

**AGREEMENT**

**BETWEEN**

**NORTH BAY REGIONAL CENTER**

**AND**

**SEIU, LOCAL 1021**

**DECEMBER 13, 2017 – DECEMBER 12, 2020**

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2017-2020

## AGREEMENT

BETWEEN NORTH BAY REGIONAL CENTER and SEIU LOCAL 1021

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### ARTICLE 1. RECOGNITION

#### A. Unit

The Center recognizes the Union as the exclusive bargaining agent for all employees in classifications set forth below including all professional employees of the Center including Psychologists, Nurse Specialists, all full-time and regular part-time employees of the Center including Service Coordinators, Service Coordinator Early Intervention Service Coordinators, Client Services Assistants, Consumer Advocates, Special Incident Report Coordinators, Fiscal Assistants, Assessment Counselors, Personal Assistants, Office Aides, Senior Service Coordinators, Quality Assurance Monitors, Senior Nurse Consultants, Warm Line Referral Coordinators, Intake Referral Coordinators, Internal Quality Monitors, Information Technology Technician 2, Software and Reporting Specialist, Board Certified Behavior Analyst, Diversity and Equity Specialist, Vendorization Coordinator, Community Services Coordinator, and Resource Developers, and excluding all other employees, confidential employees, managerial employees, Accountant, temporary employees and guards and supervisors as defined by the Act. All future non-management and non-confidential and non-guard employees shall be included in the bargaining unit, excluding temporary, casual and Grant-funded employees.

#### B. No Discrimination

1. Neither the Center 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, or age.
2. The Center 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. Center'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 (530) 917-8141  
Service Employees International Union, Local 1021  
5450 Power Inn Road Sacramento, CA 95820

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 December 13, 2017, and shall remain in effect through December 12, 2020. 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.

### **ARTICLE 4. CENTER RIGHTS**

Center 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 Center 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 Center 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 Center;
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 Center employees and the services to be provided;
15. To take action deemed necessary to provide for the safety of employees and clients;
16. To classify positions;
17. To establish initial salaries of new classifications after notification of 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 Center Facilities**

With one (1) week advance notice to the Director of Administrative Services (or delegate) the Union may request use of Center 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 regional center.

## B. Shop Stewards

The Center 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, plus one alternate for each steward. The alternate shall act as a steward only in the absence of the primary designated steward for that facility. 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 Center with a list of Shop Stewards and Chapter Officers and notify the Center of any changes..
3. Released 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 supervisor of the employee requesting assistance and the supervisor of the Shop Steward shall receive notification prior to when time off is taken.

## C. Union Representative Access

A duly authorized representative of the Union shall be permitted access to the Center'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 Center prior to such visit. The Union shall promptly advise the Center 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 his/her 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 his/her designee and up to five (5) persons chosen by him/her.

Any item to be considered by the discussion group shall have been agendaized 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 Center.

## 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 the Center, within thirty (30) days of first employment at the Center, execute the appropriate documents, which shall be provided by the Center, 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 the employer 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 his or her 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 his/her 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 Center will provide payroll deductions to the Union on the following terms:

1. Authorization. The Center shall deduct dues and initiation fees (or service fees or charitable contributions in lieu of union dues and initiation fees) 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 Center in writing the current rate of membership dues. The Union will notify the Center 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. Once a month, the Center shall supply the Union and the Chapter President with:
  - a. The name, classification, mailing address, and date of hire of any newly hired employee and
  - b. The names of any employees who have terminated employment during the previous month, plus
  - c. The names and date of transfer or reclassification for any employees who were transferred or reclassified.

The report is due by the 15<sup>th</sup> of each month and shall reflect the previous calendar month's activities.

#### E. Indemnification

The Union shall indemnify and hold the Center 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 Center at the request of the Union under the provisions of this Article or through the proper execution of this Article.

#### F. Orientation.

The Center shall provide the Union fifteen (15) minutes of orientation time at each of the Center's regularly scheduled Orientation Presentations.

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

The Center will provide access to the whole agency broadcast feature of the voice mail phone system. Broadcast voice mail must be transmitted to the entire agency if union-related. The Center

will furnish bulletin board space in each work location using currently available space. Only the voice mail broadcast feature and areas designated by the Executive Director or his/her designee may be used for posting of notices. The posting space shall be in a common employee area. Whole agency broadcast voice mail and bulletin boards shall only be used for the following notices:

- A. Scheduled SEIU meetings, agenda, and minutes;
- B. Information on SEIU elections and the results;
- C. Information regarding SEIU social, recreational, and related news bulletins;
- D. 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 notices to be posted must be dated and signed by an authorized representative of the Union. Center equipment, materials, supplies, or interdepartmental mail systems shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by Center 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 that 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. 5 b. 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 unit employee desiring to resign shall give at least two (2) weeks written notice of his/her 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 his/her 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 his/her original classification at his/her 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 his/her former classification at either the request of the employee or management, reasonable effort will be made to place the employee in the location of his/her choice, while considering the needs of the Center.

## ARTICLE 9. EVALUATIONS

### A. Frequency and Purpose

1. Each employee will receive at least one (1) performance review a year. More frequent evaluations may be made in response to performance problems, or as letters of recommendation. A report will be filed immediately prior to the employee's anniversary date.
  - a. Employee evaluation reports become a permanent part of the employee's personnel file.
  - b. The employee evaluation report will be discussed with the employee, and the employee may provide written comments which will accompany the report in the file.
2. Probationary employees shall receive a performance report at approximately three (3) month intervals. A probationary employee may be dismissed at any time during probation upon recommendation of his/her supervisor.
3. Newly promoted employees or employees who have transferred laterally to a different classification shall complete a four (4) month probation period in the new position. They will be evaluated at approximately two (2) months and approximately four (4) months by their supervisor.
4. For classifications not possessing a standardized performance evaluation tool, the supervisor and employee(s) will identify performance objectives for that classification. The objectives should be made known with sufficient time to show progress prior to the employee's evaluation, preferably one (1) year in advance.
5. At the time of the performance review, the supervisor will meet with the employee to discuss the degree of accomplishment of objectives and to plan future objectives. A written report of performance shall be provided to the employee as a result of this meeting.

In addition to specific performance objectives, the report will address employee performance problems, training needs and recommendations for salary increase or promotion. If an employee's merit increase is denied, the Supervisor shall, no later than 120 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

merit increase. If the performance has not reached an acceptable level, the Employee shall not be considered for such merit increase until the time for the next merit increase is reached.

6. All evaluations may be discussed with the Center's designated Reviewing Officer. If the employee contests the evaluation as inaccurate or incomplete, the employee may submit a written statement through his/her supervisor to be attached to the evaluation 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 his/her 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 its being entered in his/her 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 his/her 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 Regional Center 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 unit employee desiring to resign shall give at least two weeks written notice of his/her intention to resign. An unexcused absence of three (3) days will be considered a resignation. Persons eligible to retire and desiring to do so should 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 his/her 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 his/her 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**

If it is necessary to reduce the Center's workforce because of lack of funds, lack of work, to enhance efficiency or to curtail operations, the Center's Executive Director will determine the classes and number of bargaining unit positions to be reduced. The Center's RIF plan will comply with all Federal and State laws to ensure that it does not have a disparate impact on minority employees in the workforce. Layoffs within a class will be determined by considering seniority, providing the remaining employees possess the necessary skills and abilities to perform the work. Seniority notwithstanding, employees currently under Plans of Correction may be laid off prior to other employees in the same class. All non-regular employees in bargaining unit positions within a class shall be laid off before any regular bargaining unit employees.

1. For the purposes of this article, Assessment Counselor shall be considered a separate classification within the counselor class series.

2. All Nurses shall be considered in a single class. All Psychologists shall be considered in a single class. Office Assistants and Fiscal Assistants shall be considered in the same class series.
3. When there is more than one employee with the same seniority next in line for layoff, the order of layoff shall be determined by the employees' last performance reports based upon the "overall" ratings. Should the tie not be broken by the above procedure, the employee to be laid off 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 plan of correction may:

1. Elect demotion to a vacant position in a class with a lower maximum salary within the same class series. Management shall determine which positions are considered vacant for this article.
2. Bump (displace) another employee with less seniority in a class in which he/she has previously served a successful probationary period with the Center.
3. Bump another employee with less seniority in a lower class within his/her own class series.

Senior employees may only bump to classes for which they possess the minimum qualifications. Employees displaced by this process shall be treated as laid off for the purposes of this article. Persons on a Plan of Correction may be allowed to exercise bumping rights with written approval of the Executive Director.

E. Reemployment

The names of regular and probationary employees laid off shall be placed on the reemployment list and called back for the classification involved by reverse order of layoff. Employees shall be called back by certified mail when other means are unsuccessful. 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 his/her former site and one other site, then his/her name shall be removed from the reemployment list. Otherwise, the employee shall have his/her name removed from such list at the end of eighteen (18) months from the date of layoff.

F. Restoration of Benefits

Employees who are reemployed within eighteen (18) months after they are laid off will be entitled to reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff. Such employees shall resume the accumulation of continuous service credit, losing only such time as they were in the laid off status. Upon reemployment, the employee shall be placed on the salary schedule at the same step as when he/she was laid off. With management's approval, an employee returning from a layoff of less than six (6) months may buy back vacation time for which he/she was 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 classification, shall be exempt from the effects of this agreement. However, a 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 his/her previous classification 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 he/she is qualified. In the alternative, an incumbent 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 he/she 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. Accrual

An employee at North Bay Regional Center earns one 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 month seniority of a full-time employee is equal to one month seniority of a part-time employee.

B. Classification Seniority

Seniority in a bargaining unit position shall mean all time served by an employee in a current bargaining unit classification, plus all time served in other bargaining unit classifications

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.

C. Seniority Lost

Seniority is lost when an employee has permanently separated from employment (excluding layoff of less than one year.) Except during periods of work-share or work furloughs, no seniority is earned during periods of layoff, leave without pay, or other periods in a non-pay status.

D. Reinstatement

At the discretion of management, employees may be reinstated to a position previously held with the Center within six (6) months after separation. Employees so reinstated shall return with the amount of seniority held at the time of separation.

E. Grant Funded Employees

Grant funded employees are temporary employees of North Bay Regional Center. If their service with the Center 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. TRANSFER AND REASSIGNMENT

A. Posting

The Center 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 classification for the position involved, the name of the supervisor of the position, the computer code for case management positions, the geographic location, and the working hours, if these are different from normal working hours.

B. Transfer

Post probationary 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 Center. The employer shall consider the seniority and performance of the transfer applicant, and shall provide a reason based on Center needs for any transfer request that 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 outside applicant or a current employee for promotion to the open position.

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

C. Reassignments

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

**ARTICLE 15. TRAINING**

The following training opportunities shall be available for employees who have completed the six (6) months of service and shall be contingent on available funds in the budget and prior approval of Center management.

A. Required Training

If training is required by the agency to update or maintain the employee's current skills, the Center will pay all costs involved: salary, tuition, travel, and per diem. Training time beyond normal working hours will be compensated with pay at the overtime rate for overtime eligible employees. Required training shall not be considered "Education Leave" for purposes of paragraph E of this Article. The Employer reserves the right to send employees in the probationary period to training the Employer deems essential for their orientation to work at NBRC.

B. Reimbursed Training

Training that is not required but pertains to an employee's responsibilities may be approved by an employee's supervisor. Up to eight (8) hours paid Education Leave per day may be approved for such training. Reimbursement of tuition and travel may be made to the employee at the end of the fiscal year, if the Regional Center's administrative budget permits.

C. Partial Funding

Upon recommendation of the employee's immediate supervisor and with prior approval of the Executive Director, training aimed at individual growth or development (skills not currently used) may be partially funded as follows: The Center will pay up to \$100 per individual per semester, not to exceed the cost of the program, or \$200 per fiscal year. This training which would typically be formalized college classes must be on the employee's own time.

D. Professional Meetings

Upon recommendation of the employee's immediate supervisor and with prior approval of the Executive Director, employees may attend professional meetings on paid time (during normal work hours only) when such meetings are deemed to be beneficial to the Center.

E. Education Leave

Up to eighty (80) paid working hours per calendar year may be granted to an employee to attend training that 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 Center shall respond to a request for use of Education Leave within two (2) weeks of the receipt of the request.

F. Sabbatical Leave

Unpaid sabbatical leaves of up to one year may be approved by the Director to improve an employee's knowledge in his/her current position through formal education or research. At the end of the sabbatical, the employee will return to a position in his/her former classification. Time on sabbatical shall not count as time worked or served for any purpose.

G. Supervisor's Obligation

A supervisor is not obligated to endorse any training if the employee's absence would adversely affect operations or the supervisor does not feel the training will benefit the unit.

H. Reimbursement for Out-of-State Travel

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

All requests for funding of Out-of-State-Travel must be approved by the management committee. Total payment for such travel shall be limited to per diem and hotel charges as specified by the Board of Directors, plus an amount not to exceed that which is equal to the round trip air fare between a Bay Area airport and San Diego California on a daytime coach basis.

I. Preclusion and Compulsion

Nothing in this section shall preclude the employer from nor compel the employer to authorize changes in an employee's work schedule to enable the employee to attend a regular day class.

## **ARTICLE 16. WAGES AND PREMIUM CONDITIONS**

A. Wages

For the term of this Agreement, Center agrees to increase salaries by 100% of the stated State C.O.L.A. passed to the Center for personnel-related funding. Such increase is to be effective on the date the State C.O.L.A. is granted to the Center. This subsection is subject to the terms of the Grievance Procedure. A salary schedule for all bargaining unit classifications 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 promotion, unless the employee is hired or promoted on the first workday of the pay period, in which case the employee's anniversary date is his/her date of hire.
2. Change. A promotion which results in more than a four percent (4%) salary increase shall change an employee's anniversary date. 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 month or part thereof of the total leave taken. Breaks in service shall also cause a change to a new anniversary date.

C. Salary Step Advancement

Merit salary 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 years at the fifth (5th) step. Advancement to the seventh (7th) step may be granted after three years at the sixth (6th) step. Any advancement is conditioned upon acceptable performance as determined by the employee's supervisor. If an employee's merit increase is denied, the Supervisor shall, no later than 120 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 merit increase. If the performance has not reached an acceptable level, the Employee shall not be considered for such merit increase until the time for the next merit increase is reached.

D. Salary on Promotion

A promoted employee shall be entitled to the salary step in the higher salary range which is closest to five percent (5%) greater than his/her 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 position in a classification 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 position in a classification 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. Temporary Assignment to a Higher Classification

An employee who is authorized and assigned to fulfill all of the duties of a higher-level classification shall be compensated at five percent (5%) over and above his/her normal base rate beginning with the eleventh (11th) workday of such assignment. The eleven (11) workdays must be in the same calendar year, but need not be consecutive workdays.

G. Bilingual Pay

An employee required by management to use a language other than English (including signing) at least ten percent (10%) of the time shall be compensated at the rate of \$100.00 per month over his/her normal monthly rate for possession of speaking skills in an alternate language or \$ 150.00 per month for the employee who can also write the alternate language correctly in a grammatical sense. Signing shall receive the \$ 150.00 rate.

H. Hourly Conversion Factor

An employee's normal hourly rate is derived by dividing his/her monthly rate by 173.3.

I. Classification - Job Descriptions

The Employer shall maintain a job description for each classification set forth in the Salary Schedule attached hereto. Each employee shall thereafter receive a copy of his or her job description. New or revised job descriptions shall be available to the employee and communicated to the Union as soon as possible.

J. Performance Based Lump Sum Payment

All bargaining unit employees will be eligible for a performance based lump sum payment from a total pool equal to a minimum of two percent (2%) of the total fiscal year wages paid to all bargaining unit employees for the fiscal years ending June 30, 2007, 2008, 2009, and 2010, payable on August 1 of each respective year, if certain performance based criteria are met. The performance based criteria, for each respective year, shall be established in the sole discretion of the Employer, after a meet and confer session with the Union.

K. Salary Range Increases

1. December 16, 2018. The salary ranges actually being paid prior to that date will be increased two percent (2%) .
2. December 16, 2019. The salary ranges shall be increased by two percent (2%).
3. On December 27, 2017, two weeks after ratification of this agreement, a payment will be made to each employee of a lump sum of two percent (2%) of the employee's then annual base salary.

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 classifications only if the Union agrees to such a proposal.

## ARTICLE 17. WORK HOURS AND WORK LOCATION

### A. 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 his or her 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 work day between 7:00 a.m. and 9:30 a.m. Different schedules may be approved in the sole discretion of management.

### B. Work Location

Each employee shall be assigned one or more work locations. One such location shall be designated as the employee's primary work location.

### C. 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.

### D. No Guaranteed Work Week

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

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

F. Flexible Work Locations

Staff may work at alternative locations in the community before or after scheduled field visits with prior notification to and approval of the employee's supervisor. Such time spent at a flexible work location shall not extend beyond the period(s) authorized and shall reflect a more efficient use of the employee's time and cost effective use of Center 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 Center needs. The employee must provide contact information so that he/she can be reached at the community work location.

The immediate supervisor may deny specific requests if the supervisor deems it unwise for any business reason, including, but not limited to, the supervisor's view that a location is inappropriate for work, the time requested is excessive or the employee's presence is required at the office or other business location for the time period(s) requested.

G. Alternative Work Schedule (9/80 work week)

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

1. Only employees who have completed three (3) years of service may request to work a 9/80 alternative work schedule.
2. Employees may request such a schedule only if a suitable fellow employee in the same classification agrees voluntarily to serve as a "buddy," or partner who will agree to cover the duties and responsibilities of the employee on work days when the employee is absent due to his/her 9/80 alternative work schedule.
3. An employee who is approved to work a 9/80 alternative work schedule may do so for no more than one (1) year, and must reapply for additional approvals thereafter.
4. The Center may require an employee working a 9/80 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.
5. The employee's immediate supervisor may approve or disapprove a request to work a 9/80 alternative work schedule, based upon (1) whether the supervisor determines the duties of the classification or position can be satisfactorily performed on such a schedule, or (2) the employee's performance. The immediate supervisor may remove the employee from an approved 9/80 alternative work schedule based upon unsatisfactory performance. Any employee denied or removed from a 9/80

alternative work schedule based upon unsatisfactory performance shall have received a formal letter of counseling.

6. An employee working a 9/80 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.
7. An employee who is approved to work a 9/80 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 his/her supervisor of which day he/she plans 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 his/her vacation accrual to be compensated for the ninth hour or the employee may work an additional hour on another workday within the same pay period.

#### H. 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 that 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.

#### 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 judgment. Service Coordinator

#### 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

An employee may not work overtime without advanced authorization of his/her immediate supervisor except in an emergency or because of unforeseen circumstances beyond control of the employee. If one of the exceptions above applies, the employee shall seek and obtain the authorization of his/her supervisor at the earliest time within the normal course of business. An employee 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. Scheduling After Overtime Work

An employee who works any overtime in a given workweek and has not had such overtime approved in advance, shall be paid the overtime as required by law, but shall be scheduled for fewer hours in the current or following workweek as follows:

1. An employee shall reduce his current or next work week by hours equal to one and one-half (1½) times the number of hours worked:
  - a. in excess of eight (8) hours in any workday;
  - b. in excess of forty (40) hours in any workweek; and
  - c. on the seventh (7th) consecutive day of work in any workweek.
2. An employee shall reduce his current or next work week by hours equal to two times (double) the number of hours worked:
  - a. in excess of twelve (12) hours in any workday; and
  - b. in excess of eight (8) hours on the seventh (7th) day of work in any workweek.

The employer may, in its sole discretion, require the employee to make the required reduction of hours in a subsequent workweek.

#### H. Operational Policy for “Exempt Status” Employees

Exempt employees are paid a fixed sum for all of the hours they work in a pay period, whether many or few. It is required that exempt staff accomplish their work, using independent judgment and discretion, so that 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 are required to utilize the sign-out board in regard to daily schedules, except in emergency situations.
2. Accumulated leave time shall be taken in whole working days. Partial day time off shall not be charged to accumulated leave time.

#### I. 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

With one exception per calendar year, an employee must have worked or be on pre-approved paid time off both his/her scheduled workday before and his/her scheduled workday after a given holiday in order to be eligible for Holiday Pay. 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. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Thanksgiving Day
- i. Day after Thanksgiving
- j. Christmas Day
- k. Two (2) Floating Holidays (plus a third (3d) Floating Holiday for employees who have completed five years of service) to be scheduled by request of the employee and approval of his/her supervisor (See D. below)

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. Floating Holiday Eligibility

1. First: The first floating holiday shall be available immediately upon hire to any employee hired prior to Veteran's Day, or at the beginning of the calendar year for ongoing employees.
2. Second: An employee becomes eligible for the second floating holiday after completion of six (6) months of satisfactory service, or at the beginning of the calendar year for ongoing employees.



3. Third: An employee becomes eligible for the third (3rd) floating holiday after completion of five (5) consecutive years of service, and thereafter, at the beginning of each calendar year.

General: If the employee uses a floating holiday during the first six months of the calendar year and resigns prior to the end of the first six months of the calendar year, the floating holiday shall be deducted from the employee's vacation accrual or final paycheck. A floating holiday that the employee fails to utilize is lost if not utilized by the end of the calendar year.

#### E. 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 and Dental Insurance:

##### 1. Employee Only and Employee Plus One Dependent Coverage

The Center agrees to pay 100% of the cost of employee only medical and dental coverage up to the maximum Employer contribution rate for employee only coverage, which as of the beginning of this Agreement, was \$ \$687.00 per month. The Center also agrees to pay 100% of the cost of employee plus one dependent medical and dental coverage up to the maximum Employer contribution rate for employee plus one dependent coverage, which as of the beginning of this Agreement was \$ \$1443 per month.

##### 2. More Expensive Plans and Family Coverage

Any employee choosing Employee Only medical and dental coverage that costs more than the maximum Employer contribution for Employee Only coverage shall pay the amount that exceeds the maximum Employer contribution for Employee Only coverage.

Any employee choosing Employee Plus One Dependent medical and dental coverage, or Family Coverage, that costs more than the maximum Employer contribution for Employee Plus One Dependent coverage shall pay the amount that exceeds the maximum Employer contribution for Employee Plus One Dependent coverage.

##### 3. Annual Changes In Maximum Employer Contributions

The Employer will continue to pay 100% of Employee Only coverage up to the maximum employer contribution, or 100% of Employee Plus One Dependent coverage up to the maximum employer contribution, effective September 1, 2010, and in future years, so long as the selected options do not exceed the amounts listed below

<u>Effective</u>	<u>Employee Only</u>	<u>Employee + One</u>
January 1, 2012	\$687.00	\$1443.00

If the cost exceeds the maximum employer contribution in the chart above, the employee shall pay all costs that exceed the amount in the chart.

The Employer agrees to meet and confer with the Union prior to changing medical or dental plans.

4. Domestic Partners

Employees may, where possible under the applicable plans, purchase insurance for domestic partners.

B. Health Supplement

For employees who either (1) select Employee Only coverage, or (2) choose not to utilize any medical insurance, the Employer will pay such employee effective January 1, 2011, \$130.00 per month for the employee to use to pay any extra medical or dental cost not paid by the Employer, or to use for any other purpose the employee may choose.

C. Long Term Disability Insurance (LTDI)

The Center shall provide the current LTDI policy with a maximum benefit of \$2500.00 per month. The waiting period shall be 60 days.

D. Retirement

The Center shall continue to maintain the current 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.

E. Health Coverage Continuation

When an employee has exhausted all sick leave and vacation benefits while off work on a disability, the Center will continue to contribute its share toward the employee's health 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. Life Insurance

The Employer will provide a life insurance benefit equal to twice the employee's annual salary, not to exceed \$150,000.

## ARTICLE 21. REIMBURSEMENT OF EMPLOYEE EXPENSES

### A. Mileage

Employees who use their private vehicles while on Center business will be reimbursed for the full cost of parking or tolls and shall be reimbursed at the per mile rate paid to state employees, as determined by the California Department of Personnel Administration. The Center shall reimburse costs for the prior month if submitted properly and by the required time. Such reimbursement shall be by separate check payable not later than the second regular payday of the month.

### B. Driving Qualifications

Upon hire only, an employee required to drive for business purposes must submit a valid California driver's license, proof of insurance, and a copy of the current DMV record. With just cause, the Employer may request a current copy of the employee's DMV record, in order to insure 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 incidences that negatively impact the 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 that 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 he/she cannot for whatever reason maintain the minimum legal automobile liability insurance required by the State of California, it is the employee's responsibility to make alternate arrangements to fulfill the essential functions of his/her job. If an employee requires accommodation due to a legally recognized disability under the American's with Disabilities Act, the employer will fulfill its obligation under the law to reasonably accommodate the employee.

### D. Cell Phone Expenses

Beginning January 1, 2018, for those employees who are required by the employer to use a cell phone on the job when working away from the regional center offices, the employer will pay a flat rate of forty dollars (\$40) per month, whatever the usage. The

employer will designate those employees required to use a cell phone on the job when working away from the regional center offices, which shall include those employees who are obligated to check voice messages at periodic times when working away from the regional center offices. Should a Supervisor contact the employee outside their normal shift schedule applicable overtime shall be paid to said employee. Employees may forward their office extension to their cell phones but are not required to do so.

The Employer reserves the right to provide written notice changing the designation of which employees are required to use their cell phones as it sees fit in its sole discretion.

E. AED Defibrillators

North Bay Regional Center agrees to purchase two (2) AED Defibrillators, one (1) for the Napa office and one (1) for the Santa Rosa Office. The Employer will provide notification to all employees of the location of the AED's.

## ARTICLE 22. VACATION

A. Accrual

All non-probationary unit employees, and probationary employees who have completed three (3) months of service, who are employed on a continuous basis shall accrue vacation credits on the basis of the schedule below.

B. Schedule of Accrual

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

<u>Continuous Service</u>	<u>Hrs Earned/Hr Paid</u>	<u>Max Hrs/Yr</u>
1st year	.0385	80
2nd year	.0423	88
3rd year	.0462	96
4th year	.0500	104
5th year	.0538	112
6th year	.0577	120
7th year	.0615	128
8th year	.0654	136
9th year	.0692	144
10th year	.0730	152
11th-15 years	.0769	160

16th year	.0807	168
17th year	.0846	176
18th year	.0885	184
19th year	.0923	192
20th year and over	.0962	200

2. Only regular hours paid by the Center shall affect vacation accrual.
3. An employee shall not accrue vacation during the first three (3) months of his/her probationary period but shall be granted a vacation balance equal to .03846 for all regular hours worked during said period after he has been employed continuously for at least three (3) months.
4. Except as provided above, this schedule shall be effective for all unit employees effective the first payroll period after the beginning date of this Agreement.

C. Payment on Separation

Employees who leave the Center service shall be paid for accrued but unused Vacation.

D. Scheduling of Vacation

For persons who accrue fewer than four weeks' vacation per year, at least one week shall be taken during the year. Persons who accumulate four weeks per year or more shall take at least two weeks in block of one week or more. Requests for preference must be turned into the employee's supervisor according to the announced schedule. Employees who do not turn in requests or whose requests cannot be honored, shall have their leave scheduled by the supervisor after discussion with the employee.

E. Approval for Use of Vacation

All use of vacation requires supervisory approval. Except as listed below, approval of the employee's supervisor (or higher level manager in the supervisor's absence) must be obtained at least one week in advance of the requested date of use. The exceptions to the one week notice period are:

1. Vacation scheduled by the Supervisor in accordance with D. above,
2. Vacation authorized in writing by the Executive Director (or designee) because of extraordinary circumstances,
3. Up to sixteen (16) hours per year may be used by an employee to accommodate emergencies and unforeseen circumstances.

F. Maximum Vacation Accrual

An employee shall cease to accumulate vacation when s/he reaches a maximum of amount of 240 hours accrued. The employee shall be alerted when s/he is approaching the 240 hour limit by written notification on January 1 if approximately 220 hours have been accrued, so that vacation may be scheduled by the employee and her/his supervisor.

G. Vacation Cash Out

Each June 1, the Employer may, or may not, choose, in the Employer's sole discretion, to permit employees who have more than eighty (80) hours of vested but unused vacation to cash out vacation that is in excess of eighty (80) hours, up to a maximum of eighty (80) hours, with the precise amount that may be cashed out to be determined 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. The payment shall be made no later than June 30 of each contract 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 his/her control because of illness or injury. Use of accrued sick leave shall be allowed for the following purposes only:

1. An illness or injury which incapacitates an employee from doing his/her work at the normal workplace.
2. Quarantine of an employee for avoidance of spread of disease.
3. The illness or injury of a unit member's immediate family member requiring the employee's attendance to personally care for such family member. The use of an employee's sick leave for this purpose shall be limited to no more than ninety-six (96) hours per calendar year.
4. For medical and dental appointments of the employee which cannot be scheduled during non-working hours.
5. For Bereavement Leave as defined in Article 25A.
6. For a verified period of illness or injury during a scheduled use of vacation.

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 his/her immediate supervisor, either directly by telephone or by a voice mail message to the immediate supervisor, 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 or person assuming the role of spouse, or parent.

H. Integration With State Disability Payments

Where an employee is eligible to receive disability insurance payments, the employee may, at his/her option, receive the equivalent of his/her full disability benefit payment plus such portion of his/her accrued sick leave pay or accrued vacation when used in lieu of sick leave as shall aggregate to an amount equal to but not exceeding the employee's regular take home pay and paid family leave benefits. The same shall apply to Workers' Compensation payments and Paid Family Leave benefits. The method for administering this section shall be determined by the Center.

## ARTICLE 24. CATASTROPHIC LEAVE

The Catastrophic Sick Leave Bank is designed to assist employees who have exhausted accrued leave time due to a catastrophic illness or injury. The program maintains a bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation and/or sick leave be deducted from those account(s) and credited to the Catastrophic Sick Leave Bank. An eligible employee may withdraw hours from the Bank so that he/she can remain in paid status for a longer period of time thus partially ameliorating the financial impact of the illness or injury.

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 his or her available sick leave at the time of the donation.
3. An employee may donate up to 10% of his or her available vacation time 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 fall below six hundred (600) hours, the Center agrees to enact an emergency donation period for two (2) weeks. Emergency donations will be executed under the same provisions and stipulations provided in this Article.

**B. Eligibility**

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

1. They are off work twenty-one consecutive calendar days with an injury or illness that started while they are an employee of NBRC and that meets the requirements of Article 23. B. of this Agreement.
2. They have integrated their own sick and other available leave with State Disability and/or any other payments as described in section 23 H of this Agreement and they have used all of their accrued leave (sick, vacation, floating holidays) before receiving hours from the Bank.
3. The injury or illness is expected to last at least two weeks after all accrued leave is used.
4. They submit 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 illness or injury.
5. They submit a written request for withdrawal from the Bank to the Human Resources Department no later than 14 days after the initial twenty-one consecutive day period. Requests may be initiated when it is anticipated that the injury or illness will result in use of all accrued leave.



6. Catastrophic Sick Leave shall not be used for elective surgery. Elective Surgery defined: Any surgical or medical procedure that is not directly related and medically needed to remedy the employee's illness or injury.
7. They must use and integrate any other compensation benefit that is available to them while withdrawing benefits from the Catastrophic Sick Leave Bank.

C. Withdrawal

1. Employees with less than two years of service with the Employer are eligible to withdraw up to 25% of the total hours in the Bank not to exceed 56 hours per calendar year.
2. Employees with two or more years of service with the Employer are eligible to withdraw up to 25% of the total hours in the Bank not to exceed 112 hours per calendar year.
3. Employees with three or more years of service with the Employer are eligible to withdraw up to 25% of the total hours in the Bank not to exceed 224 hours per calendar year.
4. Employees with four or more years of service with the Employer are eligible to withdraw up to 25% of the total hours in the Bank not to exceed 336 hours per calendar year.
5. Time shall be deducted from the Bank as it is used by the eligible employee.
6. Employees may not earn sick leave nor vacation time while using time from the bank.
7. Time is paid at the rate of pay earned by the recipient of the hours.
8. An eligible employee may withdraw from the Bank multiple times per calendar year not to exceed the established caps in Section C of this Article.
9. All time spent on Catastrophic Sick Leave shall be considered leave without pay for purposes of vacation and sick leave accruals. Health insurance premiums shall continue to be paid by the Center while an employee is on Catastrophic Sick Leave, up to the employee's approved withdrawal hours as identified above in paragraphs 1, 2, 3, or 4.

D. Anonymity

Anonymity shall be maintained for donors 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, up to four (4) days paid leave may be utilized as Bereavement Leave. Additional days may be utilized from Sick Leave, Vacation, and Floating Holidays. 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. Bereavement leave shall be requested and used no later than two (2) weeks after the death occurs.

B. Jury Duty

Since jury duty is the legal responsibility of all citizens, 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. Any pay the employee receives for this jury duty must be reimbursed to the Regional Center if the employee wishes to have his/her salary continued during the first fifteen (15) days of such jury service. The employee must attach the notice to serve on the jury to their time sheet to receive pay for the first fifteen (15) days of jury duty.

C. Leave Without Pay

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. A Leave Without Pay must be requested by an employee who has exhausted all paid leave accruals available for use. Consideration will be given to the need for the leave on the Center'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 Center's Director. Absence without leave shall be cause for disciplinary action up to and including termination.

This leave shall be available for up to a six-month period for parental leave purposes upon adequate notice from the employee.

D. Leave While on Probationary Status

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.

E. Benefits While on Leave Without Pay

Except as required by law or this Agreement no benefits, holidays, or paid leave shall accrue to an employee on Leave Without Pay.

## 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 his/her unsatisfactory performance, the supervisor may utilize a variety of options, including a Verbal Counseling, a written Formal Counseling with a meeting, or a Written Reprimand/Plan of Correction, depending 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 Counseling, a written Formal Counseling with a meeting, or a Written Reprimand/Plan of Correction, depending on the severity of the behavior.

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 Reprimand/Plan of Correction(s) in an effort to resolve performance or disciplinary problems prior to implementing more severe disciplinary action. A Written Reprimand/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 Reprimands/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 Reprimand/Plan of Correction
2. Suspension Without Pay/Plan of Correction
3. Demotion/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 that may result in suspension, discharge or other discipline of the employee and his/her right to have Union representation. The employer shall advise an employee of the right to have a Union representative present in a meeting purely to communicate discipline.
2. The employee may be represented by a Union representative, a union shop steward, or the employee of his/her choice 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 working day in order to arrange for the employee to be represented by the union, a shop steward, or the employee of his or her choice.
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

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

B. Employees

1. Under this Article, employees are permitted to file grievances in three specific areas:
2. Grievance of an Evaluation (under the conditions described in section F. 1 of this procedure);
3. Grievance of Four Types of Discipline (under the conditions described in section F. 2 of this procedure); and
4. Grievance of a Breach of a Specific Provision of this Agreement (under the conditions described in section F. 3 of this procedure);

C. Employer

The Employer may file a grievance against the Union regarding the alleged breach of a specific provision of this Agreement, as set forth in section J entitled "Employer Grievances."

D. Scope of Arbitration

Grievances under section F. 1, (Grievance of an Evaluation), and Grievances of a Written Reprimand, or suspension of less than three (3) days under section F. 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 F. 2 involving demotion, suspension of three (3) or more working days, or discharge, and grievances under F. 3 (Grievance of a Breach of a Specific Provision of this Agreement) may be appealed to Arbitration.

E. Probationary Employees

A newly hired probationary employee may be terminated with or without cause, and said newly hired probationary employee may not grieve such a termination of employment.

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

F. Types of Grievances

1. Grievance of an Evaluation

All evaluations may be discussed with the employee's Reviewing Officer. If the employee contests the evaluation as inaccurate or incomplete, the employee may submit a written statement through his/her 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 G steps 1 through 3.

2. Grievance of Four Types of Discipline:

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

- a. Written Reprimand/Corrective Action Plan
- b. Suspension Without Pay/Corrective Action Plan
- c. Demotion/Corrective Action Plan

d. Discharge

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

An employee may also 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 that adversely affects the grievant.

Alleged violations, misapplications, or misinterpretations that affect more than one employee in a substantially similar manner may be consolidated at the discretion of either management 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 that 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.

G. Steps in Grievance Procedure

Step 1. Informal Resolution

Within ten (10) working 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 his/her grievance with his/her immediate supervisor. The Grievant shall identify the discussion as the informal attempt to resolve a grievance. A supervisor shall have ten (10) working days to give an answer 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 his/her supervisor (or designee). This written formal grievance must be filed within ten (10) working days of the Supervisor's answer in Step 1 or, if no answer is given, within ten (10) working days of the final day by which the Supervisor was required to provide an answer.

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) working days after receipt of the formal grievance, and within ten (10) working days of the meeting, provide a written answer to the grievant and the Union.

Step 3. Appeal to Executive Director

If the grievant is not satisfied with the written answer from his/her 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) working days from the date the answer was provided, or if not provided, from the date the answer was due.

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

Within ten (10) working days of the meeting, the Executive Director or designee shall give a Written Answer to the grievant, which answer shall be final and binding.

For grievances under section F. 1, (Grievance of an Evaluation), and Grievances of a Written Reprimand, or suspension of less than three (3) days under section F. 2 the Step 3 Written Answer 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 F. 2 involving demotion, suspension of three (3) or more working days, or discharge, and grievances under F. 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) working days of receipt of the Executive Director's or designee's Written Answer.

#### H. 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) working 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) working 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. Deadline for Arbitration to be Held

The Arbitration shall be scheduled and held no later than three (3) months following the filing of the Notice of Intent to Arbitrate, absent mutual written agreement to extend the three month limit, or the grievance shall be deemed abandoned. If the selected arbitrator's earliest available date is beyond the three months period, the period shall be extended to the earliest available date of the arbitrator. The parties may by mutual agreement extend the period in the event of unforeseen circumstances, which agreement shall not be unreasonably denied.

3. 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.

4. 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 Center. Each party, however, shall bear the cost of its own representation including preparation and post-hearing briefs, if any.

5. 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 and unless such dispute falls within the section above entitled Applicability.
- 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 Center Rights or regarding an Article of this Agreement which contains 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 or conditions of employment. The arbitrator's authority shall be limited only to the application and interpretation of the provisions of this written agreement. She/he 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 \$1500.00 per incident, nor \$7500.00 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 Center agrees to request DDS approval if an award is received which would exceed the limits.

#### I. 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 his/her 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 any right to pursue the grievance further shall be deemed waived and abandoned.
3. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her 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 resolution of all grievances and the above listed time limits are maximums. By mutual written agreement the parties may waive or consolidate any step 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 if a meeting may result in suspension, discharge or other discipline of the employee and his/her right to have Union representation.
10. 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 working day in order to arrange for the employee to be represented by the Union or a person of his or her choice.
11. "Day" shall mean a day in which the Center's main administrative office is open for business.

## J. Employer Grievances

### 1. Employer Grievances

The Center may file a grievance alleging the breach of a specific provision of this Agreement. The Center may not file such a grievance against an employee, but may only file such a grievance against the Union.

### 2. Procedure

- a. Informal Resolution: Within ten (10) working days from the event giving rise to a grievance, or from the date the Employer could reasonably have been expected to have had knowledge of such event, the Employer shall orally discuss the grievance with the Chapter President. They shall attempt to resolve the grievance at that informal level. The Chapter President shall have ten (10) working days to give an answer to the Employer.
- b. Written Grievance: If the Employer is not satisfied with the resolution proposed at the informal level, the Employer may within ten (10) working days of receipt of such answer file a formal written grievance with the Chapter President. The formal grievance shall contain a statement describing the alleged violation, the section of this Agreement allegedly violated, and the remedy requested. The Chapter President shall meet with the Employer representative within ten (10) working days, and within ten (10) working days thereafter give a written answer to the Employer. If an answer is not provided within the ten (10) working days, the Employer may appeal its grievance to the Chapter Executive Board immediately, but in no event later than ten (10) working days from the date the answer was due.
- c. Chapter Executive Board: If the Employer is not satisfied with the written answer from the Chapter President the Employer may, within ten (10) working days from the receipt of such answer file a written appeal to the Chapter Executive Board. The Chapter Executive Board shall meet with the Employer representative within ten (10) working days, and conduct an investigation of the issues of the grievance. Within ten (10) working days of the meeting, the Chapter Executive Board shall give a written answer to the Employer, which answer shall be final and binding.

## 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 of 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 Center'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 grievable 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, the Employer may, after giving written notice to the Union, make temporary modifications to the Agreement and the parties shall immediately thereafter meet and negotiate regarding permanent modifications to this Agreement.

## **ARTICLE 32. HEALTH AND SAFETY**

- A. 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.
- B. 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.
- C. An employee injured at work shall immediately report the injury to the employee's 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 accident report form as soon as possible, but in any case, within twenty-four (24) hours. For work related injuries, employees must be treated by the Employer's occupational health physician unless the employee designates a personal physician in advance of any work injury. The personal physician's name, address and phone number shall be submitted in writing to the Human Resources Department.
- D. 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 upon hire in the proper operation and adjustment of Video Display Terminals (VDT's) and VDT work station 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.
- E. 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.
- F. Employees shall not be required to subject themselves to unsafe or hazardous conditions. The employer shall take prompt steps to 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) 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 (1000) hours. Upon reaching employment of one thousand (1000) 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 he or she 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 (1000) 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 18 day of September, 2018, at Napa, California.

NORTH BAY REGIONAL CENTER

SEIU LOCAL 1021

By: 

By: 

By: 

By:  Yanni Cole

By: 

By: 

By: \_\_\_\_\_

By:  H. Destro

By: \_\_\_\_\_

By:  Denis Carino

By: \_\_\_\_\_

By: 

By: \_\_\_\_\_

By: 

By: \_\_\_\_\_

By: \_\_\_\_\_

**North Bay Regional Center**  
**BARGAINING UNIT SALARY RANGES**  
*Effective 9-01-2016*

<u>Classification</u>	<u>Range</u>						
	1	2	3	4	5	6	7
Senior Nurse Consultant Psychologist Board Cert. Behavior Analyst	5,790	6,080	6,385	6,705	7,040	7,658	8,041
Nursing Specialist	5,382	5,652	5,935	6,232	6,544	6,871	7,215
Internal Quality Monitor Consumer Advocate Diversity and Equity Specialist Assessment Counselor Early Intervention Service Coordinators I.T. Technician 2 Resource Developers Quality Assurance Monitors Senior Service Coordinator	4,483	4,707	4,943	5,191	5,451	5,724	6,010
Service Coordinator	3,949	4,147	4,355	4,573	4,802	5,042	5,294
Software and Reporting Specialist	3,409	3,579	3,759	3,947	4,144	4,351	4,569
Intake Referral Coordinator Warm Line Referral Coordinator Vendorization Coordinator Community Services Coordinator	3,137	3,294	3,459	3,632	3,814	4,005	4,205
Fiscal Assistant	2,975	3,124	3,280	3,445	3,617	3,798	3,988
Client Services Assistant	2,933	3,081	3,235	3,397	3,567	3,745	3,933
Personal Assistant (hourly)	13.94	14.64	15.38	16.16	16.97	17.82	18.71
Office Aides	10.00	10.49	11.01	11.57	12.16	12.77	13.41