon as practicable and in any event no later than five business days after receiving the employee's request. Under all circumstances, it is the Regional Center's responsibility to designate leave, paid or unpaid, as CFRA or CFRA/Fed-FMLA qualifying, based on information provided by the employee.

Certification forms are available from the Human Resources Department.

At the Regional Center's expense, the Regional Center may also require a second or third medical opinion regarding an employee's own serious health condition or the serious health condition of the employee's family member for Fed-FMLA purposes, and for CFRA purposes, the employee's own serious health condition. In some limited cases, consistent with applicable law, the Regional Center may require a second or third opinion regarding the injury or illness of a "Covered Servicemember." Employees are expected to cooperate with the Regional Center in obtaining additional medical opinions that the Regional Center may require.

When leave is for planned medical treatment, an employee must make reasonable efforts to schedule the treatment so as not to unduly disrupt the Regional Center's operation. Employees are expected to contact Human Resources prior to scheduling planned medical treatment.

Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA Leave is certified, the Regional Center may later require medical recertification in connection with an absence that an employee reports as qualifying for FMLA Leave. For example, the Regional Center may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) the Regional Center receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Regional Center may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Regional Center shall be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

2. Military Emergency Leave Requirements

Employees are required to provide:

- a. As much advance notice as is reasonable and practicable under the circumstances;
- b. A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and

- c. a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

F. Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. Should an employee fail to report to work at the end of the specified leave, he/she shall be deemed voluntarily to have quit, effective the first workday after the end of the leave of absence.

G. Compensation and Benefits During Leave

1. Compensation

Generally, FMLA Leave is unpaid. However, an employee may be eligible to receive benefits through State-sponsored wage-replacement benefit programs. If an employee is eligible to receive these benefits, the employee may also choose to supplement these benefits with the use of accrued vacation and sick leave, to the extent permitted by law and Regional Center policy. All such payments will be integrated so that the employee will receive no more than his/her regular compensation during this period. The Regional Center may require employees to use accrued vacation and sick leave to cover some or all of the FMLA Leave. However, the Regional Center will only require employees to use accrued sick leave, if the employee is not receiving wage replacement benefits, and the reason for the leave is the employee's own serious health condition or for any other reason, mutually agreed to by the Regional Center and the employee. If the Regional Center does not require it, an employee may elect – to use accrued vacation and sick leave to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

2. Benefits

The Regional Center will continue making contributions for an employee's group health benefits during his/her FMLA Leave on the same terms as if the employee had continued to work. This means that if an employee wants his/her benefits coverage to continue during an employee's leave, he/she must also continue to make any premium payments that an employee is now required to make for the employee or his/her dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, the Regional Center will continue the employee's health insurance benefits for up to a maximum of 12

workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks.

An employee who does not return to work may be required to reimburse the Regional Center for such contributions unless the reason the employee does not return to work is due either to the continuance, recurrence or onset of a serious health condition that would entitle the employee to leave under the FMLA.

Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

During the period of CFRA leave, an employee is entitled to accrual of seniority and to participate in any employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans to the same extent and under the same conditions as would apply to any other leave granted by the Regional Center for any reason other than CFRA leave.

H. Return From Leave

An employee on leave of absence under this Section shall give at least four (4) weeks prior notice to the Regional Center of his/her intent to return to active or full-time status. Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

Under most circumstances, employees will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement. The Regional Center shall make every effort to reinstate the employee with less than four weeks' notice where possible.

I. Concurrent Running of FMLA Leave and Other Leaves

Entitlement to FMLA Leave for the purposes of an employee's own illness shall be satisfied by and run concurrently with leaves taken pursuant to Section 16(A) (Leave of Absence Without Pay – Medical Disability), Section 19 (Pregnancy Disability

Leave), and Section 20 (Sick Leave). An employee may take up to four (4) months pregnancy disability leave and then take an additional twelve (12) weeks of family care leave for the purpose of caring for a new baby.

J. Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains FMLA from the Regional Center is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Regional Center will take all available appropriate disciplinary action against such employee due to such fraud.

K. Any violation of either the Family Medical Leave Act or any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement.

L. Section 13 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

M. Department of Labor Notice WH1420 is attached to this Agreement as Appendix C.

SECTION 14 - MILITARY SPOUSAL LEAVE

The Regional Center provides spouses and registered domestic partners of certain military personnel up to 10 days of unpaid leave during a qualified leave period. For purposes of this Section, a "qualified leave period" means the period during which the spouse is on leave from deployment during a period of military conflict.

An employee is eligible for leave under this Section if he or she:

1. Is the spouse of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
2. Works for the Regional Center for an average of 20 or more hours per week;
3. Provides the Regional Center with notice of his or her intention to take leave within two business days of receiving notice that his or her spouse will be on leave from deployment; and
4. Submits written documentation to the Regional Center certifying that the spouse will be on leave from deployment during the time the leave is requested.

Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

Leave taken under this Section will not affect an employee's right to any other benefits, although an employee may elect to use accrued vacation during the time off.

The Regional Center will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this Section.

SECTION 15 – JURY DUTY LEAVE

An employee called for jury duty shall be given a leave of absence for the days the employee must report as a juror/potential juror and shall be entitled to receive regular pay for up to 30 days of jury service. Jury leave exceeding 30 days shall be without pay or other benefits. Payment received by the employee for serving on a jury, except for travel reimbursement, shall be paid to the Regional Center during the period when jury leave is paid. No employee shall lose seniority while on jury duty leave.

SECTION 16 – LEAVE OF ABSENCE WITHOUT PAY

(Family Leaves are covered in Sections 13 and 17)

A. Medical Disability

1. Employees are entitled to use sick leave as set forth in Section 20 for disabilities. If all sick leave benefits have been used, an employee may request a leave of absence due to a medical disability. The employee must use available sick leave and, at his/her option, may elect to use some or all of his/her accrued vacation prior to or immediately following the medical disability leave.

Being on an unpaid leave of absence shall not affect or limit an employee's right to full weekly disability benefits to which he/she may be entitled under the California Unemployment Insurance Compensation Act.

2. Such leave shall be granted upon presentation of a doctor's certificate stating the need for the leave and an estimation of how long the disability will continue. The leave of absence shall be granted for the length of the disability to a maximum of 4 months within a 12-month period. A 12-month period begins on the date of the employee's first use of this leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended. If the disability period exceeds 4 months, the employee may request for consideration an extension of the leave.
3. Employees who are on leave of absence due to an illness or disability shall continue to receive the Regional Center-paid coverage under the medical, dental, life and vision insurance programs for a maximum of four months. Employees on medical leave over 4 months who elect to continue their participation in the medical, dental, life or vision insurance programs must

make arrangements through the Regional Center's Human Resources Department to pay their insurance premiums.

4. If a medical disability leave is for 4 months or less, the employee shall be reinstated to his/her former worksite assignment in the same job classification and salary step held before the leave commenced. If the leave is for a period greater than 4 months, the Regional Center will:
 - a. Reinstatement the employee to his/her former worksite assignment in the same job classification and salary step held before the leave if the position is still available, or if (a) is not possible;
 - b. Place the employee in a comparable assignment in the same classification and salary step, or if (a) or (b) is not possible;
 - c. Place the employee in an available job for which he/she is qualified; or
 - d. If none of the above options is available, the employee may apply for PERS disability retirement. If PERS does not approve the disability retirement, the employee will be laid off.
5. An employee on a leave of absence without pay shall give at least 4 weeks' prior notice to the Regional Center of his/her intent to return to active status. The Regional Center shall make every effort to reinstate the employee with less than 4 weeks' notice where possible. Any employee on unpaid leave of absence shall not have his/her anniversary date adjusted if such leave of absence is less than 11 consecutive working days duration. Any employee on leave of absence by reason of industrial accident shall not have his/her anniversary date adjusted for purposes of this Agreement.
6. Should an employee fail to report to work at the end of the specified leave, he/she shall be deemed voluntarily to have quit, effective on the first workday after the end of the leave of absence.

B. Sabbatical Leaves

After 12 years of continuous service, employees may make a one-time election to take up to 6-months of unpaid sabbatical leave provided that not more than 3 employees from Case Management, Secretarial and Fiscal Departments may be on sabbatical leave at any one time. Employees shall be guaranteed reinstatement to their former worksite assignment in the same job classification and salary step before the sabbatical leave commenced. However, the employee will not be entitled to any greater right to reinstatement than if he/she had not taken the leave, including, but not limited to, via a reduction in force or termination as set forth in Section 34 (Discipline, Discharge/Separation).

1. During a sabbatical leave, employees will not accrue any vacation, sick or holiday leaves. Employees on sabbatical leave who elect to continue their

participation in the medical, dental; life and vision insurance programs must make arrangements through the Regional Center's Human Resources Department to pay their insurance premiums.

2. An employee on sabbatical leave shall give at least 4 week's prior notice to the Employer of his/her intent to return to active status. The Regional Center shall make every effort to reinstate employees with less than 4 weeks' notice where possible. In this case, the Regional Center shall return the employee to his/her former workplace assignment in the same job classification and salary step before the sabbatical leave commenced, subject to the limitations set forth above.
3. Should an employee fail to report to work at the end of the specified leave, he/she shall be deemed voluntarily to have resigned, effective on the first workday after the end of the sabbatical.

SECTION 17 - PAID FAMILY LEAVE

- A. Employees not participating in a state-approved voluntary plan began contributing to California's Family Temporary Disability Insurance Fund (known as "FTDI" or the Paid Family Leave Benefits fund ("PFL")). The FTDI fund is administered by the California Employment Development Department ("EDD"), not San Andreas Regional Center. Through the FTDI fund, EDD will provide eligible employees with a wage supplement for a maximum of six weeks within a rolling 12-month period. FTDI benefits may be available from EDD for a leave of absence.
 1. For the birth or placement of a child for adoption or foster care; or
 2. To care for an immediate family member (spouse, registered domestic partner, child or parent) who is seriously ill and requires care.
- B. Employee Contributions: Like State Disability Insurance ("SDI") contributions, employee FTDI contributions are not optional and must be deducted automatically from each employee's paycheck. The amount of the contributions is fixed by EDD, not San Andreas Regional Center.
- C. Employee Eligibility: EDD decides whether an employee is eligible for FTDI benefits, not San Andreas Regional Center, and employees must apply for FTDI benefits through EDD. Requests to take time off from work will be evaluated in accordance with San Andreas Regional Center policies, this Agreement, and applicable law.
- D. Waiting Period: EDD mandates a 7-day waiting period before an eligible employee may receive FTDI benefits. Accrued sick leave may be used during the waiting period to the extent permitted by law. If sick leave is unavailable, or the available accrual is less than a full week, employees may use accrued vacation.
- E. After FTDI Wage Period Ends: As noted, EDD will provide eligible employees with FTDI wages for a maximum of six weeks within a rolling 12-month period.

Employees who remain on an authorized leave of absence after the FTDI wage period ends may use any accrued sick leave to the extent permitted by law. Employees using Family Leave Act/California Family Rights Act leave may use accrued vacation if sick leave is unavailable and after any available sick leave has been exhausted.

- F. Concurrent Use of FTDI Benefits and Authorized Leave: FTDI benefits may be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of FTDI benefits and/or paid time off (such as sick leave and vacation) during the leave period will not extend the length of the leave beyond what is required by applicable law, this Agreement, and/or San Andreas Regional Center policy.

SECTION 18 – PERSONAL BUSINESS LEAVE

Employees shall be allowed to utilize up to 67.5 hours of accumulated sick leave per fiscal year (July 1 to June 30) to attend to personal business or to observe religious holidays. Except in cases of emergency, the employee shall notify the Regional Center at least 3 working days in advance on the Personal Business Leave (“PBL”).

The PBL form to be provided by the Regional Center. The initial time increment for taking PBL shall be one (1) hour. After the first hour of PBL, additional PBL time shall be taken in fifteen (15) minute increments.

New hires will be eligible for PBL after completing 90 days of employment. No PBL shall be allowed to be utilized during the final 5 days of employment.

SECTION 19 – PREGNANCY DISABILITY LEAVE

- A. Eligibility

Any employee who is *disabled* by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

For purposes of this Section, an employee is *disabled* when, in the opinion of the employee’s healthcare provider, she cannot work at all or are unable to perform any one or more of the essential functions of the employee’s job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

- B. Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is *affected by pregnancy* may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is *affected by pregnancy* if she is pregnant or has a related medical condition, and because of pregnancy, the employee’s health care provider has certified

that it is medically advisable for her to temporarily transfer or to receive some other accommodation.

The Regional Center will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee *affected by pregnancy* if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as “medically advisable”; *and* the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

As part of this accommodation process, no additional position will be created and the Regional Center will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

C. Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

1. Provide 30 days’ advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
2. Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days’ notice is not foreseeable; and
3. Provide a signed medical certification from the employee’s health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The Regional Center may require an employee provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

D. Duration

The Regional Center will provide an employee with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

E. Reinstatement

If the employee and the Regional Center have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the Regional Center that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two business days, where feasible, after she notifies the Regional Center of her readiness to return.

Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide the Human Resources Director with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

An employee will be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the Regional Center will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or Regional Center policy or the Regional Center has otherwise approved the employee to take additional time off.

F. Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work, including intermittently are unpaid. An employee may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting vacation or sick leave for unpaid leave.

Employees should apply for California State Disability insurance ("SDI") benefits. SDI forms are available from the Regional Center or the employee's health care provider. Any SDI for which an employee is eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that she do not receive more than 100% of her regular pay.

G. Benefits

The Regional Center will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the Regional Center will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the Regional Center will continue her health insurance benefits for the 12 workweek period.

In some instances, the Regional Center may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or Regional Center policy or not returning due to circumstances beyond her control.

SECTION 20 – SICK LEAVE

- A. Each full-time employee shall earn sick leave with pay at the rate of 1 day per month or 7.5 hours per month. Unused sick leave shall accumulate up to a maximum of 85 days or 637.5 hours. Part-time employees shall earn and accumulate sick leave on a pro-rated basis based upon their full-time equivalent percentage.
- B. Sick leave with pay shall be granted in the event of an employee personal illness, including any medical or dental appointments. Sick leave with pay shall also be granted for the employee to arrange emergency care plans or otherwise to react responsibly to the medical emergencies of persons who depend on the employee, as they arise.
- C. Sick leave shall be applicable only if the employee is ill on days during which he/she normally is scheduled to work. Pay for sick leave shall be at the rate of pay, which the employee would have received had he/she worked his/her regular straight time schedule that day.
- D. If an employee is absent on paid sick leave and a holiday occurs during such absence, he/she shall receive the holiday pay and the day shall not be charged against his/her sick leave credits.
- E. If an employee is on vacation and becomes ill, the employee may substitute sick leave for vacation leave from the first day of illness. Such requests shall be made

immediately upon return to work. Medical verification may be requested by the Regional Center.

- F. If an employee uses all accrued sick leave benefits, the employee, when calling his/her supervisor, may request to be able to charge vacation for the absence. If an employee has used all sick leave hours and does not request the use of vacation hours in advance, then the hours not covered by sick leave must be taken without pay in accordance with Section 16-A. If the employee has a serious health condition, this leave shall be designated an unpaid family leave (Section 13), which shall run concurrently with medical disability leave (Section 16-A).
- G. The payment of sick leave with pay shall not affect or limit an employee's right to full weekly disability benefits to which he/she may be entitled under California State Disability Insurance. In cases where an employee is eligible to receive disability benefit payments, the employee shall receive his/her full disability benefit payment plus such portion of his/her earned sick leave pay as shall aggregate to an amount equal to, but not exceeding, the employee's regular rate of pay. In cases of industrial injury entitling the employee to Workers' Compensation Insurance payments, the same method of integration with sick leave shall apply. Sick leave may be used in lieu of unpaid parental leave provided a doctor's statement confirming disability is submitted.
- H. Each employee shall notify the appropriate supervisor as soon as possible of any absence because of illness. Medical verification of illness may be required for illness of more than 3 days or in circumstances where there is reason to believe that sick leave has been abused.
- I. Sick Leave Pay Out Upon Voluntary Separation of Employment
 - 1. For employees who are employed by the Regional Center as of December 31, 2013, and who have not accrued a total of 360 hours of sick leave as of January 31, 2014, upon such employee's voluntary separation from employment, the Regional Center will pay for 50 percent of accrued, but unused sick leave up to 360 hours.
 - 2. Employees who are employed by the Regional Center as of December 31, 2013, and who have accrued more than 360 hours of sick leave as of January 31, 2014, shall have their sick leave balance frozen at that accrued amount for purposes of sick leave pay out upon such employee's voluntary separation from employment. The frozen accrued amount shall represent the maximum number of hours of sick leave the employee will be able to accrue for purposes of sick leave pay out. Upon such employee's voluntary separation from employment, the Regional Center will pay for 50 percent of accrued, but unused sick leave up to the frozen balance for such employees. Within one month following the ratification of this Agreement, the Regional Center will provide notice to employees who qualify under this provision of each employee's frozen sick leave balance.
 - 3. Employees hired by the Regional Center on or after January 1, 2014, shall not be eligible for sick leave pay out of accrued, but unused sick leave.

SECTION 21 – HEALTH AND WELFARE

- A. The Regional Center agrees to maintain coverage in CalPERS medical plans.

The Regional Center will pay the full contribution toward the monthly medical premium for employee-only coverage. Contributions for eligible part-time employees will be made on a pro-rata basis. The employee may include his/her dependents under the Regional Center's group health insurance by arranging for the appropriate payroll deduction to provide coverage and is responsible for paying the full amount of the premium associated with such coverage. The employee may include his/her registered domestic partner under the Regional Center's group health insurance by arranging for the appropriate payroll deduction to provide coverage and is responsible for paying the full amount of the premium associated with such coverage.

The Regional Center, in accordance with CalPERS's regulations, pays 100% payment of the retiree health insurance premium.

- B. The Regional Center shall maintain the Delta Dental Insurance Plan with a maximum annual benefit of \$2,000 per each employee and dependent and adding orthodontic coverage to a maximum of 50 percent of \$5,000 in cost, or a \$2,500 benefit. The Regional Center shall bear the full cost of premiums for the employee and dependents. For purposes of this Section the term "dependent" shall include a domestic partner of the employee.
- C. The Regional Center agrees to provide group life insurance coverage of \$50,000.00.
- D. The Regional Center shall cause employees to be covered by unemployment and disability compensation in accordance with the terms of California Unemployment Insurance Code.
- E. The Regional Center shall maintain personal liability insurance coverage at no cost to employees providing such coverage continues to be available on terms substantially similar to current rates.
- F. The Regional Center shall maintain vision care coverage and shall bear the full cost of premiums for the employee and dependents.
- G. Insurance Carriers
1. The Regional Center reserves the right to switch insurance carriers for group life, personal liability, and vision insurance coverage as long as the benefits under such plan are equal to or greater than the benefits of the current plan being offered by the Regional Center.
 2. During the term of the Agreement, and upon mutual agreement between the Union and Regional Center, the Regional Center may change dental carriers as long as the benefits under such plan are equal to or greater than the benefits of the current plan offered by the Regional Center.

3. The Regional Center reserves the right to change dental carriers without mutual agreement of the Union, during the term of the Agreement or if the Agreement has expired, if the carrier it is currently contracting with:
 - a. stops offering the benefits the Regional Center is contracting for;
 - b. makes adjustments in the benefits of the plans it is offering to the Regional Center;
 - c. does not renew its contract with the Regional Center; or
 - d. ceases to offer dental benefits.

Prior to changing carriers without the Union's mutual agreement based on (a) through (d) in the preceding sentence, the Regional Center will notify the Union in writing that one of the qualifying events has occurred and, if requested, meet with the Union to discuss other potential dental carriers. Such meeting(s) must take place within 10 workdays of the Regional Center's providing such notice to the Union, unless mutually agreed otherwise. After such meeting(s), if any, has taken place, the Regional Center may in its discretion proceed with contracting with a new dental carrier and that decision shall not be subject to the parties' grievance procedure or otherwise be challengeable.

H. CalPERS

1. Employees are eligible to become members of the Public Employees Retirement System (PERS).
2. The Regional Center has enhanced the Public Employees Retirement System to 2.5% at 55 for employees who are employed by the Regional Center as of December 31, 2012. Employees, who are employed by the Regional Center as of December 31, 2012, shall pay 3.392% of gross salary pre-tax for the enhancement. The Regional Center will pay the remaining balance on behalf of such employees.
3. EPMC (Employer Paid Member Contributions): The Regional Center pays for a major portion of the employee's contribution to PERS retirement. This benefit applies to all employees of the Regional Center, except as provided below in this Section for new employees employed on or after January 1, 2013. To the extent allowed by applicable law, the value of the EPMC (Employer Paid Member Contribution) shall be reported as creditable compensation on the employee's base salary for purposes of PERS retirement calculations. Reporting the value of EPMC has no effect on the calculations the Regional Center makes for overtime.
4. The Regional Center and employees do not make social security contributions.

5. Effective January 1, 2013, any new bargaining unit employee hired on or after January 1, 2013, shall be required to fully contribute their portion of the CalPERS retirement contribution (which shall be 50% of the Regional Center's normal contribution to CalPERS) and that the Regional Center shall not pay any portion of the employee's contribution to CalPERS retirement.
- I. The Regional Center will comply with the terms of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 in the administration of benefit plans.
- J. The Regional Center shall maintain the availability of a 403b plan provided that all legal and reimbursement requirements are fully met. Participation in the plan shall be open to all employees and shall be voluntary.
- K. The Regional Center provides the "Flex Plan" (dependent care spending account) program to which employees may contribute by payroll deduction with pre-tax dollars and from which tax-free reimbursement is provided for IRS-qualified dependent care expenses. Contributions made by employees during the plan year, but not spent by the end of the plan are forfeited.
- The maximum pre-tax contribution for an employee's dependent care account shall be \$5,000.00.
- L. The Regional Center provides the "Flex Plan" (pre-tax medical spending account) program to which employees may contribute by payroll deduction with pre-tax dollars and from which tax-free reimbursement is provided for IRS-qualified medical care expenses. Contributions made by employees during the plan year, but not spent within two and a half months (or March 15th) after the expiration of the plan year, shall be forfeited.
- The maximum pre-tax contribution for an employee's medical care reimbursement account shall be \$2,500.00.
- M. In order for an employee to qualify for the Regional Center paying for retiree medical benefits, the employee must have worked for the Regional Center for five complete years (60 months).
- N. In the event health plan requirements (Government Health Plan Requirements) are adopted by the federal or state government(s), which impact the parties' bargained agreement on health care coverage, the parties shall be required to reopen the relevant Sections of the Agreement and bargain regarding the impact of such changes. In addition, Section 21 of this Agreement may be reopened at the request of either party if there are changes made to or implemented as a result of changes in the law or regulations governing the Affordable Care Act, including, but not limited to, changes to the subsidy requirements and if the affordability requirement no longer applies to the Regional Center.
- O. Medical Insurance Plan Waiver Option

Eligible employees shall be covered by a medical insurance plan, either as offered by the Regional Center or through another source as specified below.

1. If an employee is covered by a medical insurance plan other than offered by the Regional Center, he/she has the option to waive, during open enrollment, the Regional Center's medical insurance in exchange for receiving a \$275 per month waiver benefit. The waiver benefit is taxable to the employee. The waiver benefit amount shall be prorated based upon the employee's full-time equivalency status.
2. Any eligible employee who certifies one of the following, may elect to waive the employee's right to medical coverage paid by the Regional Center:
 - a. The employee is enrolled in other employer-provided medical coverage through the employee's own employer or through a parent, spouse or domestic partner; or
 - b. The employee is enrolled in government-provided medical coverage (such as MediCal, MediCare, CHAMPUS or Tricare). Government-provided coverage does not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act.
3. To waive coverage, the employee must complete and sign under penalty of perjury a voluntary waiver form provided by the Regional Center identifying the other employer or government-provided coverage, the employer or government entity providing the coverage, proof of such coverage, and the name, address and telephone number of a contact person for such employer or government entity for purposes of verifying such coverage.

SECTION 22 – PHYSICAL EXAMINATIONS

To the extent not reimbursed by the employee's selected health plan, the Regional Center shall bear the cost of any physical examination, which may be required by law or by the Regional Center. Employees are expected to obtain Hepatitis B vaccines and TB screening through their health plans or from the County, which provides TB screening without charge. If the employee has significant exposure to blood-borne pathogens in performing the employee's job and the employee is not able to access the Hepatitis B vaccine through the health plan or public health services, the Regional Center will pay for the Hepatitis B vaccine. If the employee is not able to access TB screening through the employee's health plan or the County, the Regional Center will pay for TB screening once every four years.

SECTION 23 – TRANSPORTATION AND TRAVEL (PER DIEM) EXPENSES

- A. Any employee who is required to use his/her personal vehicle in the course of meeting his/her job responsibilities, shall, upon submission of an approved travel expense

form, be reimbursed for authorized travel expenses at the rate established by the IRS or the State Board of Control, whichever the employee chooses.

Any employee required to use his/her personal vehicle must maintain minimum liability coverage as required by the State of California. To be eligible to receive reimbursement for mileage, affected employees must provide the Personnel Office with a Certificate of Insurance or other proof of their automobile insurance coverage at the time of renewal.

- B. Employees required to travel out of town shall receive per diem reimbursement at the rates established by the IRS or the State Board of Control, whichever the employee chooses.
- C. 75 percent of approved estimated travel costs shall be paid in advance provided the employee submits a request on the appropriate request form to his/her supervisor at least 5 working days in advance. Travel advance shall be subject to the approval of the Executive Director or designee.
- D. Time spent in work-related travel, which travel is required by the Regional Center, and time while performing work duties or attending training conferences or training meetings related to the purpose of the travel, shall be considered work time. Time spent by the employee getting to and from work at an employee's normal work site to and from the employee's home shall not be considered work time. Time spent by the employee in travel to other than his/her normal work site which is in excess of his/her regular commute time is normal work time.

Employees will be paid their normal salary when they attend employee-requested training conferences or training meetings approved by the Regional Center, but travel time to such meetings, or time spent at such meetings outside of normal working hours, shall not be considered time worked, nor shall it be compensated for.

- E. Mileage reimbursement will be computed in accordance with the following:
 - 1. Commuting expenses between home and the employee's assigned office and between that office and home, with no agency business stops in between, will not be reimbursed.
 - 2. When an employee begins a work day from home and ends the day at home, without going to any Regional Center office, all mileage traveled on agency business will be reimbursed.

When an employee begins a workday from home and ends the day at home without going to his/her assigned office, but to an alternate Regional Center office, all mileage in excess of the employee's normal commute will be reimbursed.
 - 3. When an employee begins a workday from home with Regional Center related work stops on the way to his/her assigned office, the following applies:

- a. From home to the first business stop, only the miles in excess of the employee's normal work commute will be reimbursed.
 - b. From the first stop, or from subsequent stops, to the employee's office (or alternative Regional Center office), all mileage traveled on Regional Center business will be reimbursed.
- 4. When an employee ends a workday at a work stop on the way home, the following applies:
 - a. Mileage from the office to the last work stop will be reimbursed.
 - b. From the last stop to home, only those miles in excess of the employee's normal commute will be reimbursed.

There will be no reimbursement for any moving violations or parking tickets.

SECTION 24 – HIRING, PROBATIONARY PERIOD AND EVALUATION

A. Probationary Period

- 1. Each newly hired or rehired employee shall serve a probationary period of 180 days. An employee who was promoted or demoted shall serve a probationary period in the new classification for a period of 180 days subject to the provisions in B of this Section.
- 2. Evaluation and Permanent Status
 - a. Within the first 90 days, the newly classified employee shall receive at least one performance evaluation setting forth the employee's strength and weaknesses with concrete recommendations for improvement as necessary.
 - b. Immediately upon completion of the probationary period, an employee shall receive written confirmation of his/her permanent status.
- 3. Within thirty days of an employee commencing employment with the Regional Center, the Regional Center shall allow one Union representative to make a presentation and answer questions of employees in classifications represented by the Union. The presentation may last up to thirty minutes and shall take place at a time mutually agreed to by the Union representative and the Regional Center.

- B. Employees who do not perform to the Regional Center's satisfaction during this probationary period their ability to perform a job to which they have been promoted

into will be removed from that job (unless the probationary period is extended in accordance with C below) and returned to the job classification which they held prior to such promotion if there are any openings in that prior classification at that time. In the event the employee is returned to that job classification, the employee will be placed on the salary step that he/she was on in that position at the time of receiving the promotion. If not, the Regional Center will endeavor to place that employee in an available job for which that employee is qualified and the employee may bid on any open position for which he/she believes he/she is qualified. If none of these options are available, the employee will be laid off and will be given the next opening in the job classification which he/she last held prior to being reclassified, in accordance with Section 27, which specifies that in the case of a conflict the most senior person would receive the next opening.

- C. When an employee's performance is not at least standard, the probationary period may be extended for a maximum of six additional months, with the concurrence of the employee and with notification to the Union.

While an employee is on an extended probationary period, the Supervisor shall meet at least once every two months with the employee and, at the employee's request, a Union representative, to discuss the employee's progress toward obtaining permanent status.

- D. Probationary employees are entitled to participate in the benefits program. Sick leave begins accumulating immediately and if employees are sick during the probationary period, they may use the sick leave they have accumulated to date. Vacation days also accumulate; however, employees must complete their initial 180-day probationary period to be eligible to take vacation.
- E. Unless mutually agreed otherwise between the Regional Center and an employee, a newly hired employee, on a 180-day probationary period, shall not serve as the Officer of The Day within his/her first 90 days of employment.

SECTION 25 – JOB DESCRIPTIONS

- A. The Regional Center shall maintain a job description for each classification set forth in the Salary Schedule attached as Appendix A. Each employee shall thereafter receive a copy of his/her job description.
- B. The Regional Center agrees to meet with the Union to discuss new and/or revised job descriptions prior to their implementation, subject to the following conditions.
 - 1. Written position specifications shall be developed in consultation with the affected employee and will not be subject to the grievance procedure.
 - 2. The meeting shall take place three work days after the Regional Center notifies the Union of its intent to adopt new and/or revised job descriptions and shall not last more than two hours.

3. After such meeting has taken place or if no meeting takes place within three work days after the Regional Center's notification to the Union, the Regional Center shall be able to implement the new and/or revised job descriptions. The Regional Center's decision to implement new and/or revised job descriptions shall not be grievable.
- C. Employees assigned to work outside their classification for more than 10 consecutive working days shall receive the pay of their classification or the classification concerning such work, whichever is higher.

These assignments require the approval of the Executive Director or his/her designee.
- D. Employees may file a grievance if they believe that the work they are regularly assigned does not fall within the job description for their classification.

SECTION 26 – SCHEDULING

When it is in the best interest of the Regional Center, flexible time arrangements may be maintained or implemented at the discretion and approval of the Executive Director. Changes in the employee's regular work schedule made by the Regional Center shall be implemented after 30 days, except in cases of emergency. Changes in the employee's regular work schedule requested by the employee and approved by the Executive Director, or his/her designee, may be implemented in less than 30 days, at a mutually agreed upon time. The employee's regular work schedule may be adjusted for a specific workday without changing the negotiated hours per day, subject to prior approval by the Supervisor, to accommodate a special need of the employee or the needs of the Regional Center.

SECTION 27 – LAYOFF OR REDUCTION IN FORCE

- A. In the event a layoff or reduction in force appears to be necessary to the Regional Center, the Regional Center shall notify the Union field representative in writing. The Union shall be provided the opportunity to explore alternatives to layoff during a meeting with the Regional Center prior to such layoff by making a written request for such a meeting with the Executive Director or his/her designee within 10 working days following notification of layoff or reduction in force to the Union.
- B. Laid off employees shall retain, for a period of 12 months, rehire rights based on seniority with the Regional Center in any classification ever held with the Regional Center. Where a layoff occurs because of elimination of a position, the employee shall have rehire rights in preference over new hires to any former classification in which the employee has seniority. No new employee shall be hired for any classification to which a laid off employee has rehire rights, until after written notice to such employee at his/her last known address. Refusal of recall into a lower classification does not terminate recall rights a laid off employee may have for their classifications. A worker on layoff status who has been recalled for a position must respond within 2 weeks of notification of his/her intent to return to work. A worker may refuse one recall before being dropped from the recall list for a classification. Rehire shall be accomplished in inverse order of layoff. Any employee rehired following layoff shall retain all credit for service from the date of hire, but excluding

the period of layoff, and shall be entitled to accrued benefits under this Agreement upon rehire, on the basis of seniority.

- C. Seniority shall be defined as total employment as a bargaining unit member with no break in service with the Regional Center. For purposes of this section, employment in a non-bargaining unit position is not considered a break in service nor does it count toward seniority. For purposes of Section 27(B) rehire rights, total seniority may be applied to any classification that an employee has held with the Regional Center.
- D. When faced with a layoff, an employee shall be able to transfer into any vacancies with the Regional Center, provided he/she has the skill and ability to perform the duties involved and meets the minimum qualifications; however, no employee will be allowed to bump another employee out of a position.
- E. Persons assigned to another work site or program because of a layoff shall be able to apply their seniority to vacancies within their classifications ahead of laid off workers with less seniority.
- F. The Regional Center may require, with at least a one-month notice, that employees take their vacation time in lieu of taking a layoff at times when programs are temporarily suspended, changed or adjusted in order to maintain qualified personnel in such programs.

SECTION 28 – HOURS AND OVERTIME

- A. 37.5 hours shall constitute the regular workweek for bargaining unit members. Non-exempt employees, including service coordinators and office clerical employees, shall be paid straight time for time worked in excess of 7.5 hours up to 8 hours in a day. Non-exempt employees shall be compensated at the rate of 1.5 times the regular rate for work performed in excess of 8 hours in a day or 40 hours in a workweek; however, the employee must have prior written approval for such overtime work. Exempt employees (e.g. Psychologists) are not entitled to overtime pay.

All work performed in excess of 37.5 hours up to and through 40 hours per week in a workweek shall be compensated at the regular rate of pay.

- B. The time worked shall include all hours under the control of the Regional Center, excluding only such period during which an employee is completely relieved from duty and which are long enough to enable the employee to use the time effectively for his/her own purposes.
- C. Meal Periods and Rest Breaks

Bargaining unit employees are provided meal periods and rest breaks consistent with the Regional Center's policy with respect to meal periods and rest breaks, which is hereby incorporated by reference.
- D. Flexible Work Shift Program

1. Employees who have completed their probationary period shall have the right to choose one of the following fixed work shifts between the hours of 7:00 a.m. and 6:00 p.m., subject to supervisory approval. Employees shall choose one of the schedules below based on taking a 30 minute or 1 hour meal period:

30-minute meal period	1-hour meal period
7:00 a.m. – 3:00 p.m.	7:00 a.m. - 3:30 p.m.
7:30 a.m. – 3:30 p.m.	7:30 a.m. - 4:00 p.m.
8:00 a.m. – 4:00 p.m.	8:00 a.m. - 4:30 p.m.
8:30 a.m. – 4:30 p.m.	8:30 a.m. - 5:00 p.m.
9:00 a.m. – 5:00 p.m.	9:00 a.m. - 5:30 p.m.
9:30 a.m. – 5:30 p.m.	9:30 a.m. - 6:00 p.m.

- a. The following shall apply to the employees in the classifications of Service Coordinator, Resource Specialist and Nurses who: (i) are not on a corrective action plan; or (ii) have not received any disciplinary action based on attendance or punctuality within the past year. Eligible employees in the above classifications shall be required to select one of the above schedules (“base schedule”). Upon the written approval of the employee’s manager, the base schedule may be changed on a weekly basis in order to meet the needs of the Regional Center, the Regional Center’s consumers, or the needs of the employee.
- b. If the employee wishes to adjust his/her base schedule to meet the needs of the Regional Center, the Regional Center’s consumers, or the needs of the employee, he/she shall submit to his/her manager a proposed schedule for the following workweek. The employee’s proposed schedule may include the employee selecting different starting/ending times on a daily basis as long as such starting and ending times are one of the options set forth in Section 28(D)(1). The submission of the proposed schedule shall be submitted to the manager by the conclusion of the employee’s workday on the Thursday preceding the next workweek. The manager will provide a response to the employee’s request by the conclusion of the employee’s shift the following day.
- c. During Work Week Changes to Base Schedule: The parties recognize that the need may arise for an employee to request to adjust his/her base schedule during a workweek in order to meet the needs of the Regional Center, the Regional Center’s consumers, or the needs of the employee. In that event, the employee must contact his/her manager to request to change his/her base schedule for that day(s). The request is subject to approval of the employee’s manager. If the employee’s manager has not responded to the request within 30 minutes, the

employee must contact the applicable Associate Director to request approval for the change in his/her base schedule.

- d. Based upon work related needs of the day, an employee may choose to take his/her scheduled meal period length or amend it to be 30 minutes or 1 hour, as applicable. Prior to changing the length of a meal period, the employee will provide notice to his/her manager and by the following workday will provide written notice to his/her manager of the length of the meal period – including the beginning and end of the meal period – that the employee took the preceding day. Irrespective of the meal period taken by the employee, the employee shall still work the length of his/her regular shift, unless the employee has otherwise been approved for time off on that day.
 - e. With respect to (a)-(c) above, the manager's approval shall not be withheld for arbitrary reasons.
- 2. An employee may also choose to work a voluntary split shift, subject to supervisory approval (e.g., 7:00 a.m. - 11:00 a.m. and 2:30 p.m. - 6:00 p.m.). By split shift, the parties mean two work segments in a day, provided that no segment shall be for less than two hours.
 - 3. An employee during his/her probationary period is required to work during the core hours of 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m.
 - 4. The receptionist position at the Central Office is an exception to the flexible shift option. The hours of the receptionist position shall remain fixed at either 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m., as mutually agreed.
 - 5. The following applies to classifications not covered by Section 28 (D)(1)(a)-(e): An employee may request supervisory approval for changing his or her chosen work shift. Except in emergency situations, an employee who wishes to change his or her work shift must request supervisory approval for the change at least 2 weeks in advance. The supervisor's approval shall not be withheld for arbitrary reasons.

a. First Request To Change Schedule Within A 12-Month Period

In a situation where an employee has made his/her first request to change his/her chosen work shift within a 12-month period and such request is denied, within five calendar days of the supervisor's decision being issued, the employee may appeal in writing the supervisor's decision to the Human Resources Director. The Human Resources Director shall render a decision. An employee may file a grievance within twenty calendar days of the issuance of the Human Resources

Director's decision. The grievance shall start at Step C of the Grievance Procedure set forth in Section 36.

b. Subsequent Requests To Change Schedule Within A 12-Month Period

In a situation where an employee has made his/her second or greater request to change his/her chosen work shift within a 12-month period and such request is denied, within five calendar days of the supervisor's decision, an employee may appeal in writing the supervisor's decision to the Human Resources Director. The Human Resources Director shall render a final decision and that decision shall not be grievable.

6. If coverage and accessibility to the consumer become an issue because too many employees request the same shift, approval of shift preference shall be based on seniority.
7. For employees not covered by Section 28(D)(1)(a), in the event an employee needs to modify his/her established work schedule for a specific day due to work related reasons, the employee must make a request to work a different schedule that is one of the approved schedules identified in Section 28(D)(1). The request must be made to the employee's manager or manager's designee in advance and shall include the reason for the request and the schedule the employee wishes to work. The manager or manager's designee shall notify the employee as soon as reasonably possible whether the request is approved or denied. The manager's approval shall not be withheld for arbitrary reasons and the manager's decision as well as the timing of when the response is provided shall not be grievable.

E. Workweek Options

1. Effective October 1, 2013, all full-time employees shall work a 5-day workweek consisting of Monday through Friday, except as otherwise provided in this Section.

Employees who, as of October 1, 2013, are working a Tuesday through Saturday workweek schedule shall be eligible to continue working a Tuesday through Saturday workweek schedule through the employee's completion, graduation, or withdrawal from his/her current graduate school program. Employees who, as of October 1, 2013, are working such schedules shall be required to provide proof of enrollment in the graduate program to maintain their eligibility for the Tuesday through Saturday workweek schedule.

In addition, employees who enroll in a graduate program after October 1, 2013, shall be eligible to request to work a Tuesday through Saturday workweek schedule. The employee must submit his/her request in writing

to the employee's manager. The request must include proof of the employee being accepted into the graduate program, the name of the school, the length of the graduate program, and the requested date to start the Tuesday through Saturday workweek schedule. The request must be submitted at least three weeks in advance of the requested start date of the Tuesday through Saturday workweek schedule. The manager shall provide a response approving or denying the request within five workdays of receipt of the request. The manager's approval shall not be withheld for arbitrary reasons. Within five calendar days of the manager's decision, an employee may appeal in writing the manager's decision to the Human Resources Director. The Human Resources Director shall hold a meeting to allow the employee to present the basis for his/her appeal and shall within five workdays render a final decision. The Human Resources Director's decision shall not be grievable.

The employee must provide proof of enrollment in the graduate program prior to commencing the Tuesday through Saturday workweek schedule.

An employee working a Tuesday through Saturday workweek schedule shall review the employee's work plan for Saturday with the supervisor in advance.

Upon an employee's completion/graduation from his/her graduate program or withdrawal from such program, the employee shall be required to return to a Monday through Friday workweek schedule. Employees working such schedules shall be required to notify in writing the Regional Center within three calendar days of having completed, graduated, or withdrawn from the graduate program.

2. For an employee on a Tuesday through Saturday workweek, the employee will observe the holiday on another day the employee would otherwise be scheduled to work during the workweek in which the holiday falls, with the date of holiday observance to be mutually agreed upon by the employee and supervisor.
3. If coverage becomes a problem, the Regional Center will notify the employee and shall meet with the employee to discuss potential solutions to the coverage issue. If the Regional Center and employee are unable to reach agreement on a solution to the coverage issue, the Regional Center reserves the right to cancel the Tuesday through Saturday workweek schedule by providing notice to the employee that it is canceling the Tuesday through Saturday workweek schedule. Unless agreed otherwise between the Regional Center and the employee, the cancellation of the schedule shall not take effect until the first work day following the completion of, as applicable, the quarter, semester, or term at the graduate program. The Regional Center's decision shall not be grievable.

- F. Employees have the option of telecommuting with the supervisor's approval in accordance with the Telecommuting Agreement located at the end of the Agreement

as Appendix B. An employee who is authorized to telecommute shall not be eligible to work an alternative workweek as set forth in Section 27(G).

G. Alternative Workweek

San Andreas Regional Center offers eligible employees the opportunity to apply for and participate in an alternative workweek program. Full-time non-exempt employees, with the exception of the receptionist at the Central Office, shall be eligible to apply for an alternative workweek schedule if the following requirements are satisfied: (1) the employee has obtained permanent status as set forth in Section 8(E); (2) the employee has worked for the Regional Center for at least one year prior to applying for the alternative workweek schedule; and (3) the employee is not currently on a corrective action plan nor has the employee received any disciplinary action based on attendance or punctuality within the past year.

Eligible employees shall submit their application, utilizing a Regional Center form, to their immediate supervisor. After receiving the request for an alternative workweek, the supervisor shall have five calendar days to provide a response to the employee's request.

The alternative workweek schedule is as follows: Four, 8.5-hour days, Monday through Thursday, and one 7.0-hour Friday in one calendar week, followed by four, 8.5-hour days, Monday through Thursday, in the following calendar week.

Employees who are approved for an alternative workweek will have the "workweek" which is used to calculate overtime altered to ensure that they do not work over 37.5 hours in any consecutive seven-day period. Employees on an alternative workweek schedule must start at 7:30 a.m., 8:00 a.m., or 8:30 a.m. Employees utilizing an alternative workweek schedule, must be able to meet workload requirements and be available for scheduled conferences and meetings.

If a holiday falls on a scheduled workday, an employee scheduled to work more than 7.5 hours that day under an existing alternative workweek schedule, may charge vacation or his/her Floating Holiday to account for the holiday time over 7.5 hours. If a holiday occurs on an employee's scheduled day off, the employee is given credit for 7.5 hours that may be used as a holiday at a later date that is approved by the employee's supervisor.

The Regional Center reserves the right to cancel an employee's alternative workweek schedule. In such a situation, the Regional Center shall provide written notice to the affected employee(s) at least 10-work days prior to canceling the alternative workweek schedule. Similarly, an employee is eligible to cancel his/her alternative workweek schedule. In such a situation, the employee shall provide written notice to the Employer at least ten work days prior to canceling the alternative workweek schedule. The Regional Center's decision to approve, deny, or cancel an alternative workweek schedule shall not be grievable.

If an employee is authorized to work an alternative workweek, the employee shall not be allowed to telecommute as set forth in Section 28(F) and the Telecommuting Agreement, which is set forth as Appendix B.

- H. When it is in the best interest of the Regional Center, flexible time arrangements may be maintained or implemented at the discretion and approval of the Executive Director. Except as otherwise provided in this Agreement, changes in the employee's regular work schedule may be made by the Regional Center and shall be implemented after 30 days, except in cases of emergency. Except as otherwise provided in this Agreement, changes in the employee's regular work schedule requested by the employee and approved by the Executive Director or his/her designee, may be implemented in less than 30 days, at a mutually agreed upon time. The employee's regular work schedule may be adjusted for a specific workday without changing the negotiated hours per day, subject to prior approval of the Supervisor, to accommodate a special need of the employee or the needs of the Regional Center.
- I. Consistent with the Regional Center's Lactation Policy, which is hereby incorporated by reference, bargaining unit employees are provided reasonable amounts of break time to express breast milk for an infant child and furthermore the Regional Center will make reasonable efforts to provide the use of a room or other private location for the purposes expressing break milk.

SECTION 29 – MANAGEMENT UNION MEETING

San Andreas Regional Center and the Union recognize a mutual interest in maintaining harmonious labor relations and providing quality services to the community in a culturally competent and relevant manner, which also addresses the needs of the workforce providing the services. In order to address issues of concern regarding working conditions, San Andreas Regional Center and the Union agree to create a monthly meeting of Union and Management representatives. The committee will meet on a mutually agreed upon date and time, unless the parties agree to cancel the meeting. The parties agree that these meetings will be used to maintain open and respectful communication, to identify areas of concerns, and to make recommendations regarding potential resolutions to those areas of concern. Specific agenda items shall be provided by Union and Management representatives to each other five (5) calendar days prior to the scheduled meeting and the parties shall mutually agree to the agenda prior to the meeting. The committee's activities are advisory.

SECTION 30 – WORKLOAD

A. Workload Distribution

The Regional Center will make every effort to distribute workload equitably so that no employee has a significantly higher workload than any other employee who performs similar duties and functions.

Staffing and workload distribution shall be subject to discussion between the Union and the Regional Center at either the Management Union Meeting or at a Workload Committee meeting.

In addition, an employee may request a meeting with his/her manager to discuss his/her workload balance and the distribution of work between that employee and another employee who performs similar duties and functions. The manager will attempt to schedule the meeting to occur within ten (10) working days from the employee's request. The purpose of the meeting will be to allow the employee to explain his/her concerns regarding the employee's caseload and/or workload distribution and have the manager provide input regarding those concerns.

B. Workload Priorities

An employee can request in writing and will receive written clarification from his/her supervisor, at any time, in order to:

1. Establish workload priorities;
2. Establish workload priorities when the employee is assigned and/or assumes additional duties.
3. Establish workload priorities when the employee returns to work following a leave of absence of more than ten (10) work days.

Upon receipt of an employee's request for written clarification regarding Section B(1)-(3), a manager may schedule a meeting with the employee to discuss the requested clarification. The manager shall attempt to schedule the meeting within five (5) work days of his/her receipt of the request. Within ten (10) work days of the meeting, the manager will provide the written clarification in response to the employee's request. If a manager does not request a meeting, then he/she will provide the requested written clarification within fifteen (15) days of his/her receipt of the employee's request.

SECTION 31 – SALARIES

A. Salaries

1. Employees shall be paid in accordance with the Salary Schedule attached as Appendix A, which for non-exempt employees shall reflect their base hourly rate and for exempt employees shall reflect their monthly salary.

The Regional Center agrees to provide a 2.0% increase to the salary schedule retroactive to January 1, 2017. The parties agree to suspend for the 2017-18 fiscal year Section 10(F) and therefore no employee will be eligible to make a request under Section 10(F) during the 2017-18 fiscal year.

The Regional Center agrees to provide a one-time "off the salary schedule" adjustment equivalent to a 2.5% salary adjustment to bargaining unit employees employed by the Regional Center as of the date the payment is made based on the employee's actual base earnings, exclusive of overtime, during the 2016-17 fiscal year. The "off the salary schedule" adjustment of 2.5% shall be calculated prior to the increase to the salary schedule referenced in the paragraph above being made.

2. Step Placement

- a. New employees are usually hired at the first step of the salary scale. A candidate with extensive experience beyond the minimum requirements for the position for which he or she is being considered may begin at a higher step upon approval of the Executive Director.
 - b. Steps are annual; effective on the employee's anniversary date, provided the employee is not on a formal corrective action plan. If the employee is on a formal corrective action plan, his/her annual step increase will be withheld until such time as performance is satisfactory. Upon successful completion of the plan of corrective action, the step increase will be implemented effective on that date. The employee's anniversary date will not change.
- B. Employees shall be paid twice monthly, no later than the 5th and 20th day of the month for the preceding pay periods. Should either of these calendar days fall on a weekend or holiday when the payroll office is closed, employees shall receive their checks on the last regular business day prior to the 5th and 20th day of any such month.
- C. The Regional Center shall, within a reasonable period of time, furnish to any employee, upon request, an itemization of all his/her accrued sick leave, vacation leave and compensatory time due.
- D. New classifications and wages for such new classifications shall be established by the Regional Center. Immediately upon establishment of such classification, the Union shall be notified in writing of the nature of the job and the wage. Upon request, the Regional Center shall meet to negotiate with the Union concerning such wage.
- E. Bilingual Pay
 - 1. An employee required by management to use a language other than English (including the use of sign language) at least 10 percent of the time in a particular pay period, or who is in a position designated by management as bilingual, shall receive a differential in the amount of \$52.50 for that pay period for use of oral/manual skills in an alternative language.
 - 2. An employee required by management to use a language other than English (including the use of sign language) at least 30 percent of the time in a particular pay period shall receive a differential in the amount of \$84.00 for that pay period for use of oral/manual skills in an alternative language.
 - 3. An employee required by management to use bilingual skills less than 10 percent of the time, but who maintains certification, shall receive a differential in the amount of \$31.50 per pay period.
 - 4. To be eligible to receive bilingual pay, the employee must be certified as bilingual.

5. In order to determine the appropriate level of bilingual differential pay, each fiscal year bilingual caseloads shall be determined by the primary language noted on the form "Client Face Sheet."

F. Longevity

The Regional Center provides a longevity bonus to full-time employees (part-time employees will receive a pro-rata payment based upon his/her full-time equivalent percentage). The amount of the longevity bonus that employees earn is based upon their completed years of service beginning with the conclusion of their third year of service and then being paid at the conclusion of every third year of service thereafter.

The Regional Center agrees to make the increase in the longevity amounts set forth below retroactive to January 1, 2017. The Regional Center will provide notice of when the retroactive payment will be made to eligible employees.

1. The longevity bonus shall be paid as follows:

Years of Completed Service	Amount of Longevity Bonus
3	\$100
6	\$200
9	\$300
12	\$400
15	\$500
18	\$600
21	\$700
24	\$800
27	\$900
30	\$1,000
33	\$1,100
36	\$1,200

2. In order to receive the longevity bonus, the employee must be a Regional Center employee on his/her anniversary date.
3. The longevity bonus will be paid to employees as part of the employee's normal payroll check in the first pay period after his/her anniversary date.
4. For purposes of clarification and example, a full-time employee who was hired July 15, 2015, shall receive, provided that he/she is a current employee on July 15, 2018, a longevity bonus of \$100.00. The next longevity bonus of \$200 will be payable on July 15, 2021, provided that the employee is employed on his/her anniversary date. The employee, however, shall not receive a longevity bonus if he/she is an employee on July 15, 2019 and July 15, 2020.

SECTION 32 – PERSONNEL FILES

- A. Inspection – Records, reports and other material relating to employment and the performance of each employee shall be maintained in one file and shall be open at reasonable times to the inspection of the employee concerned only, with or without a Union representative present, at the option of the employee. Documents relating to pre-employment decisions shall not be made available. Copies of I-9 documents produced immediately after hire to verify the legal right to work in the United States shall be kept in a separate file from the personnel file.
- B. Filing Procedure – Material relating to performance shall be signed by a person competent to know the facts and a copy of such material shall be provided to the employee. Hearsay or uncorroborated statements shall not be used as the basis for such material. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that such signature merely signifies reading the material to be filed and does not necessarily indicate agreement with its contents. The employee shall receive a copy upon signing. If the employee refuses to sign a document, a notation to that effect is to be made on the document before it is placed in the employee's personnel file.
- C. 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 at the request of the employee and shall be given no weight or consideration for any purpose whatever.
- D. Answers and Reproductions – The employee shall have the right to answer any material filed and this answer shall be attached to the file copy. Such material shall not be used exclusive of this answer. An employee, upon request, shall receive reproductions of any material in the file.
- E. Secret Material – Material not in the file may not be used against the employee for any purpose.
- F. Grievance Material – No material pertaining to use of the grievance procedure shall be included in the employee's personnel file.
- G. Positive Material – Information of a positive nature received by the Regional Center pertaining to the performance of an employee shall be placed in the employee's personnel file upon the employee's request. The employee shall be advised of any such material received. The Regional Center may include an answer to any such material.
- H. Derogatory Material – Derogatory material (which for purposes of this Section shall be limited to discipline issued under Section 34(A)(2), and specifically excludes performance reviews, shall be considered satisfactorily corrected and may be sealed within the personnel file, upon request by the employee, if there are no further related incidents for a period of 18 months.

- I. Incorrect Material – Material will be removed or otherwise deleted from the personnel file in the event an employee and the Regional Center agree that the material is incorrect or it is determined to be incorrect as a result of the grievance procedure.
- J. Incident Reporting – Any incident which has not been reduced to writing and placed in the personnel file as soon as possible, but no later than 30 days of its occurrence or the date the supervisor reasonably should have known of the facts underlying the incident, shall not be added to the file at a later date. In the event of an investigation that cannot be completed within 30 days, the parties may mutually agree to extend the time line in writing.
- K. To ensure that paychecks reflect proper deductions and that benefits include all eligible dependents and beneficiaries, each employee is required to notify Human Resources of any change in:
 - 1. Name, address and marital status;
 - 2. Number of dependents, their names and birth dates;
 - 3. Person to be notified in case of emergency; or
 - 4. Designated beneficiaries for which there is such a requirement.

SECTION 33 – PERFORMANCE REVIEW

A. Ongoing Feedback

As part of the Regional Center's effort to provide quality services to its consumers, the parties agree that, except in unusual situations, the provision of timely feedback and support to employees is a shared interest.

B. Performance Review

Performance reviews will be conducted for new, promoted and continuing employees on a regularly scheduled basis, at least annually. The supervisor will evaluate on-the-job performance and performance objectives and, if applicable, training needs will be established as needed. Evaluation material submitted shall be restricted to the time span the evaluating supervisor has actively supervised said employee.

Performance reviews shall be signed by the employee and copies will be furnished.

C. Success Work Plan

- 1. If the Regional Center determines that, based on the results of an employee's performance review or at any other time, an employee could benefit from the assistance of a Success Work Plan due to performance related concerns, it may place an employee on a non-disciplinary Success Work Plan. The Success Work Plan is designed to provide an overview of the employee's performance issues, recommended steps/suggestions to address those performance issues, and will include a reasonable period of time, as designated by the Regional Center, for the employee to improve his/her performance.

2. After the Regional Center has developed a Success Work Plan for an employee it will provide it to the employee and attempt to meet with the employee and, if requested, his/her Union Representative to review the Success Work Plan.

SECTION 34 – DISCIPLINE, DISCHARGE, SEPARATION

A. Standard For Discipline

No permanent employee may be suspended without pay or discharged without just cause.

1. Discipline For Performance

- a. It is the Regional Center's intent to provide support, as specified in this Section, when necessary to help ensure employees' successful performance of their job duties. If the cause relates to performance, the employee shall not be discharged unless the immediate supervisor or, if the immediate supervisor is not available, the next available supervisor in the chain of command, has provided counseling and a written evaluation of performance, including a statement of action required to remove the deficiency and the employee is given a reasonable period to improve performance initially via a Success Work Plan and then, if necessary, via a Corrective Action Plan.

In situations, where a Success Work Plan – see Section 33(C) – does not sufficiently improve an employee's performance, the employee may be placed on a Corrective Action Plan. When the Regional Center is placing an employee on a Corrective Action Plan, the initial term of the Plan may be up to 90 calendar days; however, the Regional Center may extend the duration of the Corrective Action Plan or place an employee on a new Corrective Action Plan. In the event an employee has been on a Success Work Plan and a Corrective Action Plan, the Regional Center will not be required to place the employee on a new Success Work Plan prior to placing the employee on a new Corrective Action Plan if the performance issues arise within 18 months of the employee successfully completing the previous Corrective Action Plan.

- b. As long as the Regional Center has provided the above referenced counseling – including a Success Work Plan and a Corrective Action Plan – and a written evaluation, the Regional Center, may but is not required to suspend or utilize any other form of progressive disciplinary action prior to the discharge of the employee.

2. Discipline For Misconduct

If the discharge is for misconduct, the Regional Center will follow progressive discipline unless the employee has engaged in gross misconduct. If the Regional Center determines that the matter requires an investigation, the employee may be placed on administrative leave pending the outcome of the investigation. Administrative leave means leave with pay.

3. Notice of Disciplinary Action

Notice of discharge, suspension or demotion shall be served in person or by registered mail to the employee as soon as possible. The notice shall include the following information:

- a. Statement of the nature of the disciplinary action
- b. Effective date of the disciplinary action
- c. Statement of the cause for disciplinary action
- d. Statement in ordinary and concise language of the act or omissions on which causes are based
- e. Statement advising the employee of his/her right to appeal and the right to Union representation.

4. Voluntary Resignations

Any employee desiring to voluntarily resign shall give at least 2 weeks written notice of his/her intent to resign. If an employee terminates, accrual of benefits ceases on the last day worked and benefits terminate in accordance with the terms and conditions of the specific benefit plans unless the employee and/or dependents elect to continue coverage(s) as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

The employee must be physically present at his/her work site on the final day of employment.

SECTION 35 – WORKLOAD COMMITTEE

The parties agree to a Workload Committee, which shall be responsible for discussing workload related strategies. The topics that the Workload Committee may discuss, includes, but are not limited to: (1) existing Regional Center policies/procedures and how they impact bargaining unit employee's workloads; (2) workload distribution among bargaining unit employees; (3) staffing needs as it relates to bargaining unit classifications; and (4) a review of guidelines, regulations, and applicable law governing Regional Centers with respect to how they impact bargaining unit employee's workloads. The parties agree that the Workload Committee's activities shall be advisory only and shall have no impact on the Regional

Center's existing ability to make and implement decisions as it pertains to bargaining unit employees.

The committee shall meet on a quarterly basis and shall replace the Management Union Meeting that would have taken place during in that month. Unless the parties agree in writing otherwise, the Workload Committee meeting shall take place on the same date as the Management Union Meeting was otherwise scheduled to take place. Specific agenda items shall be provided by Union and Management representatives to each other five (5) calendar days prior to the scheduled meeting and the parties shall mutually agree to the agenda prior to the meeting. If the parties do not mutually agree on an agenda item, the proposed agenda item will not be discussed by the Committee.

The committee shall consist of up to three management representatives and up to three bargaining unit members. In addition, depending on the agreed upon agenda, the parties may mutually agree that each may bring one additional Regional Center employee (management may bring a management representative and SEIU may bring a bargaining unit employee) who is deemed to be a subject matter expert on an agenda item to specified committee meetings.

The meeting shall not last more than 90 minutes and San Andreas Regional Center agrees to provide 90 minutes of paid release time for committee members – including “subject matter experts” – to attend the meeting. If the meeting is held in San Jose, bargaining unit committee members – including “subject matter experts” – from offices other than San Jose shall participate in the Committee meeting via conference call.

SECTION 36 – PROMOTION, REASSIGNMENT, TRANSFER AND POSITION OPENINGS

A. Definitions

1. **Transfer:** A transfer is movement of an employee, non-promotional in nature, from one position to another position within the same classification. A transfer may be voluntary – employee initiated or involuntary – Regional Center initiated.
2. **Promotion:** Promotion is defined as the movement of an employee from one classification to another classification with a higher salary range designation.
3. **Demotion:** Demotion is defined as the movement, voluntary or involuntary, to a position on a lower salary range. In the case of a demotion, the employee shall be placed on the option below that provides the greater base hourly rate for the employee:
 - a. the same salary step in the lower classification as he/she was on in the higher classification; or
 - b. for an employee who previously obtained permanent status in the classification to which he/she is being demoted, placement

on the salary step the employee was last on in that prior classification.

4. Vacancy: A vacant position is a bargaining unit position, which is created, when an employee permanently leaves the position or when the Regional Center creates a new position.

B. Procedures for Filling Vacancies

1. Prior to posting for a vacancy, the Regional Center reserves the right to fill vacant positions through involuntary transfers or involuntary demotions.
2. If there are no involuntary transfers or involuntary demotions, the Regional Center will post the vacancy internally for 5 working days on the bulletin board designated at each work site and also will email the posting to bargaining unit employees who have Regional Center email accounts.
 - a. Copies of postings will be sent to the Union president.
 - b. The Regional Center may simultaneously post the vacancy externally.

3. Voluntary Transfer Requests

To be eligible to submit a voluntary transfer request, employees must: (1) meet the minimum qualifications of the vacant position; (2) have completed one year of service with the Regional Center; (3) have worked at least one year in the employee's current position and Unit/Department; (4) not be on a Corrective Action Plan; and (5) not have received a written warning or more severe disciplinary action within the past year, which period shall be measured from the date the vacancy is posted.

- a. Voluntary transfer requests received within the 5 working day posting period will be, except as provided in 36(B)(3)(b) and/or 36(B)(3)(c), offered to employees based on seniority.
- b. The Regional Center may fill vacancies through voluntary transfer requests outside of seniority order in order to meet specific language needs or program needs. Program needs means any specific experience or cross training in the program area of the vacancy. For example, if the vacancy requires early childhood development skills and/or experience, a transfer request from an employee with such experience may be granted over a request from a more senior employee without such experience or cross training. Except for specific language needs or program needs, seniority shall be the determining factor in filling a vacancy through transfer requests.

- c. Once the Regional Center determines the employee to whom it will be offering the voluntary transfer and before the transfer is implemented, it will provide notice to the employee that he/she is being offered the voluntary transfer. The notice will also identify a date and time for the employee to meet with the manager of the Unit/Department in which the vacancy is located. During that meeting the Manager shall provide an overview of how the Unit/Department is operated.
 - i. Within two business days of the meeting occurring, the employee must provide written notice to the Human Resources Department whether he/she is accepting or declining the voluntary transfer.
 - ii. If the employee fails to attend the meeting or fails to provide his/her written response to the Human Resources Department within two business days of the meeting, then the employee shall be deemed to have declined the voluntary transfer.

4. Movement Between Classifications At The Same Salary Range And Voluntary Demotions

To be eligible to submit a request to move between one classification and another at the same salary range or submit a request to take a voluntary demotion employees must: (a) meet the minimum qualifications of the vacant position; (b) have completed one year of service with the Regional Center; (c) have worked at least one year in the employee's current position and Unit/Department; (d) not be on a Corrective Action Plan; and (e) not have received a written warning or more severe disciplinary action within the past year, which period shall be measured from the date the vacancy is posted.

If an employee meets the criteria set forth above, and the Regional Center does not fill the vacancy based on Section 36(B)(1) or 36(B)(3), the employee will be interviewed for the vacancy based on the process set forth in Section 36(C), together with qualified external applicants and those employees under Section 36(B)(5).

5. Promotional Candidates

To be eligible to submit a promotional request, employees must: (a) meet the minimum qualifications of the vacant position; (b) have completed one year of service with the Regional Center; (c) not be on a Corrective Action Plan; and (d) not have received a written warning or more severe disciplinary action within the past year, which period shall be measured from the date the vacancy is posted.

If an employee meets the criteria set forth above, and the Regional Center does not fill the vacancy based on Section 36(B)(1) or 36(B)(3), the employee will be interviewed for the vacancy based on the process set forth in Section 36(C), together with qualified external applicants and those employees under Section 36(B)(4).

6. Involuntary Transfers

- a. An involuntary transfer may be initiated by the Regional Center at any time if such transfer is determined to be in the best interest of the consumers or the Regional Center based on work-related needs.
- b. If there is a need to make an involuntary transfer due to a staff overage or shortage at an office, the Regional Center will first ask for volunteers. If there are no volunteers, the Regional Center will consider program experience, language skills and seniority. If program experience and language skills are equal, the least senior employee shall be involuntarily transferred. If the least senior employee has a disability, which prevents the employee from physically transferring to another office, a reasonable accommodation should be made to enable that employee to continue working, and the next least senior employee shall be involuntarily transferred.
- c. If there is a need to make an involuntary transfer, the employee shall be given notice as soon as possible, and shall be informed of the reason(s) in writing prior to such action. The employee and a Union representative shall be afforded an opportunity to meet with the Regional Center regarding the involuntary transfer prior to its implementation. In the event that the Regional Center does an involuntary transfer of an employee to a location more than 20 miles from the employee's present work location, the Regional Center agrees to authorize the reimbursement of mileage in excess of the employee's previous regular commute mileage for the first 60 working days following the involuntary transfer.
- d. Employees who are transferred shall retain their same pay step and anniversary date and shall not be required to serve any additional probationary period.

C. Interview Process

1. The Regional Center will convene an interview panel to interview the employees who meet the requirements of Section 36(B)(4) and/or 36(B)(5), together with qualified external applicants.

- a. The interview panel may include a bargaining unit member from the classification of the vacancy. If the Union wishes to have a bargaining unit member participate on the interview panel, it must provide written notice to the Human Resources Department within two business days of the closing of the posting for the vacancy.
 - b. If the Union does not provide such written notice to the Regional Center, the Regional Center may proceed with the interview panel without the participation of a bargaining unit employee.
2. Internal applicants shall be given priority consideration for filling vacant positions over external candidates by being given additional points equal to 10 percent of the total possible points by each member of the interview panel.
3. If the interview panel determines that, between two internal candidates, all other things are equal with respect to filling the vacancy and those internal candidates are the highest rated candidates, then the employee with the greatest hire date seniority shall be the highest ranked candidate. The panel's determination shall not be grievable.

D. Promotional Vacancies Outside Of The Bargaining Unit

Internal applicants who meet the requirements of Section 36(B)(5) shall be interviewed prior to external candidates for non-bargaining unit promotional vacancies; however, additional points will not be added.

E. Success Work Plan

For employees on a Success Work Plan, in order to be eligible to apply for, as applicable, a transfer under Section 36(B)(3), movement between classifications at the same salary range/voluntary demotions under Section 36(B)(4), or promotions under Section 36(B)(5), the employee must comply with the following process:

1. Within the five day posting period set forth in Section 36(B)(2), the employee must submit to his/her applicable Associate Director a written request to be deemed eligible to be considered for the applicable vacancy. The written submission must specify: (a) the position the employee is interested in; (b) whether the employee is requesting a transfer, movement between classifications at the same salary range, a demotion, or a promotion; and (c) an explanation of why the requested move would be beneficial to the employee and the Regional Center as well as an explanation regarding why it would better allow the employee to successfully complete his/her Success Work Plan. The employee must attach his/her resume to the written submission.
2. Upon receipt of the employee's submission, the applicable Associate Director will review the employee's request and will communicate his/her decision to

the employee within three work days of receipt of the submission. The Associate Director will notify the employee whether his/her request to be deemed eligible to submit a request under Sections 36(B)(3)-(5) has been approved or denied. The Associate Director's decision shall be final and shall not be challengeable in any forum.

3. If the employee's request is granted, his/her written submission under Section 36(E)(1) will satisfy the requirement for the employee to provide a request under Section 36(B)(3)-(5) and the employee's request will be processed in accordance with Section 36(B)(3)-(5). If the employee is moved into the vacant position at issue, the employee's Success Work Plan will follow the employee to the new position and the employee will still be responsible for satisfying the requirements of the Success Work Plan; however, the Success Work Plan will be administered by the employee's new manager.

SECTION 37 – GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim or dispute, including any claim or dispute relating to discipline or discharge, by an employee, the Union, or the Regional Center, concerning the interpretation, application or alleged violation of a specific provision of this Agreement.
- B. The parties pledge their active, aggressive and continuing efforts to secure prompt disposition of complaints or disputes. Consequently, every grievance by the Union or an employee shall first be taken up orally by the employee and/or a shop steward with the immediate supervisor, who will attempt to settle the matter. The Union or grievant will clearly identify the discussion as an informal grievance meeting and will identify the Agreement section under discussion.
- C. If the alleged grievance is not settled, it shall be reduced to writing. Such written grievance shall contain the following:
 1. Clear statement of the nature of the grievance.
 2. The section of the Agreement in question.
 3. The date the oral discussion took place and who participated.
 4. The date of the occurrence of the action upon which the grievance is based.
 5. The proposed resolution to the grievance.
 6. The date of the execution of the grievance letter.
 7. Signature(s) of the grievant and/or of the Union Representative.

The grievance shall be filed with the appropriate Department Head within 20 calendar days following the date the grievance occurred or within 20 calendar days of the date

the grievant reasonably should have known of the facts giving rise to the grievance.

- D. The appropriate Department Head shall respond, in writing, to the grievance within 10 calendar days. If the employee or the Union is not satisfied with this response, the grievance shall be submitted within 10 calendar days after receipt of the Department Head's response to the Director.
- E. Within 10 calendar days after the written employee or Union grievance has been filed with the Director, and as the initial step of a Regional Center grievance, the Business Agent or other authorized Union representative shall meet with the Executive Director or designee in an attempt to resolve the grievance. Within 10 calendar days after such meeting, the Director shall render an answer in writing.
- F. If an unsatisfactory answer is received, the grievance may be directly referred to arbitration. The request for arbitration must be made, in writing, within 20 calendar days after receipt of the answer. In situations where the grievant(s) is an employee or employees, only the Union is authorized to request arbitration.
- G. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Regional Center and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitration within 7 calendar days after receipt of the written request for arbitration, either party may request the California State Conciliation Services to submit a list of 7 representative arbitrators. Each party shall alternately strike 3 names from this list, until the remaining person is selected as arbitrator.
- H. A discharge arbitration shall commence within 12 months of the date of discharge unless there is mutual agreement in writing signed by representatives of both the Regional Center and the Union to extend this timeline or unless good cause exists due to extraordinary circumstances about which both parties have notice. If mutual agreement cannot be reached and there is a dispute about whether good cause exists for the extension, the dispute shall be submitted separately to the arbitrator by a written motion before the arbitration hearing, and if the arbitrator finds that there was not good cause to extend the timeline, the grievance shall be considered withdrawn. Unless there is mutual agreement or good cause is found to exist for an extension, a discharge grievance which does not commence by the anniversary of the date of discharge shall be considered withdrawn.
- I. If any questions arise as to the arbitrability of a grievance, such question will be ruled upon by the arbitrator in a bench decision at the time of the hearing. The arbitrator must resolve issues of arbitrability before hearing the substantive matters. In the event that a case is submitted to an arbitrator on which he/she has no power to render a decision, an arbitrator shall make this ruling at the hearing and shall make no recommendation on the merits of the case.
- J. All expenses for the actual arbitration shall be paid equally by the Regional Center and the Union, except that each party shall be responsible for the expenses of its own attorney and/or witnesses. If an arbitrator is scheduled and either party withdraws the

grievance prior to the actual arbitration and arbitrator fees are incurred, the party withdrawing the grievance shall pay the entire arbitration fee.

- K. The determination of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to add to or depart from the terms of this Agreement.
- L. Time limits may be extended or waived only by mutual agreement of the parties. If the Regional Center fails to respond within the specified period of time without such extension or waiver, the grievance shall automatically move to the next step.
- M. The parties recognize that the grievance and arbitration sections of the contract are and shall remain in full force and effect except as modified herein) even if the State of California disapproves the expenditure of funds by San Andreas Regional Center, Inc., for expenses incurred under this section. If the State should disapprove such funds, San Andreas Regional Center, Inc., will not be required under the contract to proceed (to process grievance, arbitrate, reopen or renegotiate) unless and until the State has approved the expenditure of reasonable funds for such purposes (recognizing that representation is necessary in certain cases) but, should the State fail to approve such expenditures, the parties shall, consistent with this Agreement, use their best efforts to persuade the State to approve such funds.

SECTION 38 - RELEASE TIME FOR NEGOTIATIONS

- A. The Regional Center will provide paid release time for up to 7 bargaining unit members for attendance at negotiations:
 - 1. of up to a maximum of 75 hours per attending bargaining unit member for a successor collective bargaining agreement; and
 - 2. of up to a maximum of 37.5 hours per attending bargaining unit employee during reopener negotiations as set forth in Section 44 – Term of Agreement.

The hours set forth above reflect the individual maximum amount that each bargaining unit member may receive. The hours may not be aggregated for use by the bargaining team or apportioned by the bargaining team.

- B. Employees who receive paid release time shall receive their base hourly rate of pay for attendance at negotiation sessions during their normal work hours and shall not receive overtime pay for such attendance. Time spent and pay for time spent for negotiations shall not be considered in determining eligibility to receive overtime pay or the rate of overtime pay.
- C. If a bargaining session ends during an employee's regular normal work hours, the Regional Center may require the employee to return to work and complete his/her shift in order to receive his/her full pay for the day.
- D. If a bargaining unit member misses a negotiation session, and SEIU has a substitute bargaining unit member attend the negotiation session in the absent bargaining unit

member's place, the Regional Center shall pay the substitute in accordance with this Section and the hours paid to the substitute shall count towards the absent bargaining unit member's maximum paid release time. Likewise, if a bargaining unit member begins as a part of the SEIU bargaining team and is replaced during successor or reopener negotiations, the hours paid to that bargaining unit member for attendance at negotiations shall be attributed to the replacement for the bargaining unit member so that the replacement is not eligible to receive more than, as applicable, 75 or 37.5 hours of paid release time.

- E. To the extent that a negotiation session occurs outside of an employee's regular work hours or starts before or extends past an employee's regular work hours, then the employee shall not be paid by the Regional Center for attendance at such negotiation sessions. The paid release time shall be limited to attendance at negotiation sessions during the actual scheduled negotiation hours and shall not include preparation for negotiations or any other time spent relating to negotiations. For instance, if negotiations are scheduled from 10:00 a.m. to 5:00 p.m., the Regional Center will pay the attending bargaining unit member for seven hours of time, unless the negotiations conclude prior to 5:00 p.m. and the Regional Center invokes Paragraph C above or the parties agree that the Union bargaining team will work until 5:00 p.m. on preparing a counterproposal.

SECTION 39 – NO STRIKE, NO LOCKOUT

There shall be no work stoppages of any kind during the term of this Agreement by strike, lockout or otherwise. All matters in dispute shall be settled in accordance with the grievance and arbitration procedures set forth herein.

SECTION 40 – SAFETY AND HEALTH

The Regional Center shall make reasonable provisions for the safety and health of the employees in accordance with the requirements of the laws of California.

The Union Shop Steward may report to the Regional Center, in writing, any possible health or safety hazards. The Regional Center shall promptly respond in writing on what actions have been taken or are to be taken to alleviate the problem. If the Shop Steward feels that the Regional Center is not taking sufficient action to maintain safe and health conditions, he/she may take the matter before any State or Federal Agency. The Regional Center agrees to take no retaliatory action against any Shop Steward for this action in accordance with this provision.

SECTION 41 – WORKING CONDITIONS

- A. Preservation of Benefits - A worker's rate of compensation (including wages, fringe benefits and seniority) will not be reduced because of the introduction of technological change in the workplace.
- B. Employees who become pregnant will have the option of discontinuing use of video display terminals ("VDT") that utilize cathode ray tubes and being reassigned to other work; or the person may immediately go on unpaid leave of absence.

C. Safety and Health

1. Rooms where VDTs are used shall have provisions for adequate reduction of glare.
2. Each employee operating a VDT shall be trained in the use of such equipment and, upon request, will be provided information about health factors.
3. Each VDT will be maintained by qualified personnel as often as necessary to assure proper working condition.

D. Chairs and Desks - Chair height will be matched to the individual characteristics of the employee using a VDT. Chairs shall be adjustable for height, back and tension. Upon request, the Regional Center will make available glare screens and wrist rests as necessary to assure employee comfort and safety. Employees will have the ability to sit at least 24 inches from the VDT screen. Workers will be seated at least 4 feet from sides or backs of VDT'S.

E. In situations where the Regional Center requires the use of new technology by bargaining unit employees as a part of the employees' performance of their duties, the Safety Committee shall, if the Committee decides a meeting is appropriate, meet to discuss the impact of implementing such technology and to provide advisory recommendations relating to the impact of such implementation to the Director of Human Resources. The Director of Human Resources will review the recommendations, and, as appropriate take any steps necessary to address the implementation of the new technology.

SECTION 42 – SAVINGS CLAUSE

This Agreement and its term are subject to review by the State of California to the extent required by the contract between the State and the Regional Center.

To the extent that any provision of this Agreement is contradictory to guarantees and/or regulations of the Regional Center Operations Manual or the contract between the State and the Regional Center, as finally determined by the State of California, the parties shall reopen for discussion, within 30 days, those terms or provisions to resolve such problems.

In the event that any of the provisions of this Agreement shall be held to be in violation of any State or Federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall renegotiate any Section-determined invalid within 30 days.

SECTION 43 – MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed

to limit the Regional Center in any way in the exercise of regular and customary functions of management, including, but not limited to, the following:

- A. The determination or modification of Regional Center's goals and objectives, including the determination or modification of the nature and scope of Regional Center's functions, the determination or modification of the size, number, location and function of Regional Center's organizational units or other activities;
- B. The specification and acquisition of apparatus, equipment or other materials, including program materials, and the use of such apparatus, equipment or material;
- C. The establishment of methods of operation and procedures, including, for example, program and client evaluation procedures and the institution of technological alterations in processes or equipment of both;
- D. The expansion or contraction of Regional Center's services generally, or any activity or function specifically, and the determination of appropriate staffing levels within the bargaining unit generally, or any department, activity or function specifically;
- E. The direction of the working force, including the right to determine within scope of job classification (Section 25), work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Agreement;
- F. The recruitment, utilization and assignment of volunteers (including student interns) to assist and supplement the regular staff. Such volunteers will not be considered members of the bargaining unit, shall not be used as replacements for members of the bargaining unit on a temporary or permanent basis, shall not be paid a salary, and shall not be responsible for carrying any specific cases;
- G. The employment, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement;
- H. The contracting with consultants and specialists to perform special assignments under direct supervision; it being understood and agreed that the regular staff will cooperate with such consultants and specialists in the performance of their assignments; provided that monies from the Personal Services portion of the budget shall not be used to subcontract for services which would permanently displace a bargaining unit position;
- I. The design and implementation of safety programs and plans for increased efficiency;
- J. The determination of employee qualifications;
- K. The right to select and hire new employees including temporary employees;
- L. The right to determine and reward meritorious performance;

- M. The right to select or employ supervisory employees (although the Regional Center shall give due consideration to possible promotion from within);
- N. The right to determine the number of hours worked, the schedule of the workday, schedule of lunch time and break times, the amount of overtime to be worked, if any, and the employees working such overtime, except as otherwise provided for in this Agreement;
- O. The right to determine the scheduling of vacations and other time off; and
- P. The right to establish and enforce reasonable rules and regulations pertaining to conduct and deportment of employees, such reasonableness being subject to the provisions of Section 37 (Grievance Procedure).

SECTION 44 - TERM OF AGREEMENT

It is agreed by the Union and the Employer that this Agreement shall remain in full force and effect from January 1, 2017 through June 30, 2020. In the 2017-18 and 2018-19 fiscal years, either party may request a reopener for negotiation of salaries and/or health benefits and/or up to two non-economic issues. Such reopener negotiations shall not commence until after the Regional Center has received its initial allocation from the Department of Development Services for the 2017-18 and 2018-19 fiscal years, respectively. The Regional Center agrees to provide notice to the Union upon its receipt of its initial allocation for the 2017-18 and 2018-19 fiscal years. After the Regional Center has provided notice to the Union of its receipt of the initial allocation, the parties agree to meet to determine when they will officially commence reopener bargaining during the applicable fiscal year.

With respect to negotiations for a successor collective bargaining agreement, the Regional Center and Union agree to meet on a mutually agreed upon date in October 2019 to determine when they will officially commence successor bargaining. Unless agreed otherwise in writing by the parties, negotiations for a successor collective bargaining agreement shall commence by February 14, 2020.

SECTION 45 – EFFECT OF AGREEMENT

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. These terms and conditions may be altered, changed, added or deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitations, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by police or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item actually contained within this Agreement or which was subject to discussion during these negotiations during the terms of this Agreement except as specifically authorized herein.

SECTION 46 – CONTINGENCY REOPENER

To permit the parties to cope with and address certain fiscal situations, the parties agree to the provisions that follow to allow for economic adjustments under certain defined circumstances.

A. Triggering Events

1. The Employer receives less than the full amount of its anticipated operations allocation from the State of California by September 30th of each fiscal year. For the 2012-13 fiscal year, the anticipated operations allocation is \$26,154,322.00. In each subsequent fiscal year, the Employer shall provide written notice to the Union no later than September 1st of the amount of its anticipated operations allocation for that fiscal year.
2. Either the State or Federal government adopts/announces changes that negatively impact the Employer's operations allocation, including mid-year negative changes;
3. The Employer is newly required by action of the Federal or State governments to provide a mandated program not previously provided by the Employer, for which sufficient funding is not provided;
4. If the Employer is required by the Department of Developmental Services ("DDS") to move money from the Operations Budget to Purchase of Service Budget.

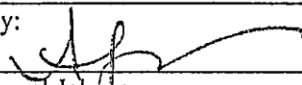
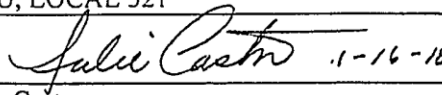
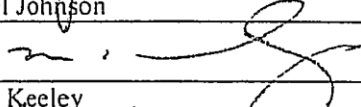
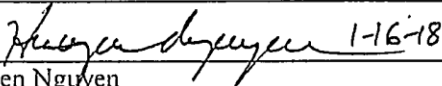
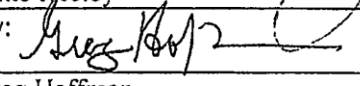
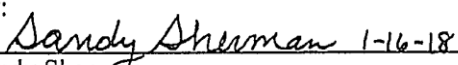
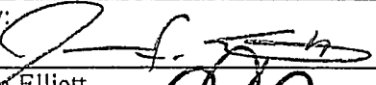
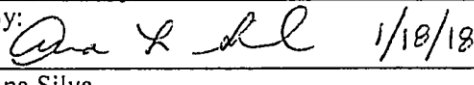
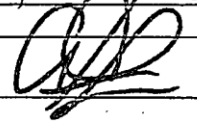
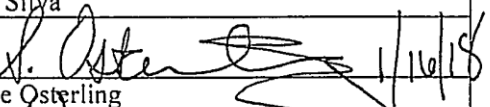
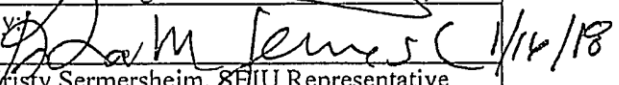
B. Notification

If the Employer determines that a triggering event has occurred and elects to invoke the contingency reopener, it shall promptly notify SEIU in writing within 15 days of the decision to invoke the contingency. In the written notice, the Employer shall offer at least three possible dates for negotiations that occur within thirty days of the notice being given. Within three business days after the notice is provided, SEIU shall provide a written response regarding the proposed negotiation dates.

C. Reopener

If the notice is provided, the parties agree to negotiate in good faith toward a mutually agreeable solution. If the parties are unable to reach agreement within 30 calendar days of the notice unless the parties mutually agree in writing to extend the deadline, the Employer shall have the right to implement its final offer that was made during the negotiations arising under the trigger contingencies. If the Employer implements its final offer, all other terms of the collective bargaining agreement shall remain in full force and effect.

Nothing in this Section impacts the Employer's rights under the other provisions of the collective bargaining agreement.

FOR THE REGIONAL CENTER:	FOR THE UNION:
SAN ANDREAS REGIONAL CENTER	SEIU, LOCAL 521
By: 	By:  1-16-18
Angel Johnson	Julie Castro
By: 	By:  1-16-18
Mike Keeley	Huyen Nguyen
By: 	By:  1-16-18
Greg Hoffman	Sandy Sherman
By: 	By:  1/18/18
Jim Elliott	Ana Silva
By: 	By:  1/16/18
Adam Fiss	Steve Osterling
	By:  1/16/18
	Kristy Sermersheim, SEIU Representative

APPENDIX A

SALARY SCHEDULE

SAN ANDREAS REGIONAL CENTER UNION SALARY SCHEDULE January 1, 2017

CLASSIFICATION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
	mo	hourly	mo	hourly	mo	hourly	me	hourly	mo	hourly
PSYCHOLOGIST*	7,700	47.38	8,086	49.76	8,491	52.25	8,915	54.86	9,361	57.61
NURSING SPECIALIST	6,106	37.58	6,410	39.45	6,730	41.42	7,069	43.50	7,421	45.67
DENTAL SERVICES SPECIALIST	6,106	37.58	6,410	39.45	6,730	41.42	7,069	43.50	7,421	45.67
AUTISM SPECTRUM DISORDER PROG. COORD.	5,912	36.38	6,208	38.20	6,518	40.11	6,845	42.12	7,188	44.23
FORENSIC SPECIALIST	5,071	31.21	5,320	32.74	5,587	34.38	5,865	36.09	6,159	37.90
QA SPECIALIST/NC	4,597	28.29	4,828	29.71	5,071	31.21	5,320	32.74	5,587	34.38
RESOURCE SPECIALIST/NC	4,597	28.29	4,828	29.71	5,071	31.21	5,320	32.74	5,587	34.38
QA SPECIALIST/OC	4,828	29.71	5,071	31.21	5,320	32.74	5,587	34.38	5,865	36.09
RESOURCE SPECIALIST/OC	4,828	29.71	5,071	31.21	5,320	32.74	5,424	33.38	5,865	36.09
WAIVER CERT. SPECIALIST	4,597	28.29	4,828	29.71	5,071	31.21	5,320	32.74	5,587	34.38
SERVICE COORDINATOR	4,597	28.29	4,828	29.71	5,071	31.21	5,320	32.74	5,587	34.38
FISCAL MONITOR	3,998	24.60	4,196	25.82	4,406	27.11	4,625	28.46	4,856	29.88
VEND. & RATE SPECIALIST	3,998	24.60	4,196	25.82	4,406	27.11	4,625	28.46	4,856	29.88
COMMUNITY SVCS. ANALYST	3,998	24.60	4,196	25.82	4,406	27.11	4,625	28.46	4,856	29.88
ACCOUNTING SPECIALIST	3,477	21.40	3,650	22.46	3,833	23.59	4,023	24.76	4,225	26.00
FISCAL ASST.	3,141	19.33	3,297	20.29	3,461	21.30	3,635	22.37	3,817	23.49
UNIT SECRETARY	3,066	18.87	3,221	19.82	3,382	20.81	3,551	21.85	3,728	22.94
OFFICE ASSISTANT	2,606	16.04	2,735	16.83	2,875	17.69	3,014	18.55	3,167	19.49
CONSUMER RELATIONS SPEC.	2,487	15.30	2,612	16.07	2,741	16.87	2,879	17.72	3,024	18.61

*Psychologists range is a monthly salary

San Andreas Regional Center

TELECOMMUTING AGREEMENT

The following constitutes an agreement between San Andreas Regional Center and

(Name of Employee)

POLICY

Management may approve an employee's request to telecommute for the purpose of providing a flexible work environment that supports the employee's and the Regional Center's productivity.

DEFINITIONS

- Alternate Work Site: Employee's residence of record or pre-approved location.
- Primary Work Site: San Andreas Regional Center office to which the employee is assigned.
- Telecommuter: A full-time permanent employee who is approved to work a telecommute schedule.
- Telecommuting: Performing compensable work at an alternate work site other than the primary work site.

TERMS AND CONDITIONS

This Telecommuting Agreement is subject to the following terms and conditions.

TELECOMMUTING GUIDELINES

Telecommuting is a voluntary arrangement entered into by a permanent employee and the Regional Center. To be considered for telecommuting an employee must submit a written request to his/manager. The approval for an employee to telecommute is solely at the manager's discretion. The manager shall provide his/her decision to the employee within 10 days of receipt of the request to telecommute. If the manager denies the request, he/she shall provide a reason for the decision. If an employee's request to telecommute is denied, he/she will be eligible to re-apply to telecommute only after six months – or sooner if mutually agreed in writing by the manager and employee – from the date of the manager's written denial.

Management shall perform a review of the employee's job assignment and the nature of the request to telecommute. The types of job positions that may qualify for telecommuting are those that are independent with tasks that can successfully be performed in isolation, such as case management tasks, that would require minimal face-to-face communication or presence at a Regional Center_site.

Based upon the needs of the Regional Center or unit, a manager, may rescind or modify the employee's Telecommuting Agreement as required. If a manager rescinds or modifies an employee's Telecommuting Agreement, the manager will provide the reason for the decision in writing. If an employee's Telecommuting Agreement is rescinded or modified, he/she will be eligible to, as applicable, re-apply to telecommute or request to re-modify the Agreement only after six months – or sooner if mutually agreed in writing by the manager and employee – from the date of the manager's written rescission or modification. The telecommuter must be willing to alter his/her work schedule to meet the business needs of the Regional Center such as on and off site meetings with consumers, families and vendors.

This Telecommuting Agreement will document the type of work to be performed and when the telecommuter will be at the primary work site. The employee must complete a Telecommuting Agreement and forward the document to his/her manager for approval prior to starting a telecommute schedule. This document will include a statement that the employee will be available by phone and email and will periodically call in for messages (no less than every two (2) hours) on days the employee is telecommuting.

Telecommuting is a cooperative arrangement between management, subject to management's approval, and the employee, and is based upon:

- The needs of the job, the employee's unit and the Regional Center;
- Productivity gains; and
- The employee's past and present levels of performance, attendance and conduct.

DURATION

This Agreement will be valid for a period of (*specify term*) beginning on (*start date*) and ending on (*end date*). Within thirty (30) days prior to the end of this Agreement, both parties will participate in a review which can result in the renewal of the Agreement.

WORK HOURS

The employee's work hours and work location are to be specified in the Agreement to telecommute. The employee shall work a total of 7.5 hours between the hours of 7:00 a.m. and 6:00 p.m. on days when the employee is working at his/her defined alternative site work. The employee's work hours must be one of the schedules available set forth in Section 28(D) of the collective bargaining agreement.

Telecommuting is not intended to substitute for daycare or dependent care. The telecommuter will manage dependent care and personal responsibilities in a manner that allows them to successfully fulfill all work requirements with limited disruptions.

Unless otherwise approved, the employee must be able to devote a full 7.5 hour workday to their job duties. Employee's time and attendance will be recorded as performing assigned duties at the alternative work site.

Unless otherwise agreed to by the manager, telecommuting is not permitted the day prior to or after a scheduled day off of work, e.g. Vacation, Holiday, Personal Business Leave, or Sick Leave day. When an employee is unable to utilize his/her normally scheduled telecommute day due to a scheduled day off, the employee may request to work an alternate telecommute day within the same workweek.

TRAVEL

All travel reimbursement will be based on the employee's alternative work site. Travel time to and from the alternate and primary work sites is not compensable. On days that the telecommuter is required to come to the primary work site when he/she otherwise would be telecommuting, the employee will not be reimbursed for mileage.

TIME OFF

Each employee must obtain approval before changing his/her established schedule in accordance with established Regional Center procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of schedule changes.

OVERTIME

All overtime must be approved in advance in accordance with existing Regional Center policy and procedures.

BUSINESS OWNED EQUIPMENT

In order to effectively perform their assigned tasks, employees may use Regional Center equipment at the telecommuting location with the approval of the Regional Center. The equipment must be protected against damage and unauthorized use. All Regional Center owned equipment will be serviced and maintained by the Regional Center. Any equipment provided by the employee will be at no cost to the Regional Center, and will be maintained by the employee. Only software assigned by the Regional Center is to be permanently stored on any computer. The Regional Center may provide the following equipment, subject to availability: laptop computer, portable printer, mouse, computer connection cables, surge protector, and consumable office supplies. All equipment is to be signed out from the Regional Center for a specified period of time and to be returned to the Regional Center as agreed. The employee is to be responsible for all equipment that has been signed out for this purpose. Equipment is not to be kept on a regular basis. Any equipment signed out must be returned the day after the employee's telecommute day.

REIMBURSEMENT

The Regional Center will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's alternative work site. The Regional Center will not be responsible for any Internet provider costs. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Regional Center. Any business related tool or other long distance charges will be

reimbursed by the Regional Center upon submission of a Voucher for Employee Reimbursement along with a copy of the phone bill. The Regional Center shall not purchase work stations or related items as a result of the employee electing to participate in the telecommuting program.

WORKERS' COMPENSATION

The employee is covered under the Workers' Compensation Law if injured in the course of performing official duties at the telecommuting location. Any injury as a result of work at the alternate work site must be immediately reported to both management and Workers' Compensation Administrator. Such Workers' Compensation claims are subject to the same documentation and investigation policies and practices required at the primary work site.

LIABILITY

The Regional Center will not be liable for damages to the employee's property that results from participation in the telecommuting program.

CONFIDENTIALITY

No original document may be removed from any Regional Center office. The employee will be responsible for the security and care of all Regional Center materials and property. The employee will ensure that no confidential consumer information is disclosed to unauthorized persons. This includes all email communications, Laserfiche file viewing, and SANDIS work.

RESPONSIBILITIES

Employee shall:

- Adhere to this policy and submit a Telecommuting Agreement to management for their approval.
- Prior to starting a telecommute schedule; agree to the statement of work to be performed.
- Inform management in advance of any changes to conditions of the telecommuting agreement, in writing.
- Comply with Regional Center timekeeping requirements in accordance with policy.
- Ensure any Regional Center assets, including confidential consumer information, are secure and returned immediately when no longer working a telecommuting schedule.

Management shall:

- Establish and discuss clear and specific goals with the telecommuter.

- Monitor and review the performance and contributions of the employee on an ongoing basis.
- Approve any costs associated with the telecommuter.
- Forward the approved Telecommuting Agreement to Personnel and retain a copy of the Agreement.

The following hours and location are agreed to in support of the Telecommuting Agreement.

Primary Work Site: _____

Alternate Work Site (Telecommuting Location): _____

Telecommute Work Hours: The telecommute schedule needs to match an approved schedule in Section 28 of the Collective Bargaining Agreement, and should identify the days, hours, and location.

Day (specify day)	Hours (specify hours)	Location (specify address of home, office, other)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
*Saturday		

*Only if an employee is enrolled in a Manager/Human Resources approved school program.

Regional Center Manager _____ Date _____

Employee _____ Date _____

Address _____

State, City and Zip _____

Home Phone _____ Contact Cell Phone _____

Pager _____

Home E-Mail Address _____

Distribution list: Original – Personnel File Copy – Employee Copy – Supervising District Manager

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
 1. Grant the request and delay questioning until the Union representative is available.
 2. Deny the request and end the interview.
 3. Give the worker a choice of:
 - (a) Having the interview without representation or
 - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."



KNOW YOUR RIGHTS!

It is extremely important to know your rights when you are called in to a meeting with your supervisor or an administrator.

1. You have the RIGHT to ask what the meeting will be about and what will be discussed.
2. If the purpose of the meeting is an INVESTIGATION which may lead to DISCIPLINE or if you have reason to believe you may be disciplined as a result of the meeting, you have the RIGHT to have a union representative (e.g., business agent, shop steward, attorney) present. You must invoke this right (in other words, ask for it) as the employer is not required to offer it.
3. If a representative is not available at the time of the meeting, you have the RIGHT to ask that the meeting be postponed until such time as your representative can be available.
4. If your employer insists or orders you to attend the meeting, follow these steps:
 - (a) Attend the meeting (to avoid being accused of insubordination).
 - (b) At the beginning of the meeting, inform the person conducting the meeting that—
 - You are there under protest.
 - You intend to file a grievance because you have been denied your right to have a representative present.
 - You intend to stay in the meeting but will not participate in any discussion—you have the RIGHT to remain silent.
 - (c) Take notes of what is said to you.
5. If you attend a meeting that starts off being routine (regularly scheduled conference, work review, informational session) but during the course of the meeting you feel you are being harassed, intimidated, accused, or disciplined, you have the RIGHT to request to have a representative present for the rest of the meeting and/or a RIGHT to call a halt to the meeting until a representative can be present. If your request is denied, follow the steps listed above.
6. If your employer asks whether you agree to have the meeting tape recorded or have a stenographer present, you have the RIGHT to ask that the meeting not be conducted under these conditions. If your employer insists, against your objections, in taping or officially recording the meeting, state on the record that you do not agree to this and remain silent.

Your employer knows what your rights are, but you cannot assume they will abide by them. If you don't know what your rights are and don't insist that your rights be observed, you have, in effect, given them up.

If you have further questions about your right to union representation, contact your shop steward or call your union office.