



North Bay
Regional Center



AGREEMENT

BETWEEN

**NORTH BAY REGIONAL CENTER AND
SEIU, LOCAL 1021**

NOVEMBER 1, 2022 – DECEMBER 31, 2025

MASTER TABLE OF CONTENTS
2022 – 2025 AGREEMENT BETWEEN
NORTH BAY REGIONAL CENTER AND SEIU, LOCAL 1021

ARTICLE 1.	RECOGNITION	7
ARTICLE 2.	AUTHORIZED AGENTS	7
ARTICLE 3.	TERM OF AGREEMENT	8
ARTICLE 4.	EMPLOYER RIGHTS	8
ARTICLE 5.	UNION BUSINESS.....	9
ARTICLE 6.	UNION SECURITY	11
ARTICLE 7.	USE OF BULLETIN BOARDS, VOICE MAIL, AND EMAIL	12
ARTICLE 8.	PROBATIONARY EMPLOYEES	13
ARTICLE 9.	PERFORMANCE REVIEWS.....	15
ARTICLE 10.	PERSONNEL FILES.....	16
ARTICLE 11.	SEPARATIONS.....	17
ARTICLE 12.	REDUCTION IN FORCE	17
ARTICLE 13.	SENIORITY	19
ARTICLE 14.	POSTING, TRANSFER, INTERNAL OPPORTUNITIES, AND REASSIGNMENT	20
ARTICLE 15.	TRAINING	21
ARTICLE 16.	WAGES AND PREMIUM CONDITIONS	23
ARTICLE 17.	WORK HOURS AND WORK LOCATION	26
ARTICLE 18.	OVERTIME	29
ARTICLE 19.	HOLIDAYS	31
ARTICLE 20.	BENEFITS	32
ARTICLE 21.	REIMBURSEMENT OF EMPLOYEE EXPENSES.....	34
ARTICLE 22.	VACATION	36
ARTICLE 23.	SICK LEAVE	38
ARTICLE 24.	CATASTROPHIC LEAVE.....	40
ARTICLE 25.	OTHER LEAVES OF ABSENCE	42
ARTICLE 26.	DISCIPLINE	43
ARTICLE 27.	GRIEVANCE AND ARBITRATION PROCEDURE.....	45
ARTICLE 28.	NO STRIKES OR LOCKOUTS.....	50
ARTICLE 29.	FULL UNDERSTANDING, MODIFICATION AND WAIVER	51
ARTICLE 30.	SAVINGS	52
ARTICLE 31.	BENEFITS DEPENDENT UPON CONTINUED STATE FUNDING	52

ARTICLE 32.	HEALTH AND SAFETY	52
ARTICLE 33.	TEMPORARY AND CASUAL EMPLOYEES	53
ARTICLE 34	EMPLOYEE HANDBOOK.....	54
EXECUTION	55
APPENDIX A – BARGAINING UNIT SALARY RANGES TABLE – EFFECTIVE DECEMBER 16, 2022	56

DETAILED TABLE OF CONTENTS
2022 – 2025 AGREEMENT BETWEEN
NORTH BAY REGIONAL CENTER AND SEIU, LOCAL 1021

ARTICLE 1.	RECOGNITION	7
A.	UNIT	7
B.	NO DISCRIMINATION.....	7
ARTICLE 2.	AUTHORIZED AGENTS	7
A.	EMPLOYER’S PRINCIPAL AUTHORIZED AGENT SHALL BE:	7
B.	UNION’S PRINCIPAL AUTHORIZED AGENT SHALL BE:	7
C.	EACH PARTY SHALL IMMEDIATELY NOTIFY THE OTHER OF A CHANGE IN THE PERSON OR ADDRESS OF ITS PRINCIPAL AUTHORIZED AGENT.	7
ARTICLE 3.	TERM OF AGREEMENT	8
ARTICLE 4.	EMPLOYER RIGHTS	8
ARTICLE 5.	UNION BUSINESS.....	9
A.	USE OF EMPLOYER FACILITIES	9
B.	SHOP STEWARDS.....	9
C.	UNION REPRESENTATIVE ACCESS.....	10
D.	UNION-MANAGEMENT DISCUSSION GROUP	10
ARTICLE 6.	UNION SECURITY	11
A.	DUES AND SERVICE FEES	11
B.	MAINTENANCE OF MEMBERSHIP	11
C.	OPEN PERIOD	11
D.	DUES DEDUCTIONS.....	11
E.	INDEMNIFICATION	12
F.	ORIENTATION.	12
ARTICLE 7.	USE OF BULLETIN BOARDS, VOICE MAIL, AND EMAIL.....	12
A.	BULLETIN BOARDS	12
B.	EMAIL	12
C.	VOICEMAIL.....	12
D.	NOTICES	13
ARTICLE 8.	PROBATIONARY EMPLOYEES.....	13
A.	NEW EMPLOYEES	13
B.	PROMOTED EMPLOYEES.....	14
ARTICLE 9.	PERFORMANCE REVIEWS	15
A.	FREQUENCY AND PURPOSE.....	15
ARTICLE 10.	PERSONNEL FILES	16
A.	ACCESS.....	16
B.	COPIES	16
C.	INCORRECT MATERIAL	16
D.	RELEASE	17
ARTICLE 11.	SEPARATIONS	17
A.	VOLUNTARY	17
B.	INVOLUNTARY.....	17
ARTICLE 12.	REDUCTION IN FORCE	17
A.	PROCEDURE	17
B.	NOTICE.....	18

C.	CONSULTATION	18
D.	BUMPING	18
E.	REEMPLOYMENT	18
F.	RESTORATION OF BENEFITS	19
G.	GRANT FUNDED EMPLOYEES.....	19
H.	NON-BARGAINING UNIT EMPLOYEES	19
ARTICLE 13. SENIORITY.....		19
A.	DEFINITION	19
B.	ACCRUAL	19
C.	JOB TITLE SENIORITY	20
D.	SENIORITY LOST	20
E.	REINSTATEMENT	20
F.	GRANT FUNDED EMPLOYEES.....	20
ARTICLE 14. POSTING, TRANSFER, INTERNAL OPPORTUNITIES, AND REASSIGNMENT		20
A.	POSTING.....	20
B.	TRANSFER.....	20
C.	INTERNAL OPPORTUNITIES	21
D.	REASSIGNMENT.....	21
ARTICLE 15. TRAINING.....		21
A.	REQUIRED TRAINING	21
B.	OPTIONAL TRAINING	21
C.	PERSONAL DEVELOPMENT TRAINING.....	22
D.	PROFESSIONAL MEETINGS.....	22
E.	EDUCATION LEAVE.....	22
F.	EMPLOYER’S OBLIGATION	22
G.	REIMBURSEMENT FOR OUT-OF-STATE TRAINING	22
H.	CLINICAL LICENSING	22
ARTICLE 16. WAGES AND PREMIUM CONDITIONS		23
A.	WAGES	23
B.	ANNIVERSARY DATE.....	23
C.	SALARY STEP ADVANCEMENT.....	23
D.	SALARY ON PROMOTION	24
E.	SALARY ON RECLASSIFICATION.....	24
F.	WORKING OUT OF CLASSIFICATION.....	24
G.	BILINGUAL PAY	24
H.	STANDBY PAY	25
I.	HOURLY CONVERSION FACTOR.....	25
J.	JOB DESCRIPTIONS.....	25
K.	SALARY RANGE INCREASES	25
L.	ADDITIONAL INCREASES	26
M.	DISASTER ASSISTANCE	26
ARTICLE 17. WORK HOURS AND WORK LOCATION		26
A.	IN OFFICE REGULAR WORK HOURS	26
B.	REMOTE WORK HOURS.....	26
C.	WORK LOCATION	27
D.	REST PERIODS	27
E.	NO GUARANTEED WORK WEEK	27
F.	MAKE UP TIME.....	27
G.	COMMUNITY WORK LOCATIONS.....	28
H.	ALTERNATIVE WORK SCHEDULE (9/8/80 WORK WEEK).....	28
I.	WORKLOAD	29
ARTICLE 18. OVERTIME		29

A. DEFINED.....	29
B. ELIGIBLE EMPLOYEE.....	29
C. OVERTIME COMPENSATION AT TIME AND ONE-HALF	29
D. OVERTIME COMPENSATION AT DOUBLE TIME	30
E. ADVANCED AUTHORIZATION FOR OVERTIME	30
F. NO PYRAMIDING	30
G. OPERATIONAL POLICY FOR “EXEMPT STATUS” EMPLOYEES	30
H. CONSTRAINTS	31
ARTICLE 19. HOLIDAYS	31
A. DEFINITIONS	31
B. HOLIDAYS DURING VACATION	32
C. HOLIDAYS WORKED.....	32
D. OBSERVANCE OF SATURDAY/SUNDAY HOLIDAYS.....	32
ARTICLE 20. BENEFITS	32
A. MEDICAL INSURANCE:.....	32
B. MEDICAL INSURANCE WAIVER.....	33
C. DENTAL INSURANCE.....	33
D. VISION INSURANCE.....	33
E. MEDICAL, DENTAL AND VISION INSURANCE COVERAGE CONTINUATION.....	34
F. DOMESTIC PARTNERS.....	34
G. RETIREMENT	34
H. LONG TERM DISABILITY INSURANCE (LTDI)	34
I. LIFE INSURANCE	34
ARTICLE 21. REIMBURSEMENT OF EMPLOYEE EXPENSES.....	34
A. MILEAGE.....	34
B. DRIVING QUALIFICATIONS.....	35
C. DEPARTMENT OF MOTOR VEHICLES EMPLOYER PULL NOTICE PROGRAM	35
D. CELL PHONE EXPENSE REIMBURSEMENT.....	35
E. TRAVEL REIMBURSEMENT	36
ARTICLE 22. VACATION	36
A. ACCRUAL.....	36
B. SCHEDULE OF ACCRUAL.....	37
C. PAYMENT ON SEPARATION.....	37
D. APPROVAL FOR USE OF VACATION	38
E. MAXIMUM VACATION ACCRUAL	38
F. VACATION CASH OUT.....	38
ARTICLE 23. SICK LEAVE.....	38
A. ACCRUAL.....	38
B. USAGE	38
C. VERIFICATION	39
D. MISUSE OR ABUSE OF SICK LEAVE	39
E. NOTIFICATION	39
F. USE OF VACATION FOR SICK LEAVE	39
G. IMMEDIATE FAMILY DEFINED	39
H. INTEGRATION WITH WAGE REPLACEMENT BENEFITS	39
ARTICLE 24. CATASTROPHIC LEAVE.....	40
A. DONATION	40
B. ELIGIBILITY.....	40
C. WITHDRAWAL	41
D. ANONYMITY.....	42
ARTICLE 25. OTHER LEAVES OF ABSENCE.....	42

A. BEREAVEMENT LEAVE	42
B. JURY DUTY.....	42
C. LEAVE WITHOUT PAY.....	42
ARTICLE 26. DISCIPLINE	43
A. STANDARDS	43
B. UNSATISFACTORY PERFORMANCE.....	43
C. UNSATISFACTORY CONDUCT.....	43
D. NOTICE.....	44
E. GARNISHMENTS	44
F. DISCIPLINARY ACTION DEFINED	44
G. GENERAL CONDITION	44
ARTICLE 27. GRIEVANCE AND ARBITRATION PROCEDURE.....	45
A. SCOPE OF GRIEVANCE PROCEDURE	45
B. EMPLOYEES.....	45
C. SCOPE OF ARBITRATION.....	45
D. PROBATIONARY EMPLOYEES.....	45
E. TYPES OF GRIEVANCES.....	45
F. STEPS IN GRIEVANCE PROCEDURE.....	46
G. RULES FOR ARBITRATION.....	47
H. GENERAL PROVISIONS APPLICABLE TO GRIEVANCES.....	49
ARTICLE 28. NO STRIKES OR LOCKOUTS.....	50
A. NO STRIKES.....	50
B. DISCIPLINE	50
C. REMEDIES FOR BREACH	50
D. LOCKOUTS.....	50
ARTICLE 29. FULL UNDERSTANDING, MODIFICATION AND WAIVER	51
A. FULL UNDERSTANDING.....	51
B. NO INTERIM BARGAINING.....	51
C. MODIFICATION.....	51
D. WAIVER.....	51
E. ADA COMPLIANCE	51
ARTICLE 30. SAVINGS	52
ARTICLE 31. BENEFITS DEPENDENT UPON CONTINUED STATE FUNDING	52
ARTICLE 32. HEALTH AND SAFETY	52
ARTICLE 33. TEMPORARY AND CASUAL EMPLOYEES	53
ARTICLE 34 EMPLOYEE HANDBOOK.....	54
EXECUTION	55
APPENDIX A – BARGAINING UNIT SALARY RANGES TABLE – EFFECTIVE DECEMBER 16, 2022	56

2022-2025

AGREEMENT

BETWEEN NORTH BAY REGIONAL CENTER and SEIU LOCAL 1021

ARTICLE 1. RECOGNITION

A. Unit

The Employer recognizes the Union as the exclusive bargaining agent for all employees in job titles set forth in the attached Appendix A, Bargaining Unit Salary Ranges table, and excludes all other employees, including confidential employees, managerial employees, temporary or casual employees, retired annuitants, grant funded employees, and supervisors as defined by the Act. All future non-management and non-confidential employees shall be included in the bargaining unit.

B. No Discrimination

Neither the Employer nor the Union shall unlawfully discriminate against any employee or applicant for employment on account of race, color, religion, national origin, ancestry, gender, sexual preference, marital status, physical or mental disability, medical condition, age, or any other characteristic protected by applicable law.

The Employer shall not discriminate against any employee because of membership in the Union, or because of any activities on behalf of the Union. The Union shall not discriminate against any employee because of lack of membership in the Union or lack of activities on behalf of the Union.

ARTICLE 2. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this agreement, the following agents have been designated:

A. Employer's principal authorized agent shall be:

Executive Director
North Bay Regional Center
610 Airpark Road
Napa, California 94558

B. Union's principal authorized agent shall be:

Field Representative - (707) 422-9464
Service Employees International Union, Local 1021
2300 Boynton Ave, Suite 200, Fairfield, CA 94533

C. Each party shall immediately notify the other of a change in the person or address of its principal authorized agent.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall become effective November 1, 2022, and shall remain in effect through December 31, 2025.

This Agreement shall be automatically renewed and extended from year to year thereafter, following the expiration of the term, without addition, change or amendment unless either party serves notice in writing to the other party not less than ninety (90) days before the end of the term then in existence, of its desire to terminate, change, amend or add to this Agreement.

Notwithstanding the above, the parties, by mutual consent, may agree to additions, changes, or amendments at any time.

Limited Reopeners: This agreement shall be reopened in October 2023 for the 2023/2024 Fiscal Year, and in October 2024 for the 2024/2025 Fiscal Year, for negotiations regarding Article 16, Wages and Premium Conditions, and up to one (1) additional article (or one (1) other general subject not addressed in the Collective Bargaining Agreement) selected by the Union and up to one (1) additional article (or one (1) other general subject not addressed in the Collective Bargaining Agreement) selected by the Employer.

In addition, if notification is received from DDS which increases regional center funding, either party may request in writing to reopen Article 16 of the Agreement.

ARTICLE 4. EMPLOYER RIGHTS

The Employer retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Employer and not abridged herein, include, but are not limited to the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To assign, repair, inspect, and retrieve NBRC property and leased space;
4. To create, change, combine or abolish jobs, policies, departments, and facilities in whole or in part;
5. To subcontract or discontinue work for economic or operational reasons;
6. To direct the work force;
7. To increase or decrease the work force and determine the number of employees needed;
8. Upon reasonable suspicion of impaired ability on the job, to require employee physical examinations and tests endorsed by a physician and paid for by the Employer;
9. To hire, select, schedule, transfer, promote, evaluate, and discipline its employees, and maintain the discipline and efficiency of its employees;

10. To establish work standards, schedules of operation and reasonable work load;
11. To specify or assign work location, work requirements, and require overtime;
12. To schedule working hours and shifts;
13. To adopt rules of conduct (including acceptable dress standards) and penalties for violation thereof;
14. To determine the type and scope of work to be performed by NBRC employees and the services to be provided;
15. To take action deemed necessary to provide for the safety of employees and clients;
16. To create new positions and job titles;
17. To establish initial salaries of new positions and job titles after notifying, and meeting and discussing with the Union;
18. To determine the methods, processes, means, and places of providing services; and
19. To take whatever action necessary to prepare for and operate in an emergency

ARTICLE 5. UNION BUSINESS

A. Use of Employer Facilities

With one (1) week advance notice to the Director of Administrative Services (or delegate) the Union may request use of Employer facilities, during non-working hours. The Employer shall approve a minimum of four (4) such requests per contract year at each office (Napa and Santa Rosa) except that the Employer has the right to deny specific requests based upon the operational needs of the agency. Such requests shall not be unreasonably denied. Bargaining Unit employees may attend such a meeting only on non-work time. Union meetings held on the business premises of the Employer shall be conducted with professional decorum and shall not interfere with the business of the agency or the activities of the employees who are not in attendance. Such meetings shall not be used for adversarial purposes against the Employer.

B. Shop Stewards

The Employer recognizes and agrees to deal with accredited employee representatives of the Union (Shop Stewards) on matters covered by this agreement.

1. **Selection.** Selection of Shop Stewards is the responsibility of Union. The total number of accredited Shop Stewards shall be five (5), plus one (1) alternate for each steward. The Union shall have the right to designate locations where shop stewards shall serve, taking into account the distribution of the workforce. Though it may not always be possible, effort shall be made to have each steward represent those employees closest to the steward's work location.

2. List of Representatives. Union shall provide the Employer with a list of Shop Stewards and Chapter Officers and notify the Employer of any changes.
3. Release Time.
 - a. When an Employee has a lawful right to have a Shop Steward present in an interview that may lead to discipline, or a grievance meeting, and when the employee requests a Shop Steward to be present, the Shop Steward shall be granted time off the job with pay to represent the employee. Shop Stewards shall not otherwise conduct union business during working time.
 - b. Such activity shall not unduly interfere with the work of the Shop Steward or the employee.
 - c. Both the employee requesting assistance, and the Shop Steward, shall notify their supervisors prior to when time off is taken.

C. Union Representative Access

A duly authorized representative of the Union shall be permitted access to the Employer's facilities at reasonable times for the purpose of transmitting information, to investigate grievances, or for representation purposes. The Union representative shall notify the manager designated by the Employer prior to such visit. The Union shall promptly advise the Employer of the assigned Union representative. This privilege shall be exercised reasonably and shall not disrupt the work of the employees, provided that the Union representative may confer with an employee and their supervisor or other employer representative in connection with a complaint or problem concerning the employee during working hours on a paid basis.

D. Union-Management Discussion Group

It is agreed that a consultation period shall be held quarterly at the written request of the Union or Management to discuss items unrelated to bargaining. No amendment to this agreement shall be entertained nor agreed to at these discussions.

The composition of the discussion group shall be limited to the Union Field Representative and up to five (5) employees chosen by the Union. Management shall be represented by the Executive Director or their designee and up to five (5) persons chosen by the Executive Director.

Any item to be considered by the discussion group shall have been placed on the agenda at least one week in advance with the Executive Director's Executive Assistant. The agenda may include items impacting the working conditions of employees or the wellbeing of the Employer.

ARTICLE 6. UNION SECURITY

A. Dues and Service Fees

Each employee covered by this Agreement who is hired after the date this Agreement is fully executed by both parties shall, as a condition of continued employment at NBRC, within thirty (30) days of first employment at the Employer, execute the appropriate documents, which shall be provided by the Employer, in order to comply with one of the following:

1. Union Membership. Become and remain a member of the Union in good standing, or
2. Service Fee Payer. Commence and continue to tender a service fee calculated by the Union. The service fee shall be based on the percentage of Union expenditures that are chargeable for Union representation for the prior year. The service fee may differ from year to year.
3. Religious Exemption. Notwithstanding the above, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support the Union as condition of employment. Such employee is, however, required to pay sums equal to the Union's periodic dues and initiation fees to a non-labor, non-religious charitable fund exempt from taxation under Section 501(c)(3) of Title 36 of the Internal Revenue Code.

B. Maintenance of Membership

Any employee of NBRC who was hired on or before the effective date of this Agreement and who is as of that date or later becomes a member of the Union, shall as a condition of continued employment, maintain their membership for the duration of this Agreement.

C. Open Period

Notwithstanding any other provision of this Agreement, during the five (5) day period which constitutes the first full workweek of March of each year of this Agreement, any person covered by Subsection A of this Article may eliminate their obligation to the Union under Sections A.1 and A.2 above by providing written notice of such intentions to the Human Resources Department with a copy to the Union.

D. Dues Deductions

The parties agree that the Employer will provide payroll deductions to the Union on the following terms:

1. Authorization. The Employer shall deduct dues (or service fees or charitable contributions in lieu of union dues) from the salaries of unit members and remit the total deductions to the designated Union office on a monthly basis, together with a written statement of the names and amounts deducted; provided, however, no deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

2. Amount of Dues. The Union shall certify to the Employer in writing the current rate of membership dues. The Union will notify the Employer of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.
3. Changes in Status.
 - a. The Employer will notify the representative designated by the Union of any new bargaining unit employee's name, date of hire, and job title no later than the individual's first day of employment.
 - b. The Employer will notify the representative designated by the Union, in writing, of the name, date of hire, and job title of any new employee within the bargaining unit, as well as the bargaining unit employees terminated, transferred, or reclassified during the previous month.

The report will be provided by the 25th of each month and will reflect the previous calendar month's activities.

E. Indemnification

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and all other forms of liability which shall arise out of or by reason of action taken or not taken by the Employer at the request of the Union under the provisions of this Article or through the proper execution of this Article.

F. Orientation.

The Employer agrees to allow the designated union representative thirty (30) minutes of orientation time without a Managerial or Confidential Employee present, to participate in new employee orientation to provide an introduction and assist in completing union membership documentation. This can be during the Employer's regularly scheduled Orientation Presentations or if scheduling conflicts occur, at a separate mutually agreed upon time by the union representative and new employee.

ARTICLE 7. USE OF BULLETIN BOARDS, VOICE MAIL, AND EMAIL

A. Bulletin Boards

The Employer will furnish bulletin board space in each work location using currently available space. The posting space shall be in a common employee area.

B. Email

The Employer will allow the Union access to the agency-wide e-mail system.

C. Voicemail

The Employer will allow the Union access to the agency-wide voicemail system.

D. Notices

Only the notices listed below may be distributed using agency communication tools.

1. Scheduled SEIU meetings, agenda, and minutes;
2. Information on SEIU elections and the results;
3. Information regarding SEIU social, recreational, and related news bulletins;
4. Reports of official business of SEIU, including reports of committees or the Board of Directors.

Posted notices shall be in keeping with a positive employee relations atmosphere. All written notices to be posted on bulletin boards must be dated and signed by an authorized representative of the Union. All other agency communication tools used for Union business must be generated by an authorized representative of the Union.

The Employer's 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 NBRC employees during their regular working time.

Employees who have been given access to the Employer's email system in the course of their work are entitled to engage in statutorily protected discussion about their terms and conditions of employment while on non-working time, absent a showing by the Employer of special circumstances which justify special restrictions.

ARTICLE 8. PROBATIONARY EMPLOYEES

A. New Employees

1. Length: The first nine (9) months of service for a newly-hired employee shall be a probationary period. In no event shall the probationary period for a new employee exceed nine (9) months.
2. Evaluation: Probationary employees shall receive a performance report at approximately three (3) month intervals.
3. Mobility: Probationary employees may apply for open positions, provided that if selected for an open position, either lateral or a promotion, the employee shall begin a new nine (9) month probationary period as a newly hired employee, and under Section A.8. below, cannot file a grievance on the termination of the employee's employment, which is left solely to the discretion of management. The provisions of subsection B.5b. shall not apply to a promoted probationary new hire employee.
4. Vacation: Probationary employees who have completed three (3) months of service shall be eligible to use all accrued Vacation as outlined in Article 22.
5. Education Leave: Probationary employees who have completed six (6) months of service shall be eligible for Education Leave as outlined in Article 15.E.

6. Leave While on Probation: The time spent on any leave of absence without pay which is granted to an employee on a probationary status does not count toward the required probationary period.
7. Separation
 - a. Voluntary: Any bargaining unit employee desiring to resign may give at least two (2) weeks written notice of their intention to resign. An unexcused absence of three (3) days will be considered a resignation.
 - b. Involuntary: During the probationary period, a new employee may be dismissed with or without cause.
8. Grievance: Probationary employees shall have access to the Grievance Procedure regarding other grievable items contained in this Agreement but not on the termination of their employment, which is left solely to the discretion of management.

B. Promoted Employees

1. Length: The first four (4) months of service for a newly-promoted employee or newly-transferred employee (excluding lateral transfers to the same classification) shall be a probationary period. In no event shall the probationary period for such employee exceed four (4) months.
2. Evaluation: Probationary promoted employees shall receive a performance report at approximately two (2) months, and at approximately four (4) months.
3. Mobility: Probationary promoted employees may apply for open positions, but if selected for an open position, either lateral or a promotion, the employee shall begin a new four (4) month probationary period.
4. Leave While on Probation: The time spent on any leave of absence without pay which is granted to an employee on a probationary status does not count toward the required probationary period.
5. Rejection
 - a. At any time during the probationary period, an employee may be returned to their former classification by management with or without cause, pursuant to the RIF procedure, if necessary.
 - b. At any time during the probationary period, the employee may return to their original classification at their option, pursuant to RIF procedure if necessary.
 - c. Probationary employees shall have access to the Grievance Procedure regarding other grievable items contained in this Agreement but not on the decision of management to return them to their former classification, which is left solely to the discretion of management.

- d. In the event an employee returns to their former classification at either the request of the employee or management, reasonable effort will be made to place the employee in the location of their choice, while considering the needs of the Employer.

ARTICLE 9. PERFORMANCE REVIEWS

A. Frequency and Purpose

1. Each employee will receive at least one (1) performance review a year. This review will be due no later than forty-five (45) calendar days beyond the employee's performance review due date to ensure the review includes the full prior twelve (12) months' performance. For performance reviews completed beyond the forty-five (45) calendar day date, employees will be determined to have performed at "acceptable" levels and any appropriate step increase will be processed retroactively to the employee's performance review due date, if not already applied.

More frequent performance reviews may be completed to address performance issues, or to be used as a letter of recommendation.

- a. The performance review should be created with input from the employee as to accomplishments achieved in the prior twelve (12) months, recognized areas of improvement, suggestions for training, and performance objectives for the next twelve (12) months.
 - b. Completed employee performance reviews become a permanent part of the employee's personnel file.
 - c. The employee performance review will be discussed with the employee, and the employee may provide a written response to be included in the personnel file.
2. Probationary employees shall receive a performance review at approximately three (3) month intervals until they have successfully completed their probationary period. A probationary employee may be dismissed at any time during probation upon recommendation of their supervisor.
 3. Newly promoted employees, or employees who have transferred laterally to a different job title shall complete a four (4) month probation period in the new position. They will receive a performance review completed by their supervisor approximately two (2) months and approximately four (4) months following their new performance review date.
 4. For job titles not possessing a standardized performance review tool, the supervisor and employee(s) will identify performance objectives for the position. The objectives should be made known with sufficient time to show progress prior to the employee's performance review due date, preferably one (1) year in advance.

5. If the performance review identifies performance issues which need to be addressed, a Corrective Action Plan (CAP) may be created to provide the employee with information as to how to correct the performance issues. If a step increase is due to the employee, the increase will be placed on “hold” during the term of the Corrective Action Plan. If the employee has not made the necessary corrections within one hundred and twenty (120) calendar days following the performance review due date, the employee’s step increase (if applicable) may be denied. If the employee has made the necessary corrections and the objectives of the Corrective Action Plan have been met, the employee’s step increase (if applicable) will be applied as of the beginning of the next full pay period following release from the CAP, and a new performance review due date will be established.
6. All performance reviews may be discussed with the Employer’s designated Reviewing Officer. If the employee contests the evaluation as inaccurate or incomplete, the employee may submit a written statement through their supervisor to be included with the performance review form in the employee’s personnel file. An employee may also grieve an unfavorable evaluation under the provisions of Article 27, Grievance and Arbitration Procedure.
7. An employee with questions about how best to approach the employee’s workload and efficiently perform the work shall be entitled to request assistance from the Supervisor. Upon such a request, the Supervisor shall provide such assistance, help prioritize the work, and advise regarding the most efficient way to get the work done.

ARTICLE 10. PERSONNEL FILES

A. Access

Through prior arrangements with the Human Resources Department, an employee, or their authorized representative (written, signed authorization required for each instance) shall have access at reasonable times to review their personal personnel file. Documents relating to pre-employment decisions shall not be made available.

B. Copies

An employee shall receive a copy of any document related to performance prior to it being entered in their personnel file. Such documents shall include, but not be limited to, evaluations, letters and memoranda from whatever source and shall be identified as personnel file material. The employee may enter a written statement to be attached to the subject document within seven (7) working days from the time the document is received by the employee. In no event shall the Employer be required to hold the document out of the file for longer than fifteen (15) days after the copy was sent to the employee. The time limit for submitting a response or entering a document into a file may be extended by mutual consent of the employee and the Executive Director or the Executive Director’s designee.

C. Incorrect Material

Material will be removed or otherwise deleted from an employee’s personnel file if the Employer and the employee agree that the material is incorrect, or if the material is determined to be incorrect as the result of appeal through the grievance procedure.

D. Release

The Employer regards employee files as confidential records and, as such, will release nothing from an employee's file without the written approval of the employee except for position and dates of employment, and routine statistical information, which is required for benefit programs, e.g., health insurance, unemployment insurance. However, personnel files and other records may be subject to subpoena by a court of law or legal warrant.

ARTICLE 11. SEPARATIONS

A. Voluntary

Any bargaining unit employee desiring to resign may give at least two (2) weeks' written notice of their intention to resign. An unexcused absence of three (3) days will be considered a resignation. Persons eligible to retire and desiring to do so may give at least sixty (60) days written notice prior to entering retired status to ensure timely commencement of retirement benefits.

B. Involuntary

1. Probationary Employees. All newly hired employees shall serve a nine (9) month probationary period and newly-promoted employees shall serve a four (4) month probationary period. During the probationary period, a new employee may be dismissed, and a promoted employee may be returned to their former classification with or without cause. A probationary employee has no right to grieve such actions.
2. Regular Employees. After satisfactory completion of the probationary period, a regular employee is expected to continue satisfactory performance. Regular employees may be dismissed for unsatisfactory job performance, insubordination, misconduct, or any other just cause. The employee may grieve such a dismissal under Article 27, Grievance and Arbitration Procedure.
3. Notice. Dismissal of employees is accomplished by written notice being served upon the employee, signed by the supervisor or their designated representative, stating when the dismissal is being carried out. The initial dismissal action may be rendered orally but will be followed by official written notification.

ARTICLE 12. REDUCTION IN FORCE

A. Procedure

1. Definition of Seniority: Seniority is determined on the basis of the seniority date, which is the most recent date of hire or reinstatement as defined in Article 13. Seniority.
2. If it is necessary to reduce the Employer's workforce because of lack of funds, lack of work, to enhance efficiency or to curtail operations, the Employer's Executive Director will determine the job titles and number of bargaining unit positions to be reduced. The Employer's Reduction in Force (RIF) plan will comply with all Federal and State laws to ensure it does not have a disparate impact on minority employees in the workforce.

3. Layoffs within a specific job title will be determined by considering seniority as defined in Article 13, Seniority.
4. Seniority notwithstanding, employees under a Corrective Action Plan at the time of the RIF may be laid off prior to non-probationary employees in the same job title.
5. Employees defined in Article 33. of this agreement in bargaining unit positions within a job title shall be laid off before any bargaining unit employees.
6. When there is more than one employee with the same job title and same seniority next in line for layoff the order of layoff shall be determined by lot.

B. Notice

Except in emergency, all regular employees scheduled for layoff shall be given written notice of such Layoff at least thirty (30) calendar days prior to the effective date. Staff being laid off on an emergency basis shall be given at least fourteen (14) calendar days' notice.

C. Consultation

Concurrent with sending Notice to the affected employee(s) if not sooner, management shall notify the Union which shall be an offer to consult with the Union to determine if feasible alternatives to layoff exist.

D. Bumping

In lieu of being laid off, an employee who is not on a Corrective Action Plan may:

1. Elect demotion to a vacant position in a job title with a lower maximum salary. Management shall determine which positions are considered vacant for this article.
2. Bump (displace) another employee with less seniority in a job title that the employee has previously held.
3. Senior employees may only bump to job titles for which they possess the minimum qualifications. Employees displaced by this process shall be treated as laid off for the purposes of this article.

E. Reemployment

1. The names of regular and probationary employees laid off shall be placed on a NBRC reemployment list and called back for the impacted job title in reverse order of layoff. Employees shall be notified by certified mail when other means are unsuccessful.
2. If an employee does not respond within three (3) working days from receipt of recall notice, or if the notice is returned as undeliverable, or if the employee refuses a recall opportunity to their former site and one other site, then their name shall be removed from the NBRC reemployment list.
3. Employees shall have their name removed from the NBRC reemployment list at the conclusion of eighteen (18) months from the date of layoff.

F. Restoration of Benefits

1. Upon reemployment, the employee shall be placed on the salary schedule at the same step as when they were laid off.
2. Such employees shall resume the accumulation of continuous service credit, losing only such time as they were in the laid off status.
3. Employees who are reemployed within eighteen (18) months after they are laid off will be entitled to reinstatement of accrued and unused sick leave balance prior to the time of their layoff.
4. With management's approval, an employee returning from a layoff of less than six (6) months may buy back vacation time for which they were paid at the time of layoff. The "pay off" rate and the "buy back" rate shall be the same hourly rate.

G. Grant Funded Employees

Grant funded employees, regardless of job title, shall be exempt from the effects of this agreement. However, a Regional Center employee who assumes a grant-funded position shall accrue seniority during the grant service. At the completion of the grant, such employee shall return to their previous job title unless the person would have been laid off under this article.

H. Non-Bargaining Unit Employees

When the Executive Director finds it necessary to eliminate a supervisory, management or confidential position, the incumbent may be placed in any vacant or new bargaining unit position for which they are qualified. In the alternative, an incumbent in a supervisory, management, or confidential position who previously held regular status in the bargaining unit or whose employment preceded the Union in what later became a bargaining unit position may be reassigned to bargaining unit position(s). The position which they may assume is limited to the position(s) which the individual previously held on a regular status or a comparable position if previous position no longer exists.

ARTICLE 13. SENIORITY

A. Definition

Seniority is determined on the basis of the seniority date, which is defined as the most recent date of hire or reinstatement as defined below.

B. Accrual

An employee at North Bay Regional Center earns one (1) month of seniority for each full month worked or paid (vacation and sick leave included). Seniority is earned on the same basis by full-time, part-time, and temporary employees. For example, one (1) month seniority of a full-time employee is equal to one (1) month seniority of a part-time employee.

C. Job Title Seniority

Seniority in a bargaining unit position shall mean all time served by an employee in a current bargaining unit job title, plus all time served in other bargaining unit job titles and/or in position(s) which would have been in the bargaining unit but existed prior to the advent of the bargaining unit. Specifically excluded from the computation of seniority is any time served in a confidential, supervisory, or managerial position whether prior to or since recognition of the Union.

D. Seniority Lost

Seniority is lost when an employee has permanently separated their employment from NBRC (excluding actions covered by Reduction in Force under Article 12. of less than one (1) year.) Except during periods of work-share or work furloughs, no seniority is earned during periods of Reduction in Force under Article 12.

E. Reinstatement

At the discretion of the Employer, if an employee is rehired at NBRC within six (6) months after separation, they will return with the amount of seniority held at the time of separation.

F. Grant Funded Employees

Grant funded employees are temporary employees of North Bay Regional Center. If their service with NBRC is unbroken as they move from grant funding to permanent funding, their total seniority will be credited. A grant funded employee who is rehired within six (6) months of separation shall be credited with seniority earned while working on the grant contract. Nothing in this section shall serve to grant regular status to a grant funded employee.

ARTICLE 14. POSTING, TRANSFER, INTERNAL OPPORTUNITIES, AND REASSIGNMENT

A. Posting

Unless mutually agreed, the Employer shall post all vacancies for a period of not less than five (5) working days in order to afford interested employees the opportunity of applying for a lateral transfer or promotion, as appropriate. Such postings shall list the position's title, the name of the supervisor, the geographic location, and the work hours, if different from normal working hours. For case management positions, the case code will also be included, if available.

B. Transfer

Employees may apply for a lateral transfer to an open position, although the Employer may deny such a request based on the needs of the Employer. The Employer shall consider the seniority and performance of the transfer applicant and shall provide a reason based on the Employer's needs for any transfer request which is denied. Absent such a denial, a request by a qualified employee for a lateral transfer to an open position shall be given preference over an external applicant or current employee for promotion to the open position.

An employee who transfers to a different job title shall serve a four (4) month probationary period. At any time during this period the employee may return to their original job title at the option of management or the employee.

C. Internal Opportunities

All qualified internal candidates will be interviewed before a vacant position is filled.

The Employer retains the right to select the most qualified candidate. When making a hiring decision, the Employer will give appropriate consideration to qualified internal candidates who have interviewed for the position.

If an external candidate is selected for a position instead of an internal candidate, the hiring supervisor will provide a summary of their decisions to the Director of Administrative Services. The Director of Administrative Services will approve or deny the hiring decision.

The hiring supervisor will notify the internal candidate(s) not chosen for the position and provide constructive feedback within ten (10) working days of the final decision. No agency-wide candidate selection announcement should be made prior to notification of all internal candidates not chosen for the position.

D. Reassignment

Reassignments are involuntary in nature and shall be based upon the needs of the Employer.

ARTICLE 15. TRAINING

The following training opportunities shall be available for employees who have completed six (6) months of employment and shall be contingent on available funds in the budget and advance approval of the Employer. The Employer may waive the six (6) months of employment requirement based upon specific needs.

A. Required Training

If external training is required by the Employer to update or maintain an employee's current skill(s), the Employer will pay all costs: salary, tuition, travel, and per diem. Training time beyond an employee's normal working hours will be compensated at the overtime rate for eligible employees. Required training shall not be considered "Education Leave" for purposes of paragraph E of this Article.

B. Optional Training

Training which is not required, but pertains to an employee's responsibilities, may be approved by an employee's supervisor and Director. Up to eight (8) hours paid Education Leave under paragraph E. of this Article, per day, may be approved for such training. Reimbursement of tuition and travel will be considered by the Employer upon review of available funds and should be requested prior to confirmation of arrangements.

C. Personal Development Training

Upon approval of the employee's immediate supervisor and Director, training intended to provide individual growth or development for skills not currently applicable, may be partially funded as follows.

1. The Employer will pay up to \$100 per employee, per semester, not to exceed the cost of the program, or up to \$200 per fiscal year.
2. Payment will be made upon receipt of proof of completion of the class or program.
3. This training must be on the employee's own time and is not covered by Education Leave under paragraph E of this Article.

D. Professional Meetings

Upon approval of the employee's supervisor and Director, employees may attend professional meetings when such meetings are deemed to be beneficial to the Employer. Employees will be allowed to "flex" their regular work schedule to attend or, if overtime is accrued, will be paid at the standard overtime rate for overtime eligible employees. The Employer will pay all costs involved: salary, tuition, travel, and per diem.

E. Education Leave

Up to eighty (80) paid working hours per calendar year may be granted to an employee to attend training which will relate to and benefit the employee's work at NBRC or maintain work-related licensure. An employee requesting such paid Education Leave shall submit a written statement explaining how the proposed educational activity will relate to and benefit the employee's work at NBRC. The Employer shall respond to a request for use of Education Leave within two (2) weeks of the receipt of the request.

F. Employer's Obligation

The Employer is not obligated to endorse any training if the employee's absence would adversely affect operations.

G. Reimbursement for Out-of-State Training

Out-of-state- training will be approved only when the training is not offered in California and has been identified to potentially benefit NBRC and/or developmentally disabled people in California.

All requests for funding for Out-of-State Training must be approved by the requesting employee's Director. The Employer will pay all costs involved: salary, tuition, travel, and per diem.

H. Clinical Licensing

Employees in the following licensed clinical positions will be eligible to receive up to eight-hundred dollars (\$800.00) per fiscal year for reimbursement of required training related to retaining their licensed status: Board Certified Behavior Analyst, Nurse, and Psychologist. Payment will be made upon receipt of proof of completion of the required training.

ARTICLE 16. WAGES AND PREMIUM CONDITIONS

A. Wages

For the term of this Agreement, Employer agrees to increase salaries by 100% of the stated State Cost of Living Adjustment (COLA) passed to the Employer for personnel-related funding. Such increase is to be effective on the date the State COLA is granted to the Employer. This subsection is subject to the terms of the Grievance Procedure. A salary schedule for all bargaining unit job titles shall be appended to the end of this Agreement.

B. Anniversary Date

1. Establishment: For purposes of salary step administration, an employee's Anniversary Date is the first day of the pay period following the employee's date of hire or rehire. If, the employee is hired or rehired on the first workday of the pay period, the employee's Anniversary Date is their date of hire or rehire.
2. Changes: For purposes of salary step administration:
 - a. Promotion: A promotion which results in a five percent (5%) or greater salary increase shall change an employee's Anniversary Date to the date of the promotion.
 - b. Transfer: A transfer to a job title with the same pay grade does not result in a change to an employee's Anniversary Date.
 - c. Demotion: A demotion to a job title in a lower pay grade does not result in a change to an employee's Anniversary Date.
 - d. Reassignment: An Employer-initiated reassignment to an alternative job title does not result in a change to an employee's Anniversary Date.
 - e. Reclassification: A reclassification to a job title in a higher pay grade shall change an employee's Anniversary Date to the date of the reclassification.
 - f. Bumping: As defined in Article 12.D., bumping does not result in a change to an employee's Anniversary Date.
 - g. Leave of Absence: A leave of absence without pay of thirty (30) days or more shall cause the employee's Anniversary Date to change in monthly increments for each full month of the total leave taken.

C. Salary Step Advancement

Salary step advancement increases may be granted annually through the fifth (5th) salary step on the employee's salary range. Advancement to the sixth (6th) step may be granted after two (2) years at the fifth (5th) step. Advancement to the seventh (7th) step may be granted after two (2) years at the sixth (6th) step.

Any advancement is conditioned upon acceptable performance as determined by the employee's supervisor. Performance reviews will be due no later than forty-five (45) calendar days beyond the employee's performance review due date to ensure the review includes the full prior twelve (12) months' performance. For performance reviews completed beyond the forty-five (45) calendar day date, employees will be determined to have performed at "acceptable" levels and any appropriate step increase will be processed retroactively to the employee's performance review due date, if not already applied.

If an employee's salary step advancement is denied, the Supervisor shall, no later than ninety (90) calendar days after the denial, again review the employee's performance. If the performance has reached an acceptable level, the employee shall be given the salary step advancement increase. If the performance has not reached an acceptable level, the employee shall not be considered for such salary step advancement increase until the time for the next salary step advancement increase is reached.

D. Salary on Promotion

A promoted employee shall be entitled to the salary step in the higher salary range which is five percent (5%) or greater than their current salary, not to exceed the seventh (7th) step of the new salary range.

E. Salary on Reclassification

If an employee is reclassified to a job title with a higher salary range, the employee's salary shall be adjusted in the same manner as a promotion in Paragraph D above. If an employee is reclassified to a job title with a lower salary range, the employee's salary shall remain the same or be placed at the next lower salary which fits in the lower range, whichever is less.

F. Working Out of Classification

Employees assigned to work outside their job title to a higher-level job title shall receive a flat daily rate of twenty dollars (\$20.00) for each day worked at the higher job title.

G. Bilingual Pay

An employee required by the Employer to use a language other than English (including American Sign Language) at least ten percent (10%) of the time, shall be compensated above their normal monthly rate as detailed below.

1. Speaking Only: An employee will be compensated at the rate of \$125.00 per month for possession of speaking skills in a language other than English.
2. Speaking, Reading, and Writing: An employee will be compensated at the rate of \$175.00 per month for possession of speaking, reading, and writing skills in a language other than English.
3. American Sign Language: An employee will be compensated at the rate of \$175.00 per month for possession of fluent American Sign Language skills.

Employees possessing skills in more than one language will only be eligible for bilingual pay for one language.

All employees hired on or after January 1, 2023, who may qualify for bilingual pay will be required to pass a proficiency examination to be eligible to receive this benefit.

H. Standby Pay

The Employer will comply with all legal requirements regarding the payment of Standby Pay.

I. Hourly Conversion Factor

An employee's normal hourly rate is derived by dividing their monthly rate by 173.3.

J. Job Descriptions

The Employer shall maintain a job description for each job title listed in the Salary Schedule attached hereto in Appendix A. Each employee shall thereafter receive a copy of their job description. New or revised job descriptions shall be available to the employee and communicated to the Union as soon as possible.

K. Salary Range Increases

1. Effective on the first business day of the second full payroll period following ratification of this Agreement, the salary for the Office Aide Position, detailed in Appendix A dated July 1, 2021, will reflect the highest minimum wage in NBRC's catchment area.
2. Effective on the first business day of the second full payroll period following ratification of this Agreement, the salary schedule for the Client Services Assistant position will be increased by eight percent (8%).
3. Effective on the first business day of the second full payroll period following ratification of this Agreement, the salary schedule for the Fiscal Assistant position will be increased by eight percent (8%).
 - a. Additionally, the Employer shall conduct a compensation study for the Fiscal Assistant position based on current salaries of comparable positions at other regional centers. The results of that study shall be negotiated during the 2023 Reopener.
4. Effective on the first business day of the second full payroll period following ratification of this Agreement, the salary schedules for the following job titles: Service Coordinator, Specialized Service Coordinator, Senior Service Coordinator, and Early Intervention Service Coordinator, will be increased by eight percent (8%).
5. Effective on the first business day of the second full payroll period following ratification of this Agreement, for all bargaining unit positions other than those identified in K.1., K.2., K.3., and K.4., above, the salary schedule will be increased by six percent (6%).

L. Additional Increases

If at any time during this Agreement, the Employer believes it can make a wage increase beyond the increases required by the Agreement, the Employer shall so advise the Union. The Employer and Union shall, within five (5) working days, meet and confer to discuss the Employer's proposed wage increase. After consideration of the Union's input, the Employer may in its sole discretion implement the proposed increase, so long as the increase is an across the board increase applicable to all bargaining unit employees. The Employer may implement an increase providing different increases for different job titles only if the Union agrees to such a proposal.

M. Disaster Assistance

In the event of a natural disaster, i.e., flood, tornado, earthquake, fire, etc., employees who are officially advised or required to evacuate their homes by public officials (i.e., employees in zones with evacuation orders or evacuation warnings), NBRC shall provide one (1) day of Paid Administrative Time, for the day of evacuation, to cover the employee's time away from work to relocate safely. A maximum of one (1) day of Paid Administrative Time shall be provided for each such event advising/requiring evacuation.

NBRC shall allow remote work under the terms of the Remote Work Agreement. Employees who are able to continue to work beyond the day they physically evacuated will be paid for their regular work time.

Any employee who is not able to work remotely under the terms of the Remote Work Agreement or physically report to the office while evacuated beyond the one (1) day of Paid Administrative Time, will be required to utilize accrued benefits to cover their time away from work.

If an employee does not have a balance of accrued benefits to use, the employee's time away from work will be unpaid.

ARTICLE 17. WORK HOURS AND WORK LOCATION

A. In Office Regular Work Hours

Except in emergencies, the workweek of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch hour. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Upon receiving written approval from their supervisor, an employee may permanently switch to a 30-minute meal period as part of the employee's regular schedule. Employees have the option of beginning their regular workday between 7:00 am and 9:30 am. Different schedules may be approved in the sole discretion of management.

B. Remote Work Hours

For employees eligible and approved to work remotely, please see Remote Work Agreement for work hours.

C. Work Location

Each employee shall be assigned one or more work locations which could include the Napa or Santa Rosa office, the employee's residence on file or an alternative agreed upon address with Human Resources, or any other NBRC work sites. One such location shall be designated as the employee's primary work location.

D. Rest Periods

Except in emergencies, employees shall be granted a fifteen (15) minute rest period during each half work shift of four hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early. Such rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

E. No Guaranteed Work Week

No employee shall be guaranteed any specific number of hours of work per week or days of work per year.

F. Make Up Time

If the immediate supervisor approves a written request of an employee to make-up work time that is or would be lost as a result of a personal obligation of the employee, the hours of that make-up work time, if performed in the same workweek in which the work time was lost, may not be counted toward computing the total number of hours worked in a day for purposes of the overtime requirements, except for hours in excess of eleven (11) hours of work in one (1) day or forty (40) hours of work in one (1) workweek.

If an employee knows in advance that they will be requesting make-up time for a personal obligation that will recur at a fixed time over a succession of weeks, the employee may request to make-up work time for up to four (4) weeks in advance; provided, however that make-up work must be performed in the same week that the work time was lost.

An employee shall provide a signed written request for each occasion that the employee makes a request to make-up time pursuant to this subsection.

While the Employer may inform an employee of this make-up time option, the Employer is prohibited from encouraging or otherwise soliciting an employee to request the Employer's approval to take personal time off and make-up the work hours within the same week pursuant to this section.

G. Community Work Locations

Staff may work at alternative locations in the community before or after scheduled field visits to reflect a more efficient use of the employee's time and cost-effective use of Employer resources. Such time shall be used to complete required documentation, to make or return phone calls, to send or respond to emails or to conduct other business related to consumer or Employer needs. The employee must provide contact information so they can be reached at the community work location.

H. Alternative Work Schedule (9/8/80 Work Week)

1. Alternative Work Schedule (9/8/80 work week)

The Employer will permit certain employees to work under a 9/8/80 alternative work schedule under the conditions set forth below:

- a. Employees who have completed their probationary period and who are not currently under any formal disciplinary action, may request to work a 9/8/80 alternative work schedule.
- b. Employees may request such a schedule only if a suitable fellow employee in the same job title agrees voluntarily to serve as a "buddy," or partner who will agree to cover the duties and responsibilities of the employee on workdays when the employee is absent due to their 9/8/80 alternative work schedule. For this section only, "Senior Service Coordinator" and "Service Coordinator" are considered the same job title.
- c. An employee who is approved to work a 9/8/80 alternative work schedule may do so as long as they are not on formal discipline.
- d. The Employer may require an employee working a 9/8/80 alternative work schedule to report for work on workdays the employee is scheduled to be off, for business needs, including training, all staff meetings and necessary work obligations. Any time worked on an employee's regularly scheduled alternative work schedule day off will be paid at the overtime rate.
- e. The employee's immediate supervisor may remove the employee from an approved 9/8/80 alternative work schedule based upon unsatisfactory performance. Any employee removed from a 9/8/80 alternative work schedule based upon unsatisfactory performance shall have received a formal Corrective Action Plan. After successful completion of the Corrective Action Plan the employee may reapply for a 9/8/80 alternative work schedule.
- f. An employee working a 9/8/80 alternative work schedule shall be paid overtime in accordance with the rules governing such a schedule under Wage Order #4 of the Industrial Welfare Commission.

- g. An employee who is approved to work a 9/8/80 alternative work schedule, and whose regularly scheduled day off falls on one of the agency's scheduled holidays, shall be entitled to an in-lieu holiday equal to eight (8) hours of paid time off. The in-lieu holiday shall be taken on the employee's workday immediately preceding or immediately following the holiday, and within the same pay period. The employee shall notify their supervisor of which day they plan on taking the in-lieu holiday. If the agency's scheduled holiday falls on an employee's regularly scheduled nine (9) hour workday, the employee may use one (1) hour of their vacation accrual to be compensated for the ninth (9th) hour or the employee may work an additional hour on another workday within the same pay period.

I. Workload

An employee with questions about how best to approach the employee's workload and efficiently perform the work shall be entitled to request assistance from the supervisor. Upon such a request, the supervisor shall provide such assistance, help prioritize the work, and advise regarding the most efficient way to get the work done.

ARTICLE 18. OVERTIME

A. Defined

Overtime is time actually worked by an eligible employee as authorized and directed by management which exceeds forty (40) hours in the work week or eight (8) hours in a workday.

Employees who travel outside of NBRC's catchment area to conduct client-related business and who experience travel delays or other unforeseen circumstances which extend their regular work schedule, may be paid at the overtime rate as stated in 18.C. below, upon entering a note within the Employer's time and labor reporting system for the accrual of overtime. Evidence of the reason for delay may be requested prior to payment.

B. Eligible Employee

Eligible employee means any bargaining unit employee who is non-exempt for overtime purposes. Service Coordinators (all levels) have been determined by the State Department of Industrial Relations Wage and Hour Division to be non-exempt. Exempt positions include licensed professionals and professionals whose work is primarily intellectual, managerial, or creative and which requires the use of independent judgement.

C. Overtime Compensation at Time and One-half

Eligible employees who have worked approved overtime during a work week shall receive compensation at the rate of one and one-half (1½) times the normal base hourly rate of pay for all hours worked:

1. in excess of eight (8) hours in any workday
2. in excess of forty (40) hours in any workweek; or
3. on the seventh (7th) consecutive day of work in any workweek

D. Overtime Compensation at Double Time

An eligible employee shall receive pay equal to two times (double) the regular rate of pay for all hours worked:

1. in excess of twelve (12) hours in any workday; or
2. in excess of eight (8) hours on the seventh (7th) day of work in any workweek.

E. Advanced Authorization for Overtime

Employees who volunteer, or have been asked to work pre-approved overtime, will be paid as outlined in 18.C. above.

Employees who work overtime without advanced authorization by their immediate supervisor because of an emergency or unforeseen circumstances beyond the employee's control, will be paid as outlined in 18.C. above. The employee shall seek and obtain the authorization of their supervisor at the earliest time within the normal course of business. Employees who accrue overtime because of unforeseen circumstances beyond their control will not be subject to discipline.

An employee who works any overtime in a given work week, not due to an emergency or unforeseen circumstance beyond the employee's control, and has not had such overtime approved in advance, shall be paid the overtime as required by law and may be disciplined for working unauthorized overtime.

F. No Pyramiding

There shall be no pyramiding or duplication of overtime benefits for the same hours worked.

G. Operational Policy for "Exempt Status" Employees

Exempt employees are paid an established salary. It is required that exempt staff accomplish their work, using independent judgement and discretion, so consumers and families receive timely, high-quality services. NBRC requires the following time accountability for exempt staff members:

1. Time (whether a whole day or a partial day) shall be scheduled with the employee's supervisor to maintain communication and facilitate emergency intervention with clients. Exempt employees must ensure their daily schedule is updated in the agency calendar and available for viewing by management.
2. Accrued NBRC benefits shall be taken in whole working days. Partial day time off shall not be charged to accrued benefits.

H. Constraints

Nothing in this article shall prohibit or limit a supervisor's ability to schedule or reschedule an employee's work hours in order to operate within the confines of the normal hours in a pay period.

ARTICLE 19. HOLIDAYS

A. Definitions

1. Holiday

A holiday is a day on which the offices of the Employer are normally closed for business and the employees are off duty with Holiday Pay for their normally scheduled work-shift.

2. Holiday Pay

Credit for normally assigned hours [not to exceed eight (8)] at the straight time rate.

3. Eligibility

An employee must be actively at work or on paid status on both the day prior to and the day following the holiday in order to receive holiday benefits. However, no employee who is on long-term Leave Without Pay shall be eligible for Holiday pay during the leave period.

4. Specific Holidays

- a. New Year's Day
- b. Martin Luther King Jr.'s Birthday
- c. President's Day
- d. Cesar Chavez Day
- e. Memorial Day
- f. Juneteenth
- g. Independence Day
- h. Labor Day
- i. Indigenous Peoples' Day
- j. Veterans' Day
- k. Thanksgiving Day
- l. Day after Thanksgiving

- m. Christmas Eve
- n. Christmas Day
- o. New Year's Eve

Specific days (dates) for observance of each holiday shall be published by the Employer by November 1 for each succeeding calendar year.

B. Holidays During Vacation

If a holiday is observed by the Employer during an employee's scheduled vacation, the employee shall be credited with Holiday Pay for that day and no deduction will be taken from the employee's vacation balance for that day.

C. Holidays Worked

Employees required and assigned to work on an observed holiday shall be given an equivalent number of hours off within one week as were worked.

D. Observance of Saturday/Sunday Holidays

If a listed holiday falls on a Saturday (or Sunday), it shall be scheduled for observance on a Friday (or Monday).

ARTICLE 20. BENEFITS

A. Medical Insurance:

1. Employer Contributions

- a. Employee Only: Effective January 1, 2023, the Employer agrees to contribute up to \$875.00 per month for Employee Only medical coverage.
- b. Employee + One Dependent Coverage: Effective January 1, 2023, the Employer agrees to contribute up to \$1,518 per month for Employee + One Dependent medical coverage.
- c. Employee + Family Coverage: Effective January 1, 2023, the Employer agrees to contribute up to \$1,693 per month for Employee + Family medical coverage.

2. Employee Medical Contribution

Any employee choosing medical insurance coverage with a contribution amount greater than the maximum Employer contribution for their selected level of coverage shall pay the excess amount via a payroll deduction.

3. Employer Medical Contribution

If an employee chooses medical insurance coverage with a monthly premium less than the Employer contribution, the Employer will not pay the employee the difference between the medical insurance premium costs and Employer contribution.

4. The Employer agrees to meet and confer with the Union prior to changing medical insurance plans.

B. Medical Insurance Waiver

1. Effective January 1, 2023, for employees who waive Employer-sponsored medical insurance, the Employer will pay such employee, \$150.00 per month. To be eligible to receive the Medical Insurance Waiver, employees must first provide proof of coverage by non-Employer-sponsored medical insurance.
2. Employees who waive medical insurance are still eligible to enroll in NBRC's dental and vision insurance coverage, with the Employer and employee contributions as outlined below.

C. Dental Insurance

1. Employer Contribution
 - a. Effective January 1, 2023, the Employer agrees to pay 100% of the premium for Employee Only coverage for employees who enroll in the Employer-sponsored dental insurance plan.
2. Employee Contribution
 - a. Employees enrolling eligible dependents in the Employer-sponsored dental insurance plan will be responsible for paying the premiums for Employee + One, or Employee + Family coverage, less the Employer contribution as outlined in C.1.a. above.

D. Vision Insurance

1. Employer Contribution
 - a. Effective January 1, 2023, the Employer agrees to pay the Employer-sponsored vision insurance plan premium in excess of \$5.00/month for Employee Only coverage for employees who enroll in vision insurance.
2. Employee Contribution
 - a. Employees who enroll in the Employer-sponsored vision insurance plan will be responsible for \$5.00/month for Employee Only coverage.
 - b. Employee enrolling eligible dependents in the Employer-sponsored vision insurance plan will be responsible for paying the premiums for Employee + One, or Employee + Family coverage, less the Employer contribution as outlined in D.1.a. above.

E. Medical, Dental and Vision Insurance Coverage Continuation

When an employee has exhausted all sick leave and vacation benefits while off work on an approved leave of absence, the Employer will continue to contribute its share toward the employee's medical, dental and vision insurance for a period of up to sixty (60) days, unless a longer period is required by FMLA/CFRA, or until the employee becomes eligible for LTDI benefits, whichever is sooner.

F. Domestic Partners

Employees may, where possible under applicable plans, purchase medical, dental, and vision insurance for domestic partners on Employer-sponsored plans.

G. Retirement

The Employer shall maintain a 2% @ 60 CalPERS Retirement Program.

The Employer may, upon 30-days' notice, reopen to negotiate CalPERS increases. The remaining terms of the collective bargaining agreement shall not be affected by this CalPERS reopener but shall remain in full force and effect during the entire period of the reopener.

H. Long Term Disability Insurance (LTDI)

The Employer shall provide a LTDI policy with a maximum benefit of \$10,000 per month. The waiting period shall be sixty (60) days.

I. Life Insurance

The Employer will provide a life insurance benefit equal to three times the employee's annual salary, not to exceed \$400,000. The policy benefit will also include a Terminal Illness provision.

ARTICLE 21. REIMBURSEMENT OF EMPLOYEE EXPENSES

A. Mileage

Employees who use their private vehicles while on Employer business will be reimbursed for the full cost of parking and bridge tolls and shall be reimbursed per mile driven at the maximum applicable IRS non-taxable rate as of the date the mileage was incurred.

While working remotely employees shall be reimbursed mileage starting from their personal residence on file to their first NBRC appointment, or from their assigned office to their first NBRC appointment, whichever is the lesser distance. All additional work-related travel during the employee's regularly scheduled shift will be reimbursed.

Employees not scheduled to work remotely and who work in an NBRC office will not be reimbursed mileage for their regular commute between their personal residence on file and their regularly assigned NBRC office.

B. Driving Qualifications

Upon hire only, an employee required to drive for business purposes must submit a valid California driver’s license, and proof of insurance. With just cause, the Employer may request a current copy of the employee’s DMV record, in order to ensure the safety of all involved.

C. Department of Motor Vehicles Employer Pull Notice Program

All NBRC employees who are required to drive for business purposes will be enrolled in the Department of Motor Vehicles Employer Pull Notice Program. This program notifies the Employer at least annually of an employee’s driving record and any incidents which negatively impact the employee’s record. Such information is confidential and will not be shared with third parties except where required by state or federal law. Furthermore, an employee’s driving record information will only be used by the Employer for the following purposes:

1. To verify employees required to drive for business purposes meet minimum driving qualifications which include possession of a valid California driver’s license and minimum legal automobile liability insurance required by the State of California.
2. To ensure employees are able safely to perform the essential functions of their position and to ensure the safety of all parties involved.

If an employee’s driver’s license is suspended or revoked or they cannot for whatever reason maintain the minimum legal automobile liability insurance required by the State of California, it is the employee’s responsibility to provide for alternate arrangements to fulfill the essential functions of their job. If an employee requires accommodation due to a legally recognized disability under the Americans with Disabilities Act, the Employer will fulfill its obligation under the law to reasonably accommodate the employee.

D. Cell Phone Expense Reimbursement

For employees who are assigned a client caseload and/or who are required to work in the community, the Employer will pay a flat rate of forty dollars (\$40.00) per month for cell phone expenses, whatever the usage.

Job titles eligible for the forty dollars (\$40.00) per month flat rate include:

<ul style="list-style-type: none">• Assessment Counselor• Board Certified Behavior Analyst• Consumer Advocate• Diversity & Equity Specialist• Early Intervention Service Coordinator	<ul style="list-style-type: none">• Nursing Specialist• Psychologist• Quality Assurance Monitors• Resource Developers	<ul style="list-style-type: none">• Senior Nurse Consultant• Senior Service Coordinator• Service Coordinator• Specialized Service Coordinator (1:40)
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Effective January 1, 2023, for employees who are not assigned a client caseload and/or who are not required to work in the community, the Employer will reduce the payment to a flat rate of ten dollars (\$10.00) per month for cell phone expenses, whatever the usage.

Effective January 1, 2023, employees in the job titles of Information Technology (IT) Tech I, IT Tech II, and the Client Services Assistant assigned to support the IT Unit, will receive NBRC-issued cell phones and will not be eligible for cell phone reimbursement.

Employees who have been provided an Employer-sponsored cell phone are not eligible to receive any cell phone expense reimbursement.

If a supervisor contacts an employee outside the employee's regular work schedule, applicable overtime will be paid.

E. Travel Reimbursement

Employees required to travel on Employer business outside of NBRC's catchment area may choose to pay out-of-pocket for eligible expenses and be reimbursed in accordance with NBRC's per diem rates as indicated below, following proper submission of expenses, or request for the Employer to arrange for pre-payment of hotel and hotel parking (if applicable), car rental, and flight reservations.

Reimbursement will be approved according to the following schedule. Exceptions will be considered and approved by the employee's Director.

1. The daily meal allowance approved cannot exceed forty-five dollars (\$45.00) per day.
2. Alcoholic beverages or tips will not be reimbursed.
3. Lodging will be approved not exceeding two hundred and fifty dollars (\$250.00) per night.
4. Air fare will be approved at the most cost-effective rate not to exceed \$300 one way.
5. Car rental will be approved at the most cost-effective rate not to exceed a base rate of fifty dollars (\$50.00) per day. "Base rate" does not include applicable taxes, insurance, and fees.
6. Mileage will be reimbursed for the full cost of parking and bridge tolls and shall be reimbursed per mile driven at the maximum applicable IRS non-taxable rate as of the date the mileage was incurred.

The Employer shall reimburse costs within thirty (30) days of receipt of the approved expense.

Employees who elect to drive their personal vehicle on Employer business outside of NBRC's catchment area instead of utilizing less expensive air travel will be reimbursed the cost of the lesser travel expense.

ARTICLE 22. VACATION

A. Accrual

All bargaining unit employees who are employed on a continuous basis shall accrue vacation on the basis of the schedule below:

B. Schedule of Accrual

1. All bargaining unit employees shall accrue vacation under the following schedule:

Years of Service	Hours Earned Per Month	Hours Per Year
Zero through completion of 12 months	6.68 hours	80 hours
13 months through completion of 6 years	10 hours	120 hours
7 years through completion of 15 years	13.33 hours	160 hours
16 years through completion of 19 years	16.67 hours	200 hours
20 years +	18.33 hours	220 hours

2. Only regular hours paid by the Employer shall affect vacation accrual.
3. An employee will accrue vacation during the first three (3) months of their initial probationary period, however they will not be eligible to utilize the benefit. Their accrued balance will be available for use following three (3) months of continuous employment.
4. Previous NBRC employment: For purposes of vacation accrual, all NBRC employment time shall be credited whether consecutive or not, including employment as a temporary employee on the NBRC payroll, but not including time when employed by a temporary staffing agency. All necessary adjustments to vacation accrual under this section will be completed no later than one hundred and eighty (180) days following ratification of this agreement.
5. Previous Regional Center Employment: For purposes of vacation accrual, new employees at NBRC whose immediate past employer was another Regional Center within the state of California, will accrue vacation under Section B. above, receiving service credit based on their verified prior service time work at the prior Regional Center. No service credit for additional Regional Center employment will be granted. All necessary adjustments to vacation accrual under this section will be completed no later than one hundred and eighty (180) days following ratification of this agreement.
6. Except as provided above, this vacation schedule shall be effective for all bargaining unit employees effective the first business day of the second full payroll period following ratification of this Agreement.

C. Payment on Separation

Employees who leave NBRC shall be paid for accrued but unused vacation.

D. Approval for Use of Vacation

All use of vacation requires supervisory approval through NBRC's time and labor reporting system. Vacation requests will be reviewed and approved based upon the timing of the initial request and the needs of the Employer. When possible, requests should be submitted at least fourteen (14) calendar days in advance of the requested date of use. The supervisor shall respond to such requests within a reasonable period of time, not to exceed fourteen (14) calendar days following receipt. Vacation requests should not be unreasonably denied.

E. Maximum Vacation Accrual

An employee shall cease to accumulate vacation when they reach a maximum accrued amount of 280 hours. The employee can view their accrual balance using the Employer's time and labor reporting system to note when they are approaching the 280-hour maximum, so vacation may be scheduled.

F. Vacation Cash Out

On or before June 1 of each calendar year, budget permitting, the Employer may permit employees to request to cash out accrued and unused vacation in excess of eighty (80) hours. The maximum number of hours available for cash-out will be eighty (80) hours per employee.

The precise amount which may be cashed out will be determined based on the budget and will remain in the sole discretion of the Employer. Employees must confirm their desire to cash out all or part of the permitted amount prior to June 15 of each calendar year.

ARTICLE 23. SICK LEAVE

A. Accrual

All full-time regular employees shall accrue sick leave at the rate of 0.04615 hours per hour paid up to a maximum of 405 hours.

B. Usage

Sick leave is an insurance-type benefit to protect the employee from loss of pay for reasons beyond their control because of mental or physical illness or injury. Use of accrued sick leave shall be allowed for the following purposes only:

1. A mental or physical illness or injury which incapacitates an employee from doing their work at the normal workplace.
2. Preventative care, or for the diagnosis, care, or treatment of an existing mental or physical health condition.
3. Quarantine of an employee for avoidance of spread of disease.
4. The mental or physical illness or injury of a bargaining unit member's immediate family requiring the employee's attendance to personally care for such family member.

5. For medical, dental, and mental health appointments of the employee which cannot be scheduled during non-working hours.
6. For Bereavement Leave as defined in Article 25A.
7. For a verified period of illness or injury during a scheduled use of vacation.
8. For any other situations which allow the use of accrued sick leave required by applicable state or federal law.

C. Verification

The Employer may require proof of illness satisfactory to the Employer at any time. Failure to provide such verification shall result in the denial of payment for sick leave.

D. Misuse or Abuse of Sick Leave

Evidence of misuse or abuse of sick leave may result in disciplinary action in addition to the denial of the use of such leave.

E. Notification

An employee shall notify their immediate supervisor, either directly by telephone, e-mail, text message, or by a voice mail message of the need to be absent and to use sick leave as soon as the need is known, but no later than fifteen (15) minutes after the beginning of the employee's assigned work-shift. Notice to a third party does not meet the requirements of this subsection.

F. Use of Vacation for Sick Leave

Upon exhaustion of sick leave balance, accrued vacation shall be used to continue the employee's pay for a period of illness or injury.

G. Immediate Family Defined

Immediate family shall mean spouse, child, step-child, domestic partner, parent, sibling, or a person assuming the role of spouse, child, or parent.

H. Integration With Wage Replacement Benefits

Where an employee is eligible to receive wage replacement benefits, the employee may at their option, receive the equivalent of their full wage replacement benefits plus such portion of their accrued sick leave pay or accrued vacation when used in lieu of sick leave equal to, but not exceeding, the employee's regular rate of pay. The method for administering this section shall be determined by the Employer.

ARTICLE 24. CATASTROPHIC LEAVE

The Catastrophic Sick Leave Bank is designed to assist employees who have exhausted accrued leave time due to a catastrophic mental or physical illness or injury. The Employer will maintain a bank of donated hours wherein active employees who wish to donate to the Bank may authorize a portion of their accrued vacation and/or sick leave benefits be deducted from their accrued balances and credited to the Catastrophic Sick Leave Bank.

Active employees on an approved extended medical leave covered by the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Workers' Compensation, and/or Americans with Disabilities Act (ADA), or other statutorily protected leave(s) of absence, may withdraw hours from the Bank so they may extend their paid status for a longer period of time.

A. Donation

1. There shall be semi-annual donation periods of two weeks each (July 1-15 and January 1-15). The Employer will announce the balance in the Bank at the beginning and end of the donation periods.
2. An employee may donate up to 10% of their available sick leave at the time of the donation.
3. An employee may donate up to 10% of their available vacation at the time of the donation.
4. Donations shall be in whole hours
5. Donations shall not be refunded.
6. Donations shall not be restricted by the donor for use by specific employees.
7. In the event the donated hours in the Catastrophic Sick Leave Bank falls below six hundred (600) hours, the Employer agrees to enact an emergency donation period for two (2) weeks. Emergency donations will be executed under the same provisions and stipulations provided in the Article.

B. Eligibility

All active employees of NBRC are members of the Bank and may request to withdraw sick leave hours if they meet the following criteria:

1. The employee is off work twenty-one (21) consecutive calendar days with a mental or physical illness or injury which began during their employment at NBRC and which meets the requirements of Article 23.B. of this Agreement.
2. The employee has integrated and exhausted their own accrued benefits with applicable wage replacement program benefits and/or any other payments as described in Article 23.H. of this Agreement
3. The employee's mental or physical illness or injury is expected to last at least two (2) weeks after all accrued benefits are exhausted.

4. The employee submits to the Human Resources Department a written verification signed by a California State Licensed Medical Doctor, or a California State Licensed Chiropractor stating the nature, the date of onset and expected duration of the mental or physical illness or injury.
5. The employees submits a written request for withdrawal from the Bank to the Human Resources Department no later than fourteen (14) calendar days after the initial twenty-one (21) consecutive day period. Requests may be initiated when it is anticipated the mental or physical illness or injury will result in the employee exhausting all accrued benefits
6. Catastrophic Sick Leave benefits shall not be used for elective surgery.
 - a. Elective Surgery defined: Any surgical or medical procedure which is not directly related and medically necessary to remedy the employee's mental or physical illness or injury.

C. Withdrawal

Eligible employees may request to withdraw from the Bank under the following schedule:

1. Employees with less than two (2) years of service with the Employer are eligible to withdraw up to twenty-five percent (25%) of the total hours in the Bank not to exceed fifty-six (56) hours per calendar year.
2. Employees with two (2) or more years of service with the Employer are eligible to withdraw up to twenty-five percent (25%) of the total hours in the Bank not to exceed one hundred and twelve (112) hours per calendar year.
3. Employees with three (3) or more years of service with the Employer are eligible to withdraw up to twenty-five percent (25%) of the total hours in the Bank not to exceed two hundred and twenty-four (224) hours per calendar year.
4. Employees with four (4) or more years of service with the Employer are eligible to withdraw up to twenty-five percent (25%) of the total hours in the Bank not to exceed three hundred and thirty-six (336) hours per calendar year.
5. Donated benefits shall be deducted from the Bank as it is used by the eligible employee.
6. Employees may not accrue benefits while withdrawing donated benefits from the Bank.
7. Employees receiving donated benefits from the Bank, are not eligible to receive paid agency holidays.
8. Donated benefits are paid at the rate of pay earned by the recipient of the hours.
9. An eligible employee may request to withdraw from the Bank multiple times per calendar year but will not be authorized to exceed the established caps in Section C of this Article.

10. All time spent on Catastrophic Sick Leave shall be considered leave without pay. The Employer's share of cost of the medical, dental and vision insurance premiums which were in place prior to the employee's leave shall continue to be paid by the Employer while an employee is withdrawing donated benefits from the Bank, up to maximum amount as outlined above. The employee will continue to be responsible for their share of cost for medical, dental, and vision insurance premiums, as well as any voluntary insurance premiums.

D. Anonymity

Anonymity shall be maintained for donor and recipients. Confidential records shall be maintained by the Human Resources Department to facilitate efficient operation of the Bank.

ARTICLE 25. OTHER LEAVES OF ABSENCE

A. Bereavement Leave

In the event of a death in the family or household of an employee, an employee shall be granted up to forty (40) hours of Bereavement Leave. Additional hours may be utilized from their accrued benefits with notification to the supervisor prior to utilization of such leave, with reasonable notice.

Family shall be defined as parent, spouse, person assuming the role of spouse, child, brother, sister, grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in-law, mother or father-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, stepchild, ward, conservatee, cohabitant, or assumed spouse's family.

The request for bereavement leave within the Employer's time and labor reporting system must include a note to indicate the relationship between the deceased individual and the employee. Bereavement leave shall be requested and used no later than six (6) months after the date of death.

B. Jury Duty

Since jury duty is the legal responsibility of all citizens, paid jury duty leave shall be granted as required to all employees to serve on a jury with no reduction of accumulated vacation or sick leave for the first fifteen (15) days of such duty. The employee must provide a copy of proof of jury duty service to the Payroll Department to receive pay for the first fifteen (15) days of jury duty.

C. Leave Without Pay

1. Leave Without Pay status for a period of up to six (6) months may be granted on a case-by-case basis to any employee.
2. A Leave Without Pay must be requested by an employee who has exhausted all paid leave accruals available for use.

3. Consideration will be given to the need for the leave on the Employer's operations and other employees' workloads. Recommendation for Leave Without Pay must come from the employee's supervisor. The decision will be made by the employee's Director.
4. Leave Without Pay shall be available for up to a six-month period for parental leave purposes upon adequate notice from the employee.
5. Time spent on Leave Without Pay which is granted to an employee on a probationary status does not count toward the required probationary period.
6. Except as required by law or this Agreement no benefits, holidays, or paid leave shall accrue to an employee on Leave Without Pay.
7. Absence without leave shall be cause for disciplinary action up to and including termination.

ARTICLE 26. DISCIPLINE

A. Standards

Regional Center employees are expected to maintain a high level of personal and professional conduct. Failure to perform one's duties satisfactorily, to respect the rights of the public and fellow employees, or to conform to North Bay Regional Center rules and regulations may result in disciplinary action up to and including termination. Progressive discipline will be used when appropriate.

B. Unsatisfactory Performance

When a supervisor has cause to counsel an employee regarding their unsatisfactory performance, the supervisor may utilize a variety of options, including a Verbal Warning, a Written Warning, or a Written Warning and Plan of Correction. All options require a meeting with the employee and, upon the employee's request, a Union Representative or Shop Steward. The level of discipline will depend on the severity of the unsatisfactory performance. Any written discipline shall be filed in the employee's personnel record. An employee may add a written comment to be attached to the disciplinary document. If efforts to assist the employee have failed, the employee may be demoted, suspended, or terminated for cause. No employee shall be demoted, suspended, discharged, or otherwise disciplined without cause.

C. Unsatisfactory Conduct

For Unsatisfactory Conduct, the supervisor may also use the same options described in part B above, including a Verbal Warning, a Written Warning, or a Written Warning and Plan of Correction, depending on the severity of the behavior. All options require a meeting with the employee and, upon the employee's request, a Union Representative or Shop Steward.

The Employer may immediately discharge an employee in case of gross misconduct, insubordination, physical assault, unlawful harassment, theft, or any cause sanctioned by law.

D. Notice

Employees shall normally be advised and counseled regarding any performance or nonperformance problems as they become apparent to the supervisor.

An employee may be given a Written Warning and Plan of Correction(s) in an effort to resolve performance or disciplinary problems prior to implementing more severe disciplinary action. A Written Warning and Plan of Correction is a written course of action as defined by the supervisor intended to improve a specific area(s) of an employee's performance or actions. Written Warnings and Plans of Correction shall be for a specific time period with periodic monitoring by the supervisor. At the end of the Plan's time period, a statement documenting the results shall be filed in the employee's personnel file.

E. Garnishments

The Employer will follow applicable employment laws with respect to garnishments.

F. Disciplinary Action Defined

The following actions shall be considered as the only disciplinary actions which may be grieved under Article 27, Grievance and Arbitration Procedure:

1. Written Warning and Plan of Correction
2. Suspension Without Pay and Plan of Correction
3. Demotion and Plan of Correction
4. Discharge

G. General Condition

1. The Employer shall advise the employee in advance if a meeting is scheduled to gather evidence which may result in suspension, discharge or other discipline of the employee and include notice of their right to have Union representation. The Employer shall advise an employee of the right to have a Union Representative or Shop Steward present in a meeting purely to communicate discipline.
2. The employee may be represented by a Union Representative or Shop Steward at any interview which the employee believes may lead to disciplinary action.
3. If a Shop Steward or other Union Representative is unavailable at the time the meeting is to be held, an employee may either proceed without a representative, or request to postpone the meeting to the next business day in order to arrange for union representation by a Union Representative or Shop Steward.
4. If an employee is not represented by the Union in the investigatory or disciplinary meeting, the Union's authorized agent may be notified about the meeting by the employee.

ARTICLE 27. GRIEVANCE AND ARBITRATION PROCEDURE

A. Scope of Grievance Procedure

The Grievance and Arbitration Procedure provides employees an opportunity to resolve certain disputes and grievances.

B. Employees

Under this Article, employees are permitted to file grievances in three specific areas:

1. Grievance of an Evaluation (under the conditions described in section E.1 of this procedure);
2. Grievance of Four Types of Discipline (under the conditions described in section E. 2 of this procedure); and
3. Grievance of a Breach of a Specific Provision of this Agreement (under the conditions described in section E.3 of this procedure).

C. Scope of Arbitration

Grievances under Section E.1, (Grievance of an Evaluation), and Grievances of a Written Warning, or suspension of less than three business (3) days under section E.2 may be appealed to a final step of review by the Executive Director. Such grievances may not be appealed to Arbitration.

Grievances under sections E.2 involving demotion, or suspension of less than three business (3) days, or discharge, and grievances under E.3 (Grievances of a Breach of a Specific Provision of this Agreement) may be appealed to Arbitration.

D. Probationary Employees

A newly hired probationary employee may be discharged from employment with or without cause. Discharge from employment for newly hired probationary employees shall not be subject to the grievance procedure.

A promoted or transferred probationary employee may be returned to their former classification, with or without cause, and a promoted or transferred employee may not grieve such a return to their former classification.

E. Types of Grievances

1. Grievance of an Evaluation

All evaluations may be discussed with the employee's Director. If the employee contests the evaluation as inaccurate or incomplete, the employee may submit a written statement to their supervisor to be attached to the evaluation form in the employee's personnel file. An employee may also grieve an unfavorable evaluation following the grievance steps set forth in Section F steps 1 and through 3.

2. Grievance of Four Types of Discipline:

The following actions shall be considered as the only disciplinary actions which may be grieved:

- a. Written Warning, with or without a Corrective Action Plan
- b. Suspension Without Pay, with or without a Corrective Action Plan
- c. Demotion, with or without a Corrective Action Plan
- d. Discharge

3. Grievance Involving a Breach of a Specific Provision of this Agreement

An employee may file a grievance alleging the violation of a specific provision of this Collective Bargaining Agreement, i.e., a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the Grievant.

Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of either the Employer or the Union as a group grievance and thereafter represented by a single Grievant. The Union may be a Grievant in cases limited to alleged violations of sections which provide specific benefits to the Union under Articles 5, 6, 7, or 11, and in situations where an alleged violation has occurred which equally and universally creates an identifiable adverse impact on each member of the unit.

F. Steps in Grievance Procedure

Step 1. Informal Resolution

Within ten (10) business days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the Grievant shall discuss their grievance with their immediate supervisor. The Grievant shall identify the discussion as the informal attempt to resolve a grievance. A supervisor shall have ten (10) business days to respond in writing to the employee.

Step 2. Formal Written Grievance

If a Grievant is not satisfied with a resolution proposed at the informal level, the Grievant may file a formal written grievance with their supervisor (or designee). This written formal grievance must be filed within ten (10) business days of the supervisor's response in Step 1 or, if no written response is provided, within ten (10) business days of the final date by which the supervisor was required to provide a written response.

The formal grievance shall contain a statement describing the alleged violation, the section of this Agreement allegedly violated, if applicable, and remedy requested.

The supervisor (or designee) shall have a meeting with the Grievant within ten (10) business days after receipt of the formal grievance, and within ten (10) business days of the meeting, provide a written response to the Grievant and the Union.

Step 3. Appeal to Executive Director

If the Grievant is not satisfied with the written response from their supervisor, or if the supervisor (or designee) fails to respond within the permitted time frame, the Grievant may appeal the grievance to Step 3 immediately, but in no event later than ten (10) business days from the date the written response was provided, or if not provided, from the date the written response was due.

Within ten (10) business days from the receipt of the written appeal, the Executive Director or the Executive Director's designee will meet with the Grievant and the Grievant's steward and/or union representative to conduct an investigation of the issue(s) of the grievance, and permit the Grievant to present their case.

Within ten (10) business days of the meeting, the Executive Director or designee shall provide a Written Response to the Grievant, which shall be final and binding.

For grievances under section E.1, (Grievance of an Evaluation), and Grievances of a Written Warning, or suspension of less than three (3) days under section E.2, the Step 3 Written Response by the Executive Director is the final Step for the Grievance. Such grievances may not be appealed to Step 4. Arbitration.

Step 4. Arbitration

Only certain grievances may be appealed to Step 4, Arbitration, i.e., grievances under sections E.2 involving demotion, or suspension of less than three (3) days, or discharge, and grievances under E.3 (Grievance of a Breach of a Specific Provision of this Agreement).

For such a grievance, an appeal to Step 4, Arbitration, a written Notice of Intent to Arbitrate must be filed in writing within ten (10) business days of receipt of the Executive Director's or designee's Written Response.

G. Rules for Arbitration

1. Selection of Arbitrator

- a. If the issue is properly placed under the auspices of this article, after the filing of the written Notice of Intent to Arbitrate, the parties shall attempt to agree on an impartial arbitrator to hear the matter.
- b. If the parties are unable to agree on an impartial arbitrator, they shall, within twenty (20) business days of the filing of the Notice of Intent to Arbitrate, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

- c. The parties shall communicate within five (5) business days after receipt of said list for the purpose of attempting to select one of the individuals named therein. If they are unable to do so, the parties shall make alternative strikes from said list, after determining the first strike by lot, and the remaining name shall be that of the Arbitrator.

2. Decision of Arbitrator is Binding

The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Said decision shall be issued in writing.

3. Fees and Expenses

The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the Union and the Employer. Each party, however, shall bear the cost of its own representation including preparation and post-hearing briefs, if any.

4. Limitations on Arbitrator's Authority and Jurisdiction

- a. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves an eligible employee in this represented unit.
- b. Proposals to create, add to, or change this written agreement or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of Employer Rights or regarding an Article of this Agreement which contain in its own appeals process shall be submitted to this procedure.
- c. No arbitrator shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms of conditions of employment. The arbitrator's authority shall be limited only to the application and interpretation of the provisions of this written agreement. The arbitrator shall have no authority to base any decision on any past practice or custom which is inconsistent with any provision of this agreement, or to render an award on any grievance occurring before the effective date or after the stated termination date of this agreement.
- d. Decisions of arbitrators notwithstanding, the parties agree the payments by the Employer in settlement of grievances shall not exceed \$1,500.00 per incident, nor \$7,500.00 in the aggregate during the Employer's fiscal year unless the Employer obtains written approval from the Department of Developmental Services to exceed such limits. The Employer agrees to request DDS approval if an award is received which would exceed the limits.

H. General Provisions Applicable to Grievances

1. Time limits are considered an integral and important part of this procedure and may not be waived or ignored except by mutual written consent of the parties.
2. If a Grievant fails to carry their grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized and right to pursue the grievance further shall be deemed waived and abandoned.
3. If a supervisor or manager fails to respond within the given time period, the Grievant may appeal their grievance to the next higher level immediately, but in no event later than the required time period for such an appeal.
4. The Grievant may be represented by a union representative or an authorized steward at any level of this procedure.
5. The parties recognize the need to expedite resolutions of all grievances and the above listed time limits are maximums. By mutual written agreement, the parties may waive or consolidate any steps of this procedure.
6. Proof of service shall be accomplished by certified mail, email, or personal service.
7. Any reference to notifying the Union shall mean notification of the Union's Authorized Agent as identified in Article 2.
8. If an employee is not represented by the Union in the grievance meeting, the Union's Authorized Agent may be notified by the employee.
9. The Employer shall advise the employee in advance in a meeting may result in suspension, discharge or other discipline of the employee and their right to have Union representation.
10. If a Shop Steward or other union representative is unavailable at the time of the meeting is to be held, an employee may either proceed without a representative, or request to postpone the meeting to the next business day in order to arrange for union representation.
11. "Business Day" shall mean a day in which the Employer's main administrative office is open for business.

ARTICLE 28. NO STRIKES OR LOCKOUTS

A. No Strikes

During the term of this Agreement, neither the Union nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with the movement or transportation of persons or goods to or from the Employer's premises.

The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate and does not in any way encourage any of the activities prohibited by this Section, which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

B. Discipline

Any employee who participates in any activity prohibited by Section A of this article shall be subject to discharge or such less discipline as the Employer in its sole discretion shall determine without recourse to the grievance procedure; provided, however, that the employee shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person hearing the grievance.

C. Remedies for Breach

The Employer and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section A or D of this article are violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

D. Lockouts

The Employer agrees that there shall be no lockouts during the effectiveness of the Agreement. Shutdowns, layoffs, or curtailment brought about by economic conditions, operational requirements, or Acts of God shall not be considered lockouts.

ARTICLE 29. FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. Full Understanding.

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

B. No Interim Bargaining.

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

The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

C. Modification.

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

D. Waiver

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

E. ADA Compliance

The parties recognize that the Employer may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a past practice or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the Employer.

This section shall not be grieveable nor arbitrable.

ARTICLE 30. SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 31. BENEFITS DEPENDENT UPON CONTINUED STATE FUNDING

The Employer is obligated to fund the economic portions of this Agreement only so long as it receives sufficient funding from the State of California to do so.

Should the State of California, through whatever means, reduce the amount of funds available to the Employer in the Operations Budget such that in the judgment of the Employer's Board of Directors the Employer cannot fund the economic provisions of the Agreement, both parties shall immediately thereafter meet and confer regarding temporary modifications to this agreement.

ARTICLE 32. HEALTH AND SAFETY

The Employer shall: (1) make reasonable provisions for the safety, health, and comfort of employees, (2) provide periodic training in injury and illness prevention to all employees as required by the Employer's Injury and Illness Prevention Program, and (3) establish workplace rules and procedures for maintaining a healthy and safe work environment.

Employees shall follow health and safety rules and procedures established by the Employer. Employees are expected to assist the Employer in injury and illness prevention activities. Employees shall immediately report unsafe or hazardous conditions to their supervisor and/or the Human Resources Department.

An employee injured at work shall immediately report the injury to their supervisor and/or the Human Resources Department. Except in an emergency no employee should leave work without reporting a personal injury. Employees injured at work must complete an incident report as soon as possible, but in any case, within twenty-four (24) hours from the time of the incident. For work-related injuries, employees must be treated by the Employer's occupational health provider unless the employee designates a personal health provider in advance of any work injury. The personal health provider's name, address and phone number shall be submitted in writing to the Human Resources Department.

The Employer agrees that ergonomic principles will be a factor in the selection and purchase of new office equipment. The Employer agrees to train employees in the proper operation and adjustment of relevant equipment. The Employer shall provide individual ergonomic evaluations upon employee request. The Employer agrees to include ergonomics as a key component of its periodic trainings in illness and injury prevention for all employees.

The Employer shall continue the activities of its Safety Committees in each office, which Committees manage the Illness and Injury Prevention Program to provide overall leadership and guidance in health and safety matters. The Union may appoint up to three (3) members from each office to serve on their office's Safety Committee. The Safety Committees will meet at least as frequently as required by law. Meeting minutes will be kept. The specific activities of the Safety Committees shall include all matters required by law and other matters as determined by the Committees. The Safety Committees will make recommendations regarding health and safety procedures and illness and injury prevention measures to the Human Resources Department.

Employees shall not be required to subject themselves to unsafe or hazardous conditions. The Employer shall promptly remedy unsafe or hazardous conditions reported by an employee or by the Union to the Human Resources Department. When such complaints are submitted in writing, the Employer shall provide a written response within ten (10) working days explaining what actions, if any, are necessary or planned to alleviate or remove the hazardous or unsafe condition(s).

ARTICLE 33. TEMPORARY AND CASUAL EMPLOYEES

Temporary and casual employees (whether hired or contracted directly by NBRC or supplied to NBRC by a contracting agency) are defined as those who work on a temporary and/or time limited basis. Employees in this category shall not be subject to the provisions of this Agreement, except if such an employee is employed for more than one thousand (1,000) hours. Upon reaching employment of one thousand (1,000) hours, the Employer shall either terminate the temporary employee, or make the employee a full-time or part-time employee, the employee shall complete the normal Probationary Period. The time the individual worked as a temporary employee shall be deemed "time served" for purposes of the Probationary Period.

Notwithstanding the above, a temporary employee may remain a temporary employee still not subject to this Agreement, even after one thousand (1,000) hours, where the employee is replacing an employee who is on leave.

Temporary workers may apply for open bargaining unit positions at any time. The Employer shall notify the Union immediately when a temporary worker is hired as a full-time or part-time employee.

Without limiting the foregoing, the Employer may temporarily fill a bargaining unit position with a temporary/casual worker during periods when the Employer is actively recruiting to fill the position with a permanent employee or during periods of Operations Budget uncertainty. When the reason the temporary employee is hired is to fill a vacated bargaining unit position until a regular employee is able to be hired, that vacated bargaining unit position will be posted pursuant to Article 14. In the interim, until a regular employee is hired, a temporary employee may be used to fill the position, subject to the above time limits.

Former NBRC employees who are retired annuitants and who are reemployed or contracted for services with the Employer are specifically exempt from the limits specified in this Section and are not subject to the Agreement.

Within 30 calendar days of the effective date of this Agreement, the Employer shall provide the Union and the Chapter President with the names of all temporary, casual and annuitant workers currently performing work for the Employer. The written report shall include the specific bargaining unit job(s) being filled and date(s) of hire, transfer, or termination. Thereafter, the Employer shall not deny a subsequent information request(s) submitted by the Union that seeks this same information provided that such information requests on this issue shall be made no more than twice per fiscal year.

ARTICLE 34 EMPLOYEE HANDBOOK

North Bay Regional Center shall provide notice to all employees of any changes made to the Employee Handbook within thirty (30) days of the change. The collective bargaining agreement shall prevail with any conflicting provisions of the Employee Handbook.

EXECUTION

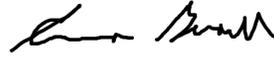
This Agreement is entered into this 29th day of August, 2023, at Napa, California.

FOR NORTH BAY REGIONAL CENTER

FOR SEIU LOCAL 1021



By: Jennifer L. Crick
Director of Administrative Services



By: Del Mallory, Field Director
Signed by Emma Gerould, Field Director



By: Isabel Calder
Chief Financial Officer



By: Heidi Oestreich
Chapter President



By: Susannah J. Galiano, Attorney
LightGabler



By: Amanda Levy
Chapter Negotiator



By: Todd Cooper
Chapter Negotiator

No longer with NBRC

By: LeKrista McBride
Chapter Negotiator

APPENDIX A – BARGAINING UNIT SALARY RANGES TABLE – EFFECTIVE DECEMBER 16, 2022

Job Title	1	2	3	4	5	6	7
Board Certified Behavior Analyst Psychologist Senior Nurse Consultant	\$6,578	\$6,907	\$7,253	\$7,617	\$7,997	\$8,699	\$9,134
Nursing Specialist	\$6,113	\$6,420	\$6,742	\$7,080	\$7,433	\$7,806	\$8,196
Early Intervention Service Coordinator Senior Service Coordinator	\$5,189	\$5,448	\$5,722	\$6,009	\$6,309	\$6,625	\$6,956
Assessment Counselor Community Engagement Specialist Consumer Advocate Diversity and Equity Specialist Emergency Management/Facilities Coordinator Generic Resource Specialist Information Technology Technician 2 Internal Quality Monitor Quality Assurance Analyst Quality Assurance Monitor Rate Coordinator Rate Specialist Resource Developer Self-Determination Program Specialist Senior Companion Program Specialist Specialized Placement Coordinator	\$5,093	\$5,347	\$5,616	\$5,897	\$6,192	\$6,502	\$6,828
Service Coordinator Specialized Service Coordinator 1:40	\$4,571	\$4,801	\$5,041	\$5,293	\$5,558	\$5,836	\$6,128
Participant Choice Coordinator	\$4,487	\$4,712	\$4,947	\$5,195	\$5,455	\$5,728	\$6,014
Information Technology Technician I	\$3,873	\$4,066	\$4,270	\$4,484	\$4,708	\$4,943	\$5,190
Intake Referral Coordinator Medical Records Assistant Senior Companion Coordinator SIR Coordinator Vendorization Coordinator Warm Line Referral Coordinator	\$3,599	\$3,778	\$3,968	\$4,166	\$4,375	\$4,594	\$4,823
Fiscal Assistant	\$3,477	\$3,651	\$3,834	\$4,026	\$4,227	\$4,438	\$4,661
Client Services Assistant	\$3,427	\$3,600	\$3,781	\$3,970	\$4,169	\$4,376	\$4,597
Senior Companion Program Coordinator (hourly)	\$20.76	\$21.79	\$22.89	\$24.03	\$25.23	\$26.50	\$27.81
Office Aide (hourly)							\$17.25