D.S. TA 12-05-24

North Bay Regional Center and SEIU Local 1021 Wage Reopener
December 5, 2024
Employer Proposal #2

Pursuant to the reopener clause in the Agreement between North Bay Regional Center and SEIU, dated November 1, 2022 – December 31, 2025, with language related to Limited Reopener in Article 3., Term of Agreement, for Fiscal Year 2024/2025, NBRC proposes to amend the Agreement, **Article 16**., Wages and Premium Conditions, as follows:

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

Non-exempt employees assigned to work outside their job title to a higher-level job title shall receive hourly premium pay of two dollars and fifty cents ($2.50) per hour worked at the higher job title, and exempt 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.

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 rate of pay as detailed below.

1. Speaking Only: An employee will be compensated at the rate of one hundred and fifty dollars ($150.00) 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 two hundred dollars ($200.00) 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 two hundred dollars ($200.00) 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. The salary for the Office Aide job title detailed in Appendix A will reflect the highest state or local minimum wage applicable to employees performing work for social service non-profit entities, within NBRC's catchment area, excluding any state or local industry-specific minimum wages.

2. Effective on the first business day of the second full payroll period following ratification of this Agreement, for all bargaining unit job titles, the salary schedule will be increased by two and a half percent (2.5%). ~~(3%)~~

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.

Additionally, pursuant to this reopener clause, NBRC proposes to amend the Agreement, **Article 18**., Overtime, as follows:

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.

NBRC will not require any employee to work overtime without the employee's prior consent. All overtime will be voluntary and subject to the employee's availability.

In the event of an emergency situation which may require certain employees to work overtime, NBRC will request to meet and confer with the SEIU.

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.

In addition to the reopener language above amending the Agreement, NBRC acknowledges the combined efforts by its employees which allowed the agency to meet Regional Center Performance Measures outlined by the Department of Developmental Services. NBRC proposes to distribute a one-time lump sum payment to employees.

This one-time lump sum payment will be made to each eligible employee representing two percent (2.0%) of their base salary paid to them between July 1, 2024, and November 30, 2024.

To receive payment, eligible employees must be actively employed by NBRC as of November 30, 2024.

Eligible employees hired after July 1, 2024, will receive a prorated amount based on the length of their employment with NBRC.

Payment will be made no later than Friday, December 20, 2024.

Finally, NBRC agrees to notify the Union by May 15, 2025, if there are available funds remaining from the 2024/2025 Fiscal Year which may be distributed to employees.

Fully Executed TA

On behalf of the union (SEIU Local 1021)
North Bay Regional Chapter:

Dary Sardad
Chief Negotiator, SEIU Local 1021
December 5th, 2024