

Agreement Between

LOCAL 1021

REGIONAL CENTER OF THE EAST BAY

And

LOCAL 1021

**SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW**

SEIU

Stronger Together

December 1, 2019 through November 30, 2023

WEINGARTEN RULES AND RIGHTS

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

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

The following rules apply when an investigatory interview occurs:

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

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

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

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

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

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

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A G R E E M E N T

This Agreement is entered into this 1st day of December, 2019, by and between the REGIONAL CENTER OF THE EAST BAY (hereinafter called the "Employer" or "RCEB") and LOCAL 1021, SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC (hereinafter called the "Union").

SECTION 1. RECOGNITION

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

SECTION 2. NO DISCRIMINATION

- A. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, creed or religion, national origin including language use restrictions, sex, gender, gender identity or expression, age, sexual orientation, marital status, physical or mental disability, medical condition or HIV/AIDS status, political affiliation, military or veteran status, genetic characteristics, or ancestry.
- B. The Employer agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. The Union agrees not to discriminate against any employee because of lack of Union membership or lack of activities on behalf of the Union.

SECTION 3. UNION SECURITY, DUES CHECKOFF AND NOTIFICATION

- A. Each employee, covered by this Agreement, shall within thirty-one (31) calendar days of such date, as a condition of continued employment:
 - 1. become and remain a member of the Union in good standing; or
 - 2. commence and continue to tender to the Union a service fee equal to the periodic dues uniformly required as a condition of membership in the Union; or
 - 3. make a regular monetary contribution to United Way, Combined Health Agencies Drive, or the Red Cross. This option is available only to employees who demonstrate a sincere religious or moral conviction against supporting a union. The validity of the conviction will be determined by the Union.

- B. Members of the Union in good standing shall be defined as employees of the Employer, who tender periodic dues and initiation fees as uniformly required by the Union as a condition of acquiring or maintaining membership.
- C. Upon written notice to the Employer from the Union, and upon examination of documentary proof that an employee has failed to comply with paragraph A above, the Employer shall terminate the employment of such employee.
- D. The Employer shall deduct the amount of Union dues, initiation fees and service fees specified in writing by the Union, from the wages of all employees covered by this Agreement who have voluntarily provided the Employer with a written assignment authorizing such deduction. The Employer will promptly remit to the Union the monies deducted pursuant to such assignments with a list of the names of the employees for whom deductions were made.
- E. The Union shall indemnify the Employer and hold the Employer harmless against any liabilities, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, or other legal responsibilities, of any form whatsoever, arising directly or indirectly from the Employer's compliance with these provisions regarding Union Security and dues checkoff.
- F. Not later than the tenth (10) of each month, the Employer shall supply the Union with the name, classification, mailing address, and date of hire of any newly hired employee covered by this Agreement and the names of any employees covered by this Agreement terminated or laid off during the previous month.
- G. At the time a new employee covered by this Agreement is hired, the Employer shall provide the employee with a copy of this Agreement.

SECTION 4. UNION BUSINESS

- A. A duly authorized representative of the Union shall be permitted access to the Employer's facilities and offices at all reasonable times during normal business hours for the purpose of observing whether this Agreement is being observed, to investigate complaints of employees, and to assist in the adjustment of grievances. The Employer shall be given prior notification of the date and time of the visit. This privilege shall be exercised reasonably and shall not disrupt the work of employees, provided that the Union representative may confer with an employee and his or her supervisor or other Employer representative in connection with a complaint or problem concerning the employee during working hours. If the meeting is expected to last in excess of thirty (30) minutes the employee will notify their supervisor. The Union shall promptly advise the Employer of the name of the Union's authorized representative.
- B. The Employer agrees to recognize three (3) stewards duly appointed by the Union at its

Contra Costa County facility and six (6) at its Alameda County facility. Up to two stewards may attend a grievance meeting, disciplinary meeting or investigation of a worker.

- C. The Employer agrees to allow the Union to utilize meeting room facilities one time per month, during the hours of 12 noon to 1:30 p.m., for Union meetings, provided such facilities are available and such use does not create additional cost to the Employer. A Chapter Officer shall arrange for use of the Employer's meeting room facilities prior to each meeting. The Union may request additional meeting times as needed and it shall not be unreasonably denied. Employees may use only non-work time to attend such meetings.
- D. The Union may use the Employer's internal communication and distribution systems (email, inter-office mail, etc.) to post or send Union information and notices to employees.
- E. The Employer shall notify all bargaining unit employees of changes to the Employer's policies and procedures related to the work of employees.

SECTION 5. BASIC PRINCIPLES

- A. It is the purpose of this Agreement to promote and provide for harmonious relations, cooperation and understanding between the Employer and the employees covered by this Agreement, and to set forth the full and entire Agreement of the parties reached as the result of good faith negotiations regarding wages, hours, working conditions, and other terms and conditions of employment of the employees covered by this Agreement.
- B. Employees shall:
 - 1. Notify the Employer immediately following any injury on the job by contacting a supervisor or the Human Resources Department and subsequently following up with the Human Resources Department to complete the required paperwork;
 - 2. Not accept gifts, money, and gratuities from person or firms receiving or providing benefits or services from or to the Employer;
 - 3. Not serve on Boards of vendors, or be employed by vendors, or be under contract with vendors, and inform the Executive Director of any potential or suspected conflict of interest;
 - 4. Except in emergencies, notify their supervisor no later than the start of the business day when the employee will be absent from work or late arriving to work, indicating the cause for and probable length of absence, if known;
 - 5. Comply with all established policies of the employer, including, but not limited

to, policies regarding confidentiality of client files, Board of Control rules regarding travel claims, and similar policies;

6. Perform their work at the highest level of skill and competence of which the employee is capable;
7. Perform their assigned duties, and not attend to personal business during the hours or service established in this Agreement (lunch and rest periods excluded);
8. Refrain from using the Employer's equipment for personal business, including, but not limited to, telephone, photocopies, fax machine, and computer equipment except in emergency situations, in which case the employee will reimburse the Employer for the cost of the telephone calls or photocopies.
9. Dress and groom in accordance with accepted social and business standards, particularly if the job involves dealing with clients, vendors, care providers, or the community at large.

Examples of attire that is inappropriate at all times include:

- Clothing with sexually explicit graphics or messages
- Clothing with profane or racist graphics or messages
- Workout clothes such as sweatpants
- Beach wear such as cutoff or swim shorts and foam “flip-flops”
- Bottom undergarments visible
- Ripped clothing

SECTION 6. MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the Employer shall not be limited in any way in the exercise of regular and customary management functions including, but not limited to, the following:

- A. The determining or modification of the Employer's goals and objectives, including the determination or modification of the nature and scope of services to be provided, work to be performed, or the size, number, location and functions of the Employer's organizational units or other activities.
- B. The implementation of technological change, the specification, acquisition and use of equipment or other materials, including program materials.
- C. The establishment of all methods of operation and procedures, including the scheduling of working hours.

- D. The expansion or contraction of the Employer's services generally, or any activity or function specifically, and the determination of appropriate staffing levels within the bargaining unit generally and any department, activity or function specifically.
- E. The lay-off of employees.
- F. Direction of the workforce, including the right to determine job classifications, work standards and assignments, and to determine whether or not particular assignments are to be performed by employees covered by this Agreement.
- G. The utilization and assignment of volunteers to assist and supplement the regular staff. Such volunteers will not replace bargaining unit employees.
- H. The utilization, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement and are not eligible for any benefits.
- I. The contracting or discontinuance of work for economic or operations reasons. The contracting with consultants and specialists to perform special assignments, or to provide temporary coverage while a position is vacant. Such consultants or specialists will not permanently replace bargaining unit employees.
- J. The determination of employee qualifications.
- K. The right to select, hire, transfer, promote, demote, discipline and terminate its employees.
- L. The right to determine and reward meritorious performance.
- M. The right to establish and enforce reasonable personnel policies and rules and regulations pertaining to the safety, conduct and department of employees.

SECTION 7. DEFINITION OF EMPLOYEES

- A. A full-time employee covered by the Agreement is defined as one who is regularly scheduled to work forty (40) hours per week.
- B. A part-time employee covered by this Agreement is defined as one who is regularly scheduled to work less than forty (40) hours per week. A part-time employee must be regularly scheduled to work at least twenty (20) hours per week in order to be eligible for pro-rated employee benefits as specified in Section 17 of this Agreement.
- C. A temporary employee is one who works for a limited period of time, or who works on an irregular or intermittent basis. Temporary employees are not covered by this

Agreement. Temporary employees may be hired as substitutes for regular employees during their absences.

Temporary employment shall not exceed 120 consecutive days unless it (1) is to provide coverage for an employee on leave of absence, (2) is to provide coverage while the Employer attempts to fill a posted bargaining unit position, or (3) involves irregular or intermittent work. After a period of 120 days of temporary employment by a Service Coordinator, the Employer agrees to offer the person a permanent position. If the person refuses the permanent offer, the temporary employment may continue. The permanent job offer shall remain open after the 120-day period.

A temporary employee who is selected to fill a permanent position shall, for layoff purposes, be credited with service time starting with the beginning of any consecutive temporary employment.

The intent and application of this section is to meet legal obligations and service mandates and not to replace permanent positions.

- D. A probationary employee covered by this Agreement is one who works in a regular full-time or regular part-time position and is serving a probationary period of six (6) months. A newly hired probationary employee does not have regular status and shall not be entitled to the benefits listed below until regular status is achieved:
1. Participation in alternative work schedules;
 2. Floating holidays;
 3. Personal business leave;
 4. Vacation leave in excess of three (3) accrued days.

These restrictions shall not apply to an employee who is rehired within twelve (12) months of their last day of employment with the Employer to the classification they previously held.

- E. A regular employee covered by this Agreement is defined as one who has successfully completed their probationary period.
- F. No employee shall be guaranteed any specific number of hours of work per week.

SECTION 8. HOLIDAYS

- A. Full-time regular and full-time probationary employees shall receive their usual rate of pay for the following twelve (12) regular holidays:

New Year's Day
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day

Cesar Chavez Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

Part-time regular and part-time probationary employees shall receive a pro-rated number of holidays.

Holidays will amount to up to 9 hours; based on current approved schedule, and shall be prorated for part-time employees. Employees utilizing the 4/10 schedule must use accrued vacation or PBL to make up the extra hour.

- B. Regular employees covered by this Agreement who have successfully completed their probationary periods shall receive three (3) Floating Holidays per calendar year (pro-rated for part-time employees). Newly hired probationary staff are not entitled to floating holidays.
- C. An employee covered by this Agreement, who is required to work on any holiday listed in paragraph "A" above, shall be paid for such work at twice their rate of pay for the hours worked.
- D. An employee covered by this Agreement, whose regularly scheduled day off falls on a holiday, as set forth above, shall receive an in-lieu day off.
- E. Holidays are to be considered as time worked in the computation of overtime.
- F. Holidays falling on Sunday shall be observed the following Monday. Holidays falling on Saturday shall be observed the preceding Friday.
- G. In order to qualify for holiday pay, the employee must be on paid status both the day before and the day after the holiday.

SECTION 9. VACATIONS

- A. Full-time regular and full-time probationary employees covered by this Agreement shall accrue paid vacation while on paid status calculated to the nearest half month as follows:

<u>Service Period</u>	<u>Paid Vacation</u>
Years 1 through 4	4.6154 Hours per pay period (120 Hours maximum)
Years 5 through 8	6.154 Hours per pay period (160 Hours maximum)

Years 9 and over 7.69231 Hours per pay period (200 Hours maximum)

Part-time regular and part-time probationary employees shall accrue paid vacation on a pro-rated basis.

Regular Employees may use vacation leave in segments of no less than one (1) hour.

For Delegation staff hired on August 31, 1991 or during the month of September, 1991, their seniority at the delegation agency shall be added to their seniority at RCEB for the purposes of vacation accrual computations.

- B. Employees shall submit requests for vacation leaves at least four (4) weeks prior to the requested beginning date of vacation. The Employer shall promptly acknowledge receipt of each vacation request. The Employer shall respond within two (2) weeks of the request being made. Employees may submit a vacation request with less than four (4) weeks' notice but approval may be denied based on staffing requirements and/or to ensure minimum coverage for the unit.

Approval of such will not supersede the vacation schedule of another employee.

Vacation requests will not be arbitrarily denied. However, the Employer may approve, deny, or rescind vacation requests on the basis of staffing requirements. The employer may not rescind an approved vacation leave if documentation can be provided as proof of non-refundable payment for travel and/or lodging.

- C. If a paid holiday, as set forth in Section 8, occurs during an employee's vacation period, that day shall not be charged as a day of vacation.
- D. If a member of the Military Reserve or the National Guard is called to duty during their vacation, such time shall not be charged against their vacation.
- E. Employees who are terminated or resign shall be entitled to payment in cash for all vacation accrued at the time of separation.
- F. Vacation leave may be accumulated up to 280 hours. Employees who accumulate 280 hours of vacation leave shall cease accruing vacation leave.
- G. Upon one (1) weeks written notice, submitted to payroll prior to a vacation of at least two (2) weeks duration, the Employer will pay all wages normally payable on paydays falling with the vacation period.
- H. An employee with accrued but unused vacation may choose to cash out one accrued but unused vacation day (eight hours) for each week of vacation that the employee will accrue during that calendar year. At 15 years of service, 6 days per six months. This cash out option must be requested in writing and may be exercised two times per calendar year: once during the first six months of the calendar year, and once during the second six months of the calendar year. At no time, shall the total dollar amount for vacation

accrual buy-out exceed \$85,000 per six-month period, (July through December and January through June). If less than 100% of the requests can be approved due to the dollar amount cap, the requests will be approved in the order received. The Employer will review the aggregate dollar amount of the written requests and will approve the requests only if there are sufficient funds in the current year budget to cover this expense. The annual dollar amount for vacation buyout will be mutually discussed and negotiated during wage reopeners. The Employer acknowledges and confirms that they will not unilaterally suspend vacation buy-out.

SECTION 10. SICK LEAVE

- A. Full-time regular and full-time probationary employees covered by this Agreement shall accrue sick leave, with pay, calculated to the nearest half-month, at the rate of eight hours (8) hours per month in paid status from date of hire. Part-time regular and part-time probationary employees shall accrue sick leave on a pro-rated basis. If an employee's sick leave is exhausted, the time taken shall be charged against the employee's accrued vacation leave, if any.
- B. Sick leave with pay shall be granted in the event of sickness or disability which renders an employee unable to perform their duties of employment; for the employee's medical or dental appointments or appointment for dental or physical treatment with a provider of services currently licensed or registered by the State of California to perform such services; or if it is necessary for the employee to respond to necessary medical care of a person who depends on the employee. Evidence of misuse or abuse of sick leave shall result in disciplinary action.
- C. Sick leave shall be applicable only on days during which the employee would have been scheduled to work. Pay for sick leave shall be at the rate of pay which the employee would have received had they worked their regular straight-time schedule that day. The Employer will require a licensed medical practitioner's certification only if the employee is out for more than three (3) consecutive work days, to show that the employee was sick or disabled and has recovered sufficiently to return to work before permitting the employee's return.
- D. If an employee is absent on paid sick leave and a holiday occurs during such an absence, that day shall not be charged against their sick leave credits.
- E. Where an employee is eligible to receive disability benefit payments, the employee shall receive their full disability benefit payment, plus such portion of their accrued sick leave pay as shall aggregate to an amount equal to, but not exceeding, the employee's regular rate of pay. In cases of industrial injury, entitling the employee to Workers' Compensation Insurance payments, the same method of integration with accrued sick leave shall apply. The Employer shall present the employee with a written statement of the employee's rights and obligations under this Agreement and law, including an explanation of the integration of paid leave with disability or Workers Compensation

payments and any deadlines or other dates of importance related to the leave. Upon request of the employee, the Employer will meet with the employee to review the statement.

- F. Each employee shall notify their supervisor in advance of any absence because of illness, and shall complete the required reporting form upon returning to work.
- G. Sick leave shall count as time worked for the purposes of computing overtime.
- H. If an employee is hospitalized or becomes ill while on vacation, they may charge accrued sick leave for such period of hospitalization or illness with a licensed medical practitioner's certification.
- I. Each regular full-time and regular part-time employee, who works at least twenty (20) hours per week, shall be allowed to utilize forty (40) of their accrued sick leave annually to attend to personal business. Personal business leave may be used for periods of time of no less than one hour. Except in cases of emergency, the employee shall notify the Employer at least three (3) working days in advance.

SECTION 11. LEAVES OF ABSENCE

A. DEFINITION

A leave of absence shall be defined as authorized unpaid absence from work following exhaustion of the employee's accrued vacation leave. In the case of medical leave of absence, the employee must exhaust all sick leave and vacation leave. A leave of absence must be authorized by the Human Resources Department. In granting leaves of absence hereunder, the Employer shall comply with all requirements of the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). The Employer shall present the employee requesting a leave of absence with a written statement of the employee's rights and obligations under this Agreement and law, including any deadlines or other dates of importance related to the leave. Upon request of the employee, the Employer will meet with the employee to review the statement.

Employees on leave of absence shall accrue benefits (i.e., vacation, sick, and holiday pay) during the pay periods in which they receive payment from RCEB of any accumulated benefits (i.e., vacation or sick pay, holiday/floating holiday pay, or Sabbatical Leave). Benefits will continue to accrue in proportion to the amount of accumulated benefits used per pay period. An employee on *unpaid* leave (i.e., not receiving payment of accumulated benefits) or who transitions to unpaid leave after the accumulated benefits are exhausted shall not continue to accrue benefits.

B. ELIGIBILITY

Only regular full-time and regular part-time employees may be granted a leave of absence.

C. WRITTEN REQUEST FOR LEAVE

Except for emergencies, a leave of absence must be requested in writing four (4) weeks prior to the requested commencement date of such leave. Such written request shall state the reason for the leave and the expected date of the employee's return to work. The employee shall address such request for a leave of absence to their supervisor.

D. PROHIBITION OF OTHER EMPLOYMENT DURING LEAVE

The parties agree that employees shall not request leave of absence for the purpose of obtaining outside employment.

E. MEDICAL LEAVE

A regular full-time or regular part-time employee may be granted a leave of absence due to his or her medical disability. Such leave may be granted only upon presentation of a licensed health care provider's certificate, explaining why the leave is needed and estimating how long the disability will continue. The duration of such leave shall be determined by the period of disability, but shall not exceed six (6) months except as otherwise required by law (such as the Americans with Disabilities Act, as amended). Upon return from Medical Leave, the employee shall be placed into a comparable position. Medical verification may be required to determine the employee's fitness to return to work and continue the duties requisite to employment. All leaves of absence granted pursuant to this paragraph "E" shall run concurrently with leaves of absence permitted under FMLA and CFRA, except that employees taking medical leave due to pregnancy, childbirth or recovery there from shall be permitted upon request to take up to the maximum leave permitted under CFRA or FMLA.

The Employer shall continue employee medical and dental insurance coverage and continue to pay its share of the premium cost during Medical Leave for a maximum of six (6) months, unless obligated under law to continue such coverage and payments for a longer period.

F. EDUCATIONAL LEAVE

Any regular full-time or regular part-time employee who has completed two (2) years of employment with the Employer may be granted a leave of absence of up to ten (10) months, or one (1) academic year, for education purposes, if the Employer determines

that such leave will be beneficial to the employees' work at RCEB.

G. PERSONAL LEAVE

A leave of absence without pay, not to exceed six (6) months, for reasons such as paternity, family needs, personal business, or to provide additional time off with vacation, may be granted to regular full-time and regular part-time employees where the Employer determines that the efficiency of the Center's operations will not be impaired.

H. SABBATICAL LEAVE

Recognition shall happen one time per anniversary (15, 20, 25 and 30 years). Sabbatical leave may be taken in increments of one week. All sabbatical leave must be taken within the 12-month period following the anniversary date. An employee who is unable to take their sabbatical leave within the 12-month period following the anniversary date for any reason must request an extension in writing to the Director of Human Resources. Approval for an extension to take sabbatical leave after the 12-month period following the anniversary date shall be at the sole discretion of the Employer. This benefit shall be pro-rated for part time employees.

After 15 years of RCEB service a 2 week (80 hours) sabbatical shall be granted.

After 20 years of RCEB service a 4 week (160 hours) sabbatical shall be granted.

After 25 years of RCEB service a 6 week (240 hours) sabbatical shall be granted.

After 30 years of RCEB service a 6 week (240 hours) sabbatical shall be granted.

An employee may use one of their two weeks of Sabbatical Leave available at 15 years of service at 10 years of service. If so, then the employee may use only one week of Sabbatical Leave at 15 years of service.

Employees shall submit written requests for sabbatical leaves at least four (4) weeks prior to the requested beginning date of their sabbatical. The employer shall promptly acknowledge receipt of each sabbatical request. The employer shall respond in writing within two (2) weeks of the request being made. Employees may submit a sabbatical request with less than four (4) weeks' notice, but sabbatical leave approval may be denied by the Supervisor based on staffing requirements and/or to ensure minimum coverage for units.

Approval of such will not supersede the vacation schedule of another employee. The Employer may rescind sabbatical leave requests on the basis of staffing requirements no less than two weeks prior to the beginning of the approved sabbatical. Employer shall not rescind an approved sabbatical if documentation can be provided as proof of non-refundable payment for travel and/or lodging.

I. CONTINUATION OF BENEFITS

An employee on unpaid leave of absence shall not continue to accrue employee benefits during such leave once they have exhausted their accrued benefits, except that, for employees on medical leave, the Employer shall continue to pay its share of the premium cost of the employee's and their eligible family members medical and dental insurance as per paragraph "E" above.

J. CFRA / FMLA LEAVE

If an employee has worked at least 1,250 hours in the 12-month period before the date the leave begins and presents a licensed health care provider's statement verifying the need for leave, the Employer shall grant leave as provided by law under the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA) without pay to employees. Leave under CFRA/FMLA shall not be for more than 12 weeks in a 12-month period measured from the date an employee's first CFRA/FMLA leave begins. Such leave does not need to be taken in one continuous period of time (except as noted below).

CFRA/FMLA Leave shall be granted for:

- a. birth of a child for purposes of bonding;
- b. placement of a child in the employee's family for adoption or foster care;
- c. the serious health condition of the employee's child, parent, spouse, or registered domestic partner; or
- d. the employee's own serious health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either in-patient care or continuing treatment or supervision by a health care provider.

The Employer shall continue employee medical and dental insurance coverage and continue to pay its share of the premium cost during CFRA/FMLA Leave.

Employees may use accrued sick leave or vacation leave during their CFRA/FMLA Leave. Employees accrue seniority during CFRA/FMLA Leave.

An employee shall provide at least 30 days advance notice before CFRA/FMLA leave is to begin, if the need for the leave is foreseeable, to make the Employer aware of the employee's need for CFRA/FMLA leave. The notice shall state the reason for the leave and its anticipated timing and duration. If 30 days' notice is not feasible, notice must be given as soon as the need for leave is known by the employee.

The basic minimum duration of a CFRA leave for the birth, adoption, or foster care placement of a child is two weeks. However, the Employer may grant a request for a

CFRA leave of less than two weeks duration on any two occasions. CFRA leave taken for the birth, adoption, or foster care placement of a child must be completed within one year of the qualifying event. These conditions do not apply when the leave is due to the serious health condition of the employee's child.

Upon return from CFRA/FMLA Leave, the employee shall be placed into a comparable position. Medical verification may be required to determine the employee's fitness to return to work and continue the duties requisite to employment.

K. PREGNANCY DISABILITY LEAVE

Employees who are pregnant, gave birth, or have pregnancy/childbirth-related medical conditions may take a leave, subject to all of the terms, conditions, and limitations that apply under California's Pregnancy Disability Leave (PDL) law. An employee seeking to take a PDL must submit a certification from the doctor documenting the pregnancy, childbirth, or pregnancy/childbirth-related medical condition and indicating the employee is unable to work because of pregnancy, childbirth, or a related medical condition. The duration of such leave shall not exceed the duration of the employee's pregnancy/childbirth-related medical condition, up to a maximum of four (4) months. However, an employee who is pregnant, gave birth, or has a pregnancy/childbirth-related medical conditions may take the maximum amount of PDL, as determined by their doctor and also, if eligible under California Family Rights Act (CFRA), take up to 12 weeks of leave after the child is born, and within one year of the child's birth.

L. RETURN FROM LEAVE

An employee shall be entitled to return to a position in their classification at the end of the approved leave of absence.

SECTION 12. JURY DUTY

An employee who is summoned for Jury Duty will be granted time off as required and will be reimbursed by the employer for the difference between their normal daily salary and Jury Duty compensation, excluding travel allowances. As a condition for such reimbursement, the employee must notify the Employer and submit a copy of the Notice as soon after receipt as possible. An employee serving on jury duty shall report promptly for work upon being relieved of jury duty in time to permit the performance of at least two (2) hours of work during the remainder of the workday.

SECTION 13. PROFESSIONAL CONFERENCE LEAVE AND PROFESSIONAL DEVELOPMENT

- A. Full-time employees may utilize a maximum of four (4) work days (32 hours) with pay each calendar year to attend conferences, seminars, distance learning (which can include such methods as online courses, videoconferencing, seminars, webinars, and book courses), and workshops which are job related, provided:
1. The employee notifies the Employer in writing in advance specifying the conference, seminar, distance learning or workshop they wish to attend (distance learning courses can either be completed on-site at the office or can be done as an intermittent work at home day with supervisor approval);
 2. Such attendance does not unreasonably interfere with staffing;
 3. The Employer, in its sole discretion, determines that the employee's work performance or value to the Employer will be enhanced by such attendance. For employees whose job requires a professional license, certificate or registration, RCEB shall consider the overall breadth of knowledge requirements to practice within their field and will not unduly limit their attendance to continuing education that is focused on the field of developmental disabilities.
- B. The Employer will pay the tuition and/or registration fee for such conferences, seminars, distance learning and workshops upon receiving written documentation of such expenses of employee, and their attendance and successful completion. For employees whose job requires a professional license, certificate or registration, the Employer will pay any additional costs for continuing education units (CEU's) that are not included with the registration/tuition fee OR the Employer will pay the organization membership fee, whichever is most cost efficient for the agency. The employee shall be responsible for the difference between early/regular registration and late registration fees if conference registration received by the employee's supervisor is not timely. "Timely" shall be defined as giving the Employer ten (10) working days' notice prior to the late fee being charged; provided that the employee had received at least five (5) working days' notice of this deadline. Employees may be responsible for reimbursement of fees back to the Employer if non-attendance is based on absence other than illness or emergencies. The Employer shall not pay for ancillary items such as books, videos, tapes, supplies, lunch, etc. provided such items are not already included in the registration fee. The Employer shall pay a travel and related expense allowance of Ten Dollars (\$10.00) per conference, seminar or workshop occurring outside of the office.
- C. For employees whose job requires a professional license, certificate, or registration, RCEB shall not unduly limit conference, seminar, or workshop attendance to those that are in the state of California. RCEB will pay the registration and CEU or membership fees for approved conferences following the same guidelines listed above. Requests to attend conferences, seminars, and workshops located out of state will not be approved for an employee whose job does not require a professional license, certificate, or registration

and will only be considered for staff whose job requires a professional license, certificate, or registration in the event the same or a similar conference is not available within the State of California. Upon approval of the Executive Director or designee, an employee may attend a conference outside of California.

- D. For employees whose job requires maintenance of expertise and competency in addition to having a professional license, certificate, or registration, the Employer shall pay for travel and related expenses not to exceed \$500 per calendar year, in the event that the same or similar conference is not available locally within 150 miles. The total cost of this expense shall not exceed \$5000 per fiscal year to the employer.
- E. Conferences, seminars, distance learning and workshops which the Employer requests an employee to attend shall count as time worked and shall not be deducted from Professional Conference Leave.
- F. For those employees for whom possession of a current California license and /or other professional certificate or registration is a requirement for employment, the Employer will grant additional time off with pay equal to one-half (1/2) of the required continuing education credit/hours per governing board. Additional time off with pay is prorated for part-time employees working at least twenty (20) hours per week
- G. Professional conference leave shall be available on a pro-rated basis to part-time employees, provided they work at least twenty (20) hours per week.
- H. All employees shall be responsible for completing an evaluation of any conferences, workshops, distance learning, or seminars attended. The evaluation shall be submitted to employee's supervisor within five (5) working days after attending the conference, seminar or workshop using the Employer's Professional Evaluation form.
- I. Newly hired probationary employees are not eligible to take Professional Conference Leave during the first six (6) months of employment.
- J. The Employer will provide \$10,000 dollars per calendar year for work/career related educational, continuing education, or professional development scholarships, up to half available to subsidize intern supervision.

SECTION 14. MILITARY LEAVE

Any employee on active or reserve duty with any federal or state military agency shall be entitled to a leave of absence upon presentation of special orders requiring such absence. Such an employee will be reimbursed by the Employer, for no more than two (2) weeks in any twelve-month (12 month) period, for the difference between their daily salary and their military compensation, excluding travel allowances.

SECTION 15. BEREAVEMENT LEAVE

In the event of a death of a member of a regular or probationary employee's household or their spouse, domestic partner, mother, father, son, daughter, sister, brother, step-parent, step-child, grandparent, grandchild, daughter-in-law, son-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and two (2) non-relative/extended family member per calendar year, said employee, upon written request, will be granted up to three (3) days' time off with pay (pro-rated for part-time employees). In addition, such an employee shall be granted up to seven (7) days' time off (pro-rated for part-time employees), without pay, if the funeral takes place outside of California, or if the employee's presence is necessary for matters of estate. Upon written request of the employee, vacation or personal business leave may be granted.

SECTION 16. TRAINING

The Employer recognizes its responsibility to provide on-going training for employees. Toward this end, training sessions shall be provided. The Employer recognizes the responsibility to provide uniformity of instruction and implementation of all policy and procedure in the following categories:

- A. New Employee orientation including but not limited to the Regional Center system, department functions, basic technology (Intranet, telephone, SANDIS, Outlook, Agency Forms, etc.), orientation to SEIU, health and safety, etc.
- B. All-staff training regarding general issues and information relating to persons with developmental disabilities and the disability system.
- C. Unit training for the upgrading of specific skills used within the job classification as determined by the unit manager. Staff and unit management shall meet and confer as to the subject and frequency.
- D. The Employer shall provide, in a manner accessible to all bargaining unit employees, policies and procedures related to their work. An electronic version of the Policies and Procedures shall be available to all employees.

The Employer will provide an annual staff training on all policies and procedures pertinent to the employee's role.

Upon receiving training, each employee shall be responsible for familiarizing themselves with such policies and procedures and accountable for adherence to such policies and procedures. No portion of such policies and procedures shall violate the conditions set forth in the current Collective Bargaining Agreement.

SECTION 17. EMPLOYEE BENEFITS

Full-time employees, including those previously working part-time but working full-time at the Employer's request on the date of ratification of this Agreement, and those part-time employees, working at least twenty (20) hours per week, who had part-time status prior to January 1, 1990, shall be entitled to receive paid benefits as specified below. Part-time employees hired after ratification of this Agreement and full-time employees whose status changes to part-time following that date, except as provided above, working at least twenty (20) hours per week, shall be entitled to receive those benefits on a pro-rated basis.

Employees covered by this agreement will make a contribution, through payroll deduction, equal to the difference, if any, between the actual monthly premium costs for their coverage and the Employer's share of those premiums as specified below.

A. ELIGIBILITY

The employee, their spouse or domestic partner and all eligible dependents are eligible for coverage within the guidelines of the individual plans offered.

B. LIFE INSURANCE

The Employer shall offer to each eligible employee covered by this Agreement life insurance coverage of ten thousand dollars (\$10,000) and accidental death and dismemberment insurance of ten thousand dollars (\$10,000), the cost or pro-rated cost of which shall be paid by the Employer during the term of this Agreement.

C. MEDICAL INSURANCE

The Employer shall offer to each eligible employee covered by this agreement a choice of one of the CalPERS Basic Health Plans. The Employer shall pay its share of the monthly premium costs of the plan selected by the employee during the term of this Agreement. The Employer's and employee's respective shares of the monthly premium cost for all plans, effective January 1, 2021 will be as follows:

The Employer's share of the monthly premium shall be the dollar amount of Kaiser HMO Plan for "Employee Only" coverage.

The Employer's share of the monthly premium for employees selecting "Employee + 1" shall be the dollar amount of the Kaiser HMO Plan for "Employee Only" + \$300.00

The Employer's share of the monthly premium for employees selecting "Employee + 2 or more" family members shall be the dollar amount of the Kaiser HMO Plan for "Employee Only" + \$550.00

Opt Out/Medical Coverage. Effective April 1, 2010, employees who qualify for medical insurance coverage and can demonstrate that they have medical insurance through another family member or partner may opt out of the employer's medical insurance. Employees shall receive 30% of the Kaiser employee-only premium. This opt out payment will be pro-rated for part-time employees. To participate in the opt-out program, employee must sign the Declaration of Health Coverage: HBD-12A on an annual basis and provide evidence of alternative medical coverage. Annual verification must be completed between December 1 and December 31 of each year.

D. DENTAL INSURANCE

The Employer shall offer to each eligible employee covered by this Agreement the existing dental insurance coverage, or a plan of comparable coverage and benefits. Effective January 1st, 2017, the Employer will increase Maximum Annual Dental Benefit coverage amount from \$1500 per year to \$2500 per year. The Employer shall pay its share of the monthly premium cost of the coverage during the term of this Agreement. The Employer and employee's respective shares of the monthly premium costs, effective January 1st, 2017, shall be as shown in Appendix C.0

The Employer's share of the monthly premium for each level of coverage noted above shall be increased by the dollar amount of the current dental plan carrier's premium increase for "Employee Only" coverage.

E. RETIREMENT PLAN

In October of 2002, RCEB began participation in the CalPERS '2% at 60' pension plan. Eligible employees were given the choice of remaining in the current retirement plan (Union Bank and Social Security) or enrolling in CalPERS. Eligible employees hired after October 15, 2002, participate in CalPERS. Employees may, at their option, make voluntary contributions to a TSA plan account. Effective March 8, 2008, RCEB began participation in the CalPERS '2% at 55' plan.

Effective December 1, 2012, through June 30, 2013, the Employer shall pay 6% of the employee contribution to CalPERS, leaving a 1% pre-tax deduction for employees to contribute. This provision does not apply to employees who do not receive a pay check from the Employer between December 1, 2012, and June 30, 2013, or to employees required to pay a higher contribution under the Public Employees' Pension Reform Act of 2013 (PEPRA).

Effective July 1, 2013, the Employer shall pay 4% of the employee contribution to CalPERS, leaving a 3% pre-tax deduction for employees to contribute. This provision does not apply to employees required to pay a higher contribution under the Public Employees' Pension Reform Act of 2013 (PEPRA).

Those eligible employees who have elected not to participate in the CalPERS Pension Plan shall receive a contribution by the Employer into the CalPERS 457 plan equivalent to the Employer's total contributions into the CalPERS 2% at 55 plan.

The plan's provisions shall be specified in the contract between the Employer and the contract carrier. Any proposed changes to plan benefit provisions, except those mandated by State or federal law, shall be noticed to the Union and the Union, upon request, may negotiate the implementation.

F. **LONG TERM DISABILITY INSURANCE**

The Employer shall provide to each eligible employee covered by this Agreement long term disability insurance to provide benefits equal to sixty-six and two-thirds percent (66 2/3%) of the first \$4,500 per month of the employee's insured earnings, reduced by the employee's income from other sources. Other terms shall be as stated in the certificate detailing the coverage and requirements provided by the insurance carrier. The Employer shall pay the premium cost of the plan during the term of this Agreement.

SECTION 18. USE OF PRIVATE AUTOMOBILE

- A. An employee who uses their personal automobile in the course of their duties for the Employer shall be reimbursed at the then current rate allowable by the IRS as a deductible business expense for such use upon submission of a certified mileage report. The Employer shall also pay the cost of any parking fees or tolls incurred in the course of such duties.
- B. The Employer shall reimburse any employee for parking at their headquarters on days when the employee's car is used for official business.

SECTION 19. OPENINGS, PROMOTIONS AND TRANSFERS

- A. Notice of all job openings in classifications covered by this Agreement shall be posted on bulletin boards in each work location at least two (2) weeks before the closing date, except that openings in temporary positions shall be posted for one (1) week before the closing date. A copy of such notice shall be sent to the Chapter President and to the Union Representative at their office.
- B. The best-qualified applicants, as determined by the Employer, will be appointed to job openings, consistent with State guidelines. In the event the Employer determines that applicants have equal qualifications, the in-house applicant with the greatest seniority shall be awarded the position.

- C. Requests for transfer will be considered when filling job openings.
- D. An employees whose request for a lateral transfer during probation is granted shall, at management discretion, have their probation restarted. All other benefits are to start as noted in other sections of this Agreement.
- E. When an employee is appointed to a classification not covered by this Agreement, they must obtain a withdrawal card from the Union, the issuance of which shall not be withheld by the Union.

SECTION 20. SENIORITY

- A. Seniority shall be defined as length of service with the Employer. Promotions and transfers shall not affect the employee's seniority status. All unpaid leaves of absence exceeding thirty (30) calendar days will not be counted when calculating length of service unless otherwise provided for elsewhere in this Agreement.
- B. All seniority rights of an employee are terminated upon resignation, retirement or termination, or by failure of a laid off employee to report to work within ten (10) working days of the Employer's written recall notice.
- C. The parties agree that for the purpose of establishing an order of seniority for delegation staff hired by RCEB on the same day, their length of service at the delegate agency will be the determining factor.

SECTION 21. LAYOFFS OR REDUCTION IN FORCE

- A. The Employer may lay off a regular full-time or regular part-time employee from any classification at its sole discretion for reasons of economy or lack of work. Temporary and probationary employees within a specific classification will be terminated prior to layoff of regular employees within that classification.
- B. Lay-off in a classification will occur in inverse order of seniority; that is, the least senior employee in the classification in which the lay-off occurs shall be the first laid off, provided that the employee to be retained meets the minimum qualifications for the position and has the skill and ability to perform the job.
- C. Recalls shall be accomplished in the inverse order of lay-off for up to one year.
- D. Persons who are laid off shall not accrue rights or benefits under this Agreement.
- E. The Employer shall provide thirty (30) calendar days' notice of any intended lay-off, whenever possible, or two weeks' pay in lieu of notice will be given.

- F. The Employer will meet with the Union as soon as possible in advance of any intended lay-off to explore alternatives to lay-off.
- G. A regular employee who is laid off from their classification shall have the right to bump a less senior employee in an equivalent or lower paid classification, provided that the laid off employee has held a position in the equivalent or lower paid classification. An employee who exercises their bumping rights under this Section shall be assigned to a salary step in the new classification which provides a salary closest to, but not higher than, the employee's previous salary. In no event will the employee's new salary exceed the top step of the new classification.
- H. When a regular employee working in a classification not covered by this Agreement is subject to lay-off, they shall have the right to return to a position in a previously held classification covered by this Agreement, if any, by bumping an employee with less seniority in the covered classification.
- I. A person who has been laid off by the Employer must report to work within ten (10) working days of the Employer's written notice of recall or they shall be terminated.
- J. An employee who was bumped from a position or classification, (due to reduction in force), and who remains employed by RCEB, shall have the first right of refusal to fill the first opening in the prior held classification or a comparable position.

SECTION 22. 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 their description. New and/or revised job descriptions shall be made available to the employee and to the Union no later than 10 days after the change.

SECTION 23. BULLETIN BOARDS

- A. The Employer shall make available bulletin board space on each floor in their facilities, for the exclusive use of the Union.
- B. The Union agrees that authorized Union representatives and employees covered by this Agreement may post or otherwise display any Union-related materials in and around any personal work area or location (including cubicle walls) and on those bulletin boards authorized in paragraph A above. Such materials shall not be placed in windows so as to be legible from outside the building.

SECTION 24. HOURS OF WORK AND OVERTIME

A. WORKWEEK

The workweek for full-time employees covered by this Agreement is a seven (7) consecutive day period as defined by the Employer.

B. WORK SCHEDULE

1. Except for emergencies, work schedules shall not be changed without notice to employees at least ten (10) working days prior to the date the change is to be effective.
2. The normal work schedule for all employees of RCEB shall consist of five (5) eight (8) hour days with start times 7:00 a.m. no later than 10:00 a.m., quit times 7:00 p.m. or earlier, Monday through Friday, with an unpaid (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest period of fifteen minutes each; provided that lunch breaks and rest breaks may not be combined. Nothing herein shall preclude the employee from adjusting their start and quit times, with the supervisor's approval, within a given workweek when necessary to permit the employee to perform required work without incurring overtime.
3. Alternative - Nine Day (9/80) Work Schedule

The nine-day work plan allows eligible full-time employees the option of choosing to have one day off per biweekly period by working their time in nine days instead of ten. During each biweekly period an employee selecting this schedule shall work eight (8) nine (9) hour days and one (1) eight (8) hour day. Each of these work days shall include an unpaid one (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest break of fifteen (15) minutes each; provided that lunch breaks and rest breaks may not be combined. An employee selecting the nine (9) day work plan must select start-quit times that conform to the following guidelines:

Start Times:

7:00 a.m. no later than 10:00 a.m.

Quit Times:

7:00 p.m. or earlier.

Nothing herein shall preclude the employee from adjusting their start and quit times, with the supervisor's approval, within a given workweek when necessary to permit the employee to perform required work without incurring overtime.

4. Alternative – Compressed Work Week (4/10)

The 4/10 work plan allows eligible full-time employees the option of choosing to have one full day off per week by working their time in four days instead of five. This will be prorated for eligible part-time employees. During each week (Monday through Friday) an employee selecting this schedule shall work four (4) ten (10) hour days. Each of these work days shall include an unpaid one (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest break of fifteen (15) minutes each; provided that lunch breaks and rest breaks may not be combined. An employee selecting the 4/10 work plan must select start-quit times that conform to this contract's defined start and end times.

No more than 50% of those on a 4/10 schedule in any single supervisor's unit can be scheduled off on any given Monday or Friday.

Holidays will amount up to 9 hours; based on current approved schedule and shall be prorated for part-time employees. Employees utilizing the 4/10 schedule must use accrued vacation or PBL to make up the extra hour.

5. Alternative – Variable - Time

The variable-time schedule plan allows eligible full-time employees the option to have different start and end times each individual day of the week, around the parameters of the work day. Each of these work days shall include one (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest break of fifteen (15) minutes each; provided that rest breaks may not be combined. This schedule can only be used with an 8 hour day/40 hours a week schedule. Changes to this schedule will only occur 3 times a year.

6. 40 Hour Workweek

All bargaining unit employees shall work a 40-hour workweek.

7. Professional Hours

- a. This subsection becomes effective December 1, 1999. An amendment to work schedules was made effective January 2010.
- b. While schedules must be selected in advance of the week's work, and approved by the immediate supervisor, employees will be able to select a schedule with the 7:00 a.m. to 7:00 p.m. time frame that best meets the employee's professional needs.
- c. Schedules so selected shall be posted prior to the beginning of the week.
- d. When an employee's professional work commitments result in a lengthy

day of more than eight (8) hours, the employee may, with supervisor approval, seek to reduce the hours of a subsequent day in the same week.

- e. If an employee is required by a supervisor, or required by immediate and urgent circumstances, to work more than eight (8) hours per day on one or more of the days in the early part of the week, the employee shall not be sent home, absent agreement by the employee, just because the Friday's work will cause the employee to exceed 40 hours that week. Rather, the employee will be allowed to complete the day's regularly scheduled hours and be paid overtime for hours worked in excess of 40 for that week. Employees will not be allowed to set schedules in advance that will exceed 40 hours of work per week.
- f. All provisions of this Professional Hours provision are subject to change where the need for unit/department/agency coverage requires an employee to be present at a particular time.
- g. Employees agree to schedule their hours so that they will be in the office for Unit Staff Meetings, Department Staff Meetings, All-staff Meetings, training, in-service presentations, and the like.
- h. While THE EMPLOYER will attempt to provide the Professional Hours benefit to as many employees as possible, certain classifications that are singular in nature, like the Receptionist and File/Mail Clerk, or for which there are no suitable backups for coverage, like some Secretary, Administrative Secretary, or Clerk positions, may be required to have more predictable hours in order for proper coverage.

8. Performance Discrepancies

- a. The employee's supervisor can deny or discontinue an employee's participation in an alternative work schedule when the employee has previously received documented performance discrepancies, if the removal from such schedule will increase the opportunity to provide closer supervision.
- b. An employee may have their alternative work schedule denied and/or discontinued, if the employee fails to work their scheduled time or if the employee fails to complete and submit a time sheet in an accurate and timely manner.
- c. The provisions of subsections "a" and "b" above shall be imposed only after the employee has been apprised in writing of the performance discrepancy, advised of the acceptable level of performance, and given a reasonable period of time to demonstrate improvement. If, at the sole discretion of the supervisor, limited or no improvement is made, the employee will be notified by the supervisor of the decision to remove the

employee from their alternative work schedule.

- d. Except in cases of dishonesty or gross misconduct, an employee shall be given ten (10) working days notice prior to removal from an alternative work schedule for the reasons specified in this section.

9. Scheduling

- a. Scheduling as requested by the unit, if determined to be consistent with the provisions of this plan, will be approved by the supervisors and Executive Team member.
- b. Each employee will choose and work a set schedule for the duration of a scheduling period. A scheduling period is defined as an even number of weeks, beginning on a Sunday and ending on a Saturday, consistent with a biweekly work period.
- c. An employee wishing to change their ongoing work schedule must submit a written request to their supervisor at least two (2) weeks prior to the beginning of the biweekly work period when the requested change would become effective. The Supervisor shall provide a written response within seven (7) working days, and if the request is not granted the response will include a written explanation for the denial. Such changes shall be at the sole discretion of the supervisor. Changes in ongoing work schedule shall not exceed three (3) per calendar year. This excludes changes related to alternative flex day requests based on agency holidays, client or business needs.
- d. For purposes of this section, a set schedule is defined to mean that an employee works the same eight (8) and nine (9) hour days and takes the same day off for an entire scheduling period. A supervisor may, at their sole discretion, allow an employee to vary their set schedule during a scheduling period.
- e. Employees shall not accumulate days off under this plan for any purpose, but shall take them in accordance with the schedule established.

10. Exclusions/Discontinuation of Alternative Schedules

All employees who are eligible may participate in alternative work schedules unless otherwise justified by the Executive Team.

11. Attendance Reporting

- a. Each employee shall maintain, on a daily basis, a record of their hours worked and taken off, on a time sheet, the form, format and instructions of which shall be determined by the Employer. These time sheets MUST be

completed, signed by the employee, and submitted to their supervisor by the day following the end of the pay period.

- b. Accrual and use of vacation and sick leave will be accounted for on an hourly basis.

C. OVERTIME

For nonexempt employees on normal work schedules, the Employer shall pay overtime for all hours worked in excess of forty (40) in any workweek at the rate of one and one-half (1 1/2) times the employee's normal rate of pay.

D. POSTING OF SCHEDULES

1. The appropriate supervisor shall sign schedules confirming that the schedules meet minimum coverage requirements.
2. After approval, each unit's days and hours for the scheduling period shall be posted.

E. CORE DAYS

1. Agency-wide core days for alternative schedules are set for Tuesdays and Thursdays. Days off on these schedules can only be Mondays, Wednesdays, or Fridays. Employees who wish to take an agency wide core day off for alternative schedules must get pre-approval from their supervisor, depending on unit and agency meetings and events.
2. The Executive Team shall have the option of varying core days according to operational needs.

F. MINIMUM COVERAGE

1. When an employee in a work unit is on paid or unpaid leave, or when a unit suffers the loss of a member during a scheduling period such as through sudden illness of an extended duration or through resignation, minimum coverage must be maintained with the remaining staff in the unit. In those instances where minimum coverage is impacted, the unit shall develop a revised work schedule that meets minimum coverage standards, with a minimum of one (1) weeks' notice for any change.
2. When an employee is asked to provide support outside of their normal workload, overtime may be available and if denied, the supervisor will be responsible for

setting work priorities, which may include postponing and/or reassignment of regularly assigned duties.

3. When the Union finds a minimum standard to be overly restrictive it may request to meet and discuss the matter with Agency management. Such request shall not be unreasonably denied.

G. RESOLVING SCHEDULING CONFLICTS

1. Scheduling conflicts shall be resolved according to seniority as defined in Section 20 of this Agreement.
2. Scheduling conflicts shall include, but not be limited to, conflicts over alternative schedules options, start/quit times, days off, and scheduling during holiday periods.
3. Ties in seniority will be resolved in favor of the employee with the greatest amount of time in service to the Agency in current classification.
4. A senior employee who initially chooses not to exercise their seniority to obtain an alternative schedule cannot bump another employee.
5. Any employee who transfers into a unit may bid for an alternative schedule on a seniority basis, but may not bump an employee out of an option already taken. Bidding for an option will occur if the option becomes available as a result of being vacated by the previous incumbent.

H. HOLIDAY SCHEDULING

1. Scheduling for holidays must be considered in advance in finalizing the work schedule as indicated above. An employee shall receive and be compensated for holidays as specified in Section 8 of this Agreement.
2. In preparing a schedule during a period in which any holiday falls, the following shall apply to employees on the alternative schedule (subject to minimum coverage):
 - a. If the holiday falls on the employee's regularly scheduled day off, the employee and supervisor shall agree upon an alternate day during the alternative biweekly work period in which the holiday falls.
 - b. If the holiday falls on the employee's regularly scheduled work day, they will simply take the day off.

SECTION 25. WORKING IN DIFFERENT CLASSIFICATION

An employee who is required, for a period of five (5) or more consecutive work days, to perform all the duties of a higher classification shall be paid for such period at the rate of the higher classification for such work.

SECTION 26. WAGES AND CLASSIFICATIONS

A. WAGES

Effective December 1, 2012, the straight-time hourly rates for employees and for all classifications covered by this Agreement shall be set forth in "Appendix A" attached hereto and made a part hereof. Salary step increases shall become effective on the first (1st) day of the bi-weekly pay period that is closest to the actual salary anniversary date. Said rates in Appendix A include a 1% cost of living adjustment (COLA) across the board for all classifications.

Effective July 1, 2013, rates in Appendix A shall be increased by 1.031 % in exchange for employees increasing their contribution to CalPERS to 3% effective 7/1/13.

Effective July 1, 2013, the rates in Appendix A shall be increased by an additional 1.25%, contingent on the remaining 1.25% trailer bill budget reduction ending on June 30, 2013, and these funds being restored to the Employer's allocation from DDS. Upon the request of either party, the parties shall promptly meet and negotiate over this matter if this expected restoration is modified.

1. Effective January 1st 2020 the bargaining unit salary schedule classification rates will be increased by 1.25% beginning the first full pay period.
2. Effective July 1st 2020 the bargaining unit salary schedule classification rates will be increased by 1.50% beginning the first full pay period.
3. Effective July 1st 2021 the bargaining unit salary schedule classification rates will be increased by 1.75% beginning the first full pay period.
4. Effective July 1st 2022 the bargaining unit salary schedule classification rates will be increased by 1.75% beginning the first full pay period.
5. Effective July 1st 2023 the bargaining unit salary schedule classification rates will be increased by 1.75% beginning the first full pay period.
6. Should the state budget include increases specifically for regional center salary and wages, the Employer and Bargaining unit agree to reopen to discuss any changes to salary and wages understanding that the increases in 1 to 5 above will

be considered as part of those increases and not in addition to.

7. Each New Year's Eve during the term of this contract will be observed as an Agency Holiday.

We acknowledge that this commitment may lead to delayed hiring of certain positions for periods of time.

B. PAY PLAN

Step I. The first step is the minimum rate and may be the hiring rate for the classification, with the possible exception of former employees of the Employer as specified below.

Step II. The second step shall be paid after completion of six (6) months of satisfactory service at Step I.

Step III. The third step shall be paid after the completion of twelve (12) months of satisfactory service at Step II.

Step IV. The fourth step shall be paid after completion of twelve (12) months of satisfactory service at Step III.

Step V. The fifth step shall be paid after completion of twelve (12) months of satisfactory service at Step IV.

Step VI. The sixth step shall be paid after completion of twenty-four (24) months of satisfactory service at Step V.

Step VII. The seventh step shall be paid after completion of twenty-four (24) months of satisfactory service at Step VI.

Former employees of the Employer may, at the sole discretion of the Employer, be rehired at their former salary step.

- C. A promotion is defined as appointment from one classification to a higher paid classification. When an employee has been promoted, they shall be placed on that step of the new classification which is at least five percent (5%) above the amount earned immediately prior to the promotion. In no event shall such placement be less than the first step or greater than the sixth step of the new classification. The effective date of such promotion shall then become the employee's new salary anniversary date. Step increases will continue until the maximum rate for the classification has been reached.
- D. Employee's paychecks will be issued on the Friday following the end of the biweekly pay period or the working day immediately prior thereof, if the Friday should fall on a holiday.

- E. The Employer agrees to negotiate with the Union an appropriate salary for any new or substantially changed classification covered by this Agreement.
- F. Those employees covered by this Agreement who are in a position designated by the Employer to be "bilingual" will receive a bilingual differential of eighty-five dollars (\$85) per pay period in addition to their normal rate of pay.

Those employees covered by this Agreement who are in a position designated by the Employer to be "trilingual" will receive a trilingual differential of one hundred twenty-five dollars (\$125) per pay period, in addition to their normal rate of pay.

The Employer will convert non-bilingual positions that become vacant to a bilingual position as needed.

- G. Effective 2/1/2002 the Employer shall create a Case Manager II classification. This classification shall have an entry 4% above Case Manager Step I. The step progression shall be in 5% increments with the same time limits as the current scale. Employees who have spent 24 months at Step 7 of the Case Manager I scale shall move to Step 7 of the "II" scale.

Employees in the Case Manager I range who have Master's Degrees in the following fields will be placed in the 'II' range:

Counseling	Education
Social Work	Social Service
Psychology	Human Development

Exceptions may be presented to Human Resources, who will then consult with the Union. After consultation, the Management of the Agency shall make a decision on whether or not the degree is included. This decision shall be final and is not subject to the grievance procedure.

- H. A discussion of Tier II for all classifications will be conducted between the Bargaining Unit and management during Bargaining for the next full contract.

SECTION 27. PERSONNEL RECORDS

- A. An official employee personnel record containing records, reports, and other material relating to employment and performance of each employee shall be maintained by the Employer in one (1) file and shall be open at reasonable work times to the inspection of the employee in the presence of the Employer's personnel representative.
- B. Employees shall notify the Employer in writing of any change in employee's name, address, telephone number, tax status, marital status (for benefits and tax withholding purposes only), addresses and telephone numbers of dependents and spouse or former

spouse (for insurance purposes only), beneficiary designations for insurance, disability, and pension plans, person(s) to be notified in case of emergency, and any factors that affect the employee's ability to carry out their duties.

- C. All material related to an employee's performance shall be signed by the employee's supervisor and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by signing the copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its contents.
- D. The employee shall have the right to have placed in their file a written statement of disagreement to any material in the file and this statement shall be attached to the material in question. The employee, upon request, shall be given a reproduction of any material in the file.
- E. No anonymous or secret material will be placed into the file of any employee. Any such material placed in the file prior to the execution of this Agreement shall be removed at the request of the employee.
- F. Material received by the Employer and pertaining to the work performance of any employee shall be placed in the employee's personnel file. The employee shall receive a copy of any such material received. The Employer or employee may place in the file a written statement pertaining to any such material.
- G. Material will be revised or removed 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 a result of the Grievance Procedure. Unless included in a performance evaluation, as specified in Section 28 A and D of this Agreement, a warning document shall be removed from an employee's personnel file after a period of two (2) years has elapsed, provided that the employee has received no other warning of any kind during that period and the employee requests such removal in writing.
- H. With the written permission of the employee, a representative of the Union may review the employee's personnel file and obtain copies of the contents upon request at the agency's cost in the presence of a HR staff person.

SECTION 28. EVALUATION, DISCIPLINE AND TERMINATION

- A. All newly-hired or promoted employees in regular full-time and regular part-time positions covered by this Agreement shall be deemed to be probationary employees in their new position until they successfully complete a six (6) month probationary period. Probationary employees shall receive a written evaluation at the end of their first three (3) months of employment in their new position. At the end of six (6) months in their new position, probationary employees shall receive a written evaluation, which shall indicate whether or not they have successfully completed their probationary period. Employees

who successfully complete their probationary period will receive regular employee status.

The Employer may, at their sole discretion, extend the probationary period for an employee beyond six (6) months. In no event shall the probationary period for any employee exceed nine (9) months.

- B. Any newly-hired probationary employee may be terminated at any time during the probationary period, at the sole discretion of the Employer, and such termination shall not be subject to the grievance procedure in this Agreement.
- C. In the event a promoted employee does not successfully complete their probationary period as a result of unsatisfactory performance of the job duties of the higher level position, the employee shall be entitled to return to a position in their former classification.
- D. All regular full-time and regular part-time employees will receive a written performance evaluation at least annually.
- E. Regular full-time and regular part-time employees covered by this Agreement shall not be terminated or disciplined except for just cause. Prior to termination, suspension or demotion, the employee's immediate supervisor will provide counseling and a written evaluation of performance, including a statement of action required to remove the deficiency. The employee will be given a reasonable period of time to improve performance, unless the employee's conduct constitutes or creates the clear possibility of a hazard to clients, to themselves or to fellow employees, is clearly detrimental to clients, or involves dishonesty or gross misconduct.
- F. Notice of termination, suspension or demotion shall be served in person or by certified mail, return receipt requested, to the employee as soon as possible. The notice shall include the following information:
 - 1. Statement of the nature of disciplinary action;
 - 2. Effective date of the disciplinary action;
 - 3. Statement of the cause for disciplinary action;
 - 4. Statement in ordinary and concise language of the act or omissions on which causes are based; and
 - 5. Statement advising the employee of their right to grieve (except for newly hired probationary employees pursuant to Section 29 B of this Agreement) and the right of Union representation.

A copy of said notice will be sent to the Union concurrently with the prior written consent of the employee.

- G. An employee covered by this Agreement shall have the right to have a Union representative present at any meeting with supervisors or management representative which is disciplinary or investigatory in nature. The Employer will advise the employee of such rights before any such meeting.

SECTION 29. GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as a claim or dispute by a regular or probationary employee covered by this Agreement, the Union, or the Employer, concerning the interpretation or application of this Agreement.

B. ELIGIBILITY

Any regular or probationary employee covered by this Agreement may use this procedure, except that newly hired probationary employees shall not have the right to use this grievance procedure regarding termination or other disciplinary action taken against them by the Employer, and a promoted probationary employee shall not have the right to use this procedure regarding their termination or demotion by the Employer, as prescribed in Section 28 C of this Agreement.

C. PROCEDURE

Step 1. Grievances shall initially be taken up orally by the employee and/or the Union Steward and the immediate supervisor in an attempt to settle the matter on an informal basis. However, at the employee's option, grievances related to termination may be presented directly to the Executive Director or their designee within seven (7) working days or receipt of notice of termination.

Step 2. If the grievance is not resolved at Step 1, it may be submitted to the Employer at the next administrative level. In order to be valid, the grievance shall be reduced to writing and shall contain a clear statement of the nature of the grievance, the date of the alleged violation, the Section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance, the signature of the grievant or the Union representative, and shall be so submitted within twenty (20) working days of the date that the alleged violation occurred or could be reasonably known to have occurred. A meeting shall be scheduled within ten (10) working days of receipt of the grievance. A written response will be made within ten (10) working days of said meeting.

Step 3. If the grievance is not resolved at Step 2, it may be submitted in writing to the Executive Director or their designee within ten (10) working days after Step 2 is completed. In order to be valid, the grievance must contain all the elements and particulars specified in Step 2. The Executive Director or their designee shall schedule a meeting to hear the grievance within ten (10) working days after receiving it, and will provide the grievant a written response within ten (10) working days after the meeting.

Step 4. If an unsatisfactory answer is received at Step 3, the grievance may be directly referred to binding arbitration. The request for arbitration must be made, in writing, within twenty (20) days of the Step 3 response. Upon receipt of written request for arbitration of a grievance under this procedure, the Employer and the Union shall attempt to select a mutually acceptable, impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) working days after receipt of the written request for arbitration, either party may request the California State Conciliation Service to submit a list of five (5) representative arbitrators. Each party shall alternatively scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. All expenses of arbitration shall be paid equally by the Employer and Union. The decision of the arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) days of the arbitration hearing.

D. TIME LIMITS

1. Time limits may be extended or waived by mutual written Agreement of the parties.
2. Failure of the Employer to reply to a grievance within the specified time limits automatically grants the grievant the right to process the grievance to the next level.
3. If the grievant fails to refer the grievance from one step to the next step within the specified time limits, the grievance shall be considered settled on the basis of the last decision of the Employer.

SECTION 30. HEALTH AND SAFETY

The Employer shall make every reasonable provision for the health and safety of the employees and shall conform at all times with the requirements of the laws in California. A Union-Management Health and Safety Committee is hereby established, consisting of two (2) members designated by the Employer and two (2) members designated by the Union. The Committee shall review health and safety problems. The Committee shall meet every month and shall report quarterly to the Executive Director.

SECTION 31. SAVING CLAUSE

If any of the provisions of this Agreement are held to be contrary to any state or federal law or regulation 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. The parties shall attempt to re-negotiate any provisions determined invalid within thirty (30) working days.

SECTION 32. BARGAINING OBLIGATION

A. FULL UNDERSTANDING.

It is intended that this Agreement sets forth the full and entire Agreement of the parties regarding the matters set forth herein and all other topics subject to bargaining; and, therefore, any other prior or existing agreements 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 counterproposals 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.

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 conditions.

SECTION 33. NO STRIKE NO LOCKOUT

Under no circumstances will the Union or its agents cause, sanction, or permit its members to cause any strike, slowdown, stoppage of work, or other economic action directed at any activity of the Employer. The Union or its agents shall not cause, sanction or engage in any picketing during the term of this Agreement. There shall be no sympathy strike or other action by the Union, its agents, or its members in support of any other protest conducted by the Union or any other labor organization. Under no circumstances will the Employer engage in a lockout during the term of this Agreement.

SECTION 34. EMPLOYMENT OF IMMEDIATE FAMILY MEMBERS

- A. Immediate family members of an employee covered by this Agreement will be considered for employment provided the individual possesses all of the qualifications for employment. However, immediate family members will not be employed if it would create a direct or indirect supervisor/subordinate relationship or if it would create either an actual or perceived conflict of interest. These criteria will also apply when assigning, transferring, or promoting an employee and when employees marry.
- B. For purposes of this Section, "immediate family" shall include the employee's spouse, domestic partner, brother, sister, parents, children, stepchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.
- C. For purposes of this Agreement, an employee's domestic partner is defined as one who lives together with the employee in an exclusive and mutually committed relationship similar to a recognized marriage; is mutually responsible with the employee for each other's welfare and financial obligations to third parties; is not a blood relative of the employee; and, like the employee, is not married to another person.
- D. In the event employees marry, or become domestic partners, the Employer will attempt to find a suitable position to which one of the affected employees may transfer. If such an accommodation is not feasible, the employees will be permitted to determine which of them will resign.

SECTION 35. HARASSMENT PROHIBITED

- A. Discriminatory harassment based on race, color, religion, sex, gender, gender identity or expression, sexual orientation, national origin including language use restrictions, ancestry, age, marital status, physical or mental disability, medical condition or HIV/AIDS status, political affiliation, military or veteran status, genetic characteristics, or any other basis prohibited by law, is prohibited. It is the Employer's policy that no employee shall discriminatorily harass any other employee or applicant. Any employee who violates this policy is subject to discipline, up to and including discharge.

Employees or their representative shall report any such harassment to their supervisor, or to the Human Resources Department.

- B. Verbal, physical, and visual conduct that creates an intimidating, hostile, or offensive environment in the workplace, or that interferes with work performance, may constitute harassment. Examples of harassment may include racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons; and other similar conduct. Sexual harassment may include solicitation of sexual favors; unwelcome sexual advances; or other verbal, visual, or physical conduct of a sexual nature.
- C. Employees or their representative shall promptly report harassing behavior by a co-worker or workplace harassment by a non-employee to their supervisor or to the Human Resources Department. Should the harassing behavior be by the employee's supervisor, the employee or their representative should report the matter promptly to the Human Resources Department.
- D. Every reported complaint of harassment shall be investigated as confidentially as possible. Retaliation against any employee for making a complaint regarding harassment will not be tolerated.
- E. Employees found to have engaged in harassment or retaliation will be subject to disciplinary action, as provided in this agreement. The Employer will take corrective action regarding acts of harassment or retaliation engaged in by its clients (including family or friends) and vendors.

SECTION 36. LICENSING

- A. The Employer shall permit clinical supervision, as available, to bargaining unit employees to obtain a LCSW/MFT/LPCC/Psychologist license, and BCBA certificate, including interns, trainees, and pre-BCBA certified staff in a graduate school program focused on licensure.
- B. Such activities will occur during normal business hours, on paid time, according to a schedule approved by the employee's Immediate Employment Supervisor and not to exceed two (2) hours per week.
- C. The Employer will pay for professional licensing, certification or registration fees (prorated for part-timers) for those employees who are required to be licensed or certified for employment with RCEB. Employees shall reimburse RCEB for one half (1/2) of the professional licensing or certification fees paid by the Employer if the Employee leaves the agency to pursue other employment within their new hire probationary period.
- D. If clinical supervision is available, no regular employee who is a pre-licensed Intern, pre-BCBA certified, or Trainee in graduate school focused on licensure, will be denied on-

site supervision unless there are recorded performance deficiencies or if the employee is on their first three (3) months of probationary status.

- E. The Employer shall allow Bargaining Unit and non-represented staff members who are qualified per state licensing laws and regulations to perform, at the staff member's sole discretion, clinical supervision so long as the staff member has no recorded current performance deficiencies. Staff members performing clinical supervision shall:
1. Not exceed two (2) hours per week paid time, during normal business hours, to perform clinical supervision.
 2. Not charge for supervision services.
 3. Receive written approval from their department's Associate Director or Director prior to commencing clinical supervision.
 4. Continue to maintain their regular work load to agency standards. In the event that the clinical supervisor cannot maintain their workload to agency standard they shall not continue performing clinical supervision. They shall notify supervisees two weeks in advance of ending clinical supervision and terminate provision of clinical supervision until such time as they are able to manage workload and performance of clinical supervision.
 5. In the event that all other office spaces are reserved for the Employer's business and the office space or room reserved for clinical supervision is needed for a meeting then the agency meeting shall supersede clinical supervision and it shall be the responsibility of the clinical supervisor to notify supervisees and reschedule supervision to an alternate location or time.
 6. Both the Employer and the Union understand and agree that, per state licensing law, it is the responsibility of the clinical supervisor to determine the qualifications, training, and expertise of the supervisees under their supervision and it is the sole discretion of the supervisor to determine whom they are qualified or able to supervise.
- F. The Employer shall allow one non-staff clinical supervisor on-site per office and permit the use of space in a location suitable to maintain confidentiality of clinical discussions and the clinical supervisor/supervisee relationship. Each office's supervisees shall have the right to choose a clinical supervisor based on their needs, schedule, and licensing requirements. The Employer shall not be responsible to pay, reimburse, or otherwise compensate any outside clinical supervisor for their services. All costs, fees or payment for supervision shall be the sole responsibility of the supervisees.
- G. It shall be the sole responsibility of the supervisees to ensure that their clinical supervisor meets and maintains all qualifications set forth in the appropriate State of California Licensing Law.

- H. The supervisees shall provide a copy of the following documentation, to the director of Human Resources, at least two weeks in advance of commencing supervision, and/or annually thereafter (for continued supervision) for any non-staff clinical supervisor:
1. Copy of the clinical supervisor's professional license;
 2. Copy of the clinical supervisor's original licensure date, to verify they meet the minimum licensing time requirements set forth by the appropriate licensing boards to provide clinical supervision;
 3. Copy of the clinical supervisor's professional liability insurance, which shall include RCEB as an additionally insured party;
 4. Memorandum of Agreement that they are a volunteer for RCEB and there is no payment/salary or fees for services paid by the Employer and any cost for supervision is to be paid by the interns as allowed in licensing laws (sample attached as Appendix G); and
 5. Verification of completion of the required Continuing Education Units (if applicable).
- I. In the event that additional clinical supervisors are necessary to meet the needs, and comply with legal limits on supervisees, of interns/supervisees/Pre-BCBA candidates or Psychological Assistants in the bargaining unit, bargaining unit members will notify Human Resources, either directly or through a union steward, of the additional need and it shall be at the sole discretion of the Employer to determine if an additional clinical supervisor shall be permitted on site.
- J. The employer is not responsible for any mileage incurred by a supervisee or clinical supervisor in the event that clinical supervision is performed outside the employee's primary office location.

SECTION 37. JOINT LABOR MANAGEMENT COMMITTEE

Within 30 days of ratification, a Joint Labor Management Committee will be established between SEIU Local 1021 and Regional Center of the East Bay. The Joint Labor Management Committee will meet every month. The purpose of the committee will be to meet, discuss, and/or make recommendations regarding issues related to the operations of RCEB. Issues may include but not be limited to the following:

- a. Consistency of RCEB operation with policies
- b. Communications
- c. Workload issues
- d. Morale
- e. New procedures
- f. New program initiatives
- g. Educational scholarships

The Joint Committee will provide a forum for information sharing, identification of issues requiring review through a consensus process and review of workplace developments. The Joint Committee will not discuss issues relating to discipline, grievances, contract negotiations, and individual performance problems.

The Joint Committee will be composed of up to six (6) employees including the Chapter President representing the Union and up to six (6) supervisory employees including the Human Resources Director representing Management. The Chapter President may designate the Chapter Vice President to serve instead as one of the Union representatives for her or his term of office. The Union Field Representative and the RCEB Executive Director shall be included in the committee on a voluntary basis. The term for Joint Committee members shall be for a period of two years, with at least two (2) new members chosen by each side every two years. Joint Committee members may not be appointed to consecutive terms, except that, by a vote of the Committee, members' terms may be extended on a year-to-year basis. The membership shall reflect a cross section of bargaining unit classifications. Within 45 days of implementation of the committee, its members shall receive training from the Federal Mediation and Conciliation Service.

The Joint Committee may create work groups as needed to address specific issues identified by the Committee. These work groups may consist of Joint Committee members and other RCEB employees. The work groups will report back to the Committee. The Joint Committee may present written recommendations to the Executive Director. The Executive Director shall review the report, consider the issue involved, and respond back to the Joint Committee with regard to the report.

The Joint Committee will develop a process whereby RCEB scholarship monies will be disbursed to employees in the amount of \$8000 per year for RCEB work/career related to educational scholarships, up to half available to subsidize intern supervision.

SECTION 38. AUTHORIZED AGENTS

For the purposes of administering the terms and provisions of this Agreement:

- A. The Employer's principal authorized agent shall be RCEB's Executive Director or their duly authorized representative (Creekside Plaza, 500 Davis Street, Suite 100, San Leandro, CA 94577; Telephone: (510) 618-6100), except where a particular Employer representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
- B. The Union's principal authorized agent shall be the Union's Field Representative or their duly authorized representative (Address: 100 Oak Street, Oakland, California 94607; Telephone: (510) 350-4527), except where a particular Union representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

SECTION 39. TERM AND RENEGOTIATION

- A. This Agreement shall become effective December 1, 2019, and shall remain in full force and effect until terminated in its entirety at midnight of November 30, 2023.
- B. In the event either party hereto desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other its written request to commence negotiations no later than ninety (90) days before the November 30, 2023, termination date of this Agreement. Negotiations on a successor Agreement shall begin no later than October 1, 2023, provided that the written request to commence negotiations specified herein has been served upon the other party within the time period specified.
- C. Reopeners

During this four-year contract, either party may reopen wage negotiations each year before November 30. The annual dollar amount for vacation buyout will be mutually discussed and negotiated during wage reopeners. Bargaining in each year shall not commence earlier than sixty (60) days prior to November 30. Wage reopeners will not be in effect December 1, 2019 through November 30, 2023; except as indicated in Section 26.A.6.

SECTION 40. RETENTION PAYOUT

On 12/22/2016 a \$250 one-time payout will be awarded to all workers employed as of 12/16/2016. On 6/26/2017 a \$250 one-time payout will be awarded to all workers employed as of 6/16/2017.

This is an unsigned document for reference. A signed official document is to follow.

Signed on the _____ day of _____, 2020

SEIU Local 1021

Regional Center of the East Bay

Jeffery Dix – President; Negotiator

Jaqueline Brambila – V. President; Negotiator

Eric Stern – Secretary; Negotiator

Sheryll Casuga – Negotiator

Alisha Erksine – Negotiator

Vanessa Ibanez – Negotiator

Saad Muhammad – Chief Negotiator

John Stead-Mendez
Executive Director, Field and Programs
SEIU Local 1021

Peter Masiak
East Bay Regional Field Director
SEIU Local 1021

APPENDIX A. SALARY SCHEDULE - EFFECTIVE JAN 13, 2020

POSITION	1 BW	ANN MTHLY	2 BW	ANN MTHLY	3 BW	ANN MTHLY	4 BW	ANN MTHLY	5 BW	ANN MTHLY	6 BW	ANN MTHLY	7 BW	ANN MTHLY
Physician - U	5,078.91	132,051.66 11,004.31	5,332.86	138,654.36 11,554.53	5,599.50	145,587.00 12,132.25	5,879.48	152,866.48 12,738.87	6,173.45	160,509.70 13,375.81	6,482.12	168,535.12 14,044.59	6,806.23	176,961.98 14,746.83
Behavior Analyst – U	3,028.87	78,750.62 6,562.55	3,180.31	82,688.06 6,890.67	3,339.33	86,822.58 7,235.22	3,506.30	91,163.80 7,596.98	3,681.62	95,722.12 7,976.84	3,865.70	100,508.20 8,375.68	4,058.99	105,533.74 8,794.48
Psychologist/Autism Spectrum Psychologist – U	3,043.76	79,137.76 6,594.81	3,195.95	83,094.70 6,924.56	3,355.75	87,249.50 7,270.79	3,523.54	91,612.04 7,634.34	3,699.72	96,192.72 8,016.06	3,884.71	101,002.46 8,416.87	4,078.95	106,052.70 8,837.73
Speech Specialist – U		76,595.22 6,382.94		80,425.02 6,702.09		84,446.18 7,037.18		88,668.58 7,389.05		93,102.10 7,758.51		97,757.14 8,146.43		102,644.88 8,553.74
Nurse Specialist – U	2,945.97		3,093.27		3,247.93		3,410.33		3,580.85		3,759.89		3,947.88	
Occupational Therapist - U		74,416.16 6,201.35		78,137.02 6,511.42		82,043.78 6,836.98		86,146.06 7,178.84		90,453.48 7,537.79		94,976.18 7,914.68		99,725.08 8,310.42
High Risk Infant Specialist - U	2,862.16		3,005.27		3,155.53		3,313.31		3,478.98		3,652.93		3,835.58	
SDP Specialist – U Autism Spectrum Coordinator - U Diversity & Equity Specialist - U Employment Specialist - U Forensic Services Specialist - U HCBS Specialist – U Living Options Specialist - U Medicaid Waiver Specialist - U Quality Assurance Specialists - U Senior Resource Specialist - U Special Incident Coordinator - U Early Intake & Assessment Specialist – U	2,523.39	65,608.14 5,467.35	2,649.56	68,888.56 5,740.71	2,782.04	72,333.04 6,027.75	2,921.14	75,949.64 6,329.14	3,067.20	79,747.20 6,645.60	3,220.56	83,734.56 6,977.88	3,381.59	87,921.34 7,326.78
Case Manager II – U	2,224.83	57,845.58 4,820.47	2,336.07	60,737.82 5,061.49	2,452.87	63,774.62 5,314.56	2,575.51	66,963.26 5,580.27	2,704.29	70,311.54 5,859.30	2,839.50	73,827.00 6,152.25	2,981.48	77,518.48 6,459.87
Accounting Specialist - U Fiscal Monitor – U		55,621.28		58,402.24		61,322.30		64,388.48		67,607.80		70,988.32		74,537.84
Case Manager I – U	2,139.28	4,635.11	2,246.24	4,866.85	2,358.55	5,110.19	2,476.48	5,365.71	2,600.30	5,633.98	2,730.32	5,915.69	2,866.84	6,211.49
Client Trust Analyst – U Family Transition Coordinator - U		52,297.96		54,912.78		57,658.38		60,541.26		63,568.44		66,746.94		70,084.30
Intake Coordinator – U	2,011.46	4,358.16	2,112.03	4,576.07	2,217.63	4,804.87	2,328.51	5,045.11	2,444.94	5,297.37	2,567.19	5,562.25	2,695.55	5,840.36
Associate Case Manager - U Administrative Secretary II – U Case Manager Intern Bilingual – U Senior Account Clerk – U Transportation Assistant – U Vendor Database Coordinator – U	1,979.43	51,465.18 4,288.77	2,078.40	54,038.40 4,503.20	2,182.32	56,740.32 4,728.36	2,291.44	59,577.44 4,964.79	2,406.01	62,556.26 5,213.02	2,526.31	65,684.06 5,473.67	2,652.63	68,968.38 5,747.37
Administrative Secretary I - U Database Coordinator - U Revenue Coordinator - U Vendor Clerk – U	1,833.30	47,665.80 3,972.15	1,924.97	50,049.22 4,170.77	2,021.22	52,551.72 4,379.31	2,122.28	55,179.28 4,598.27	2,228.39	57,938.14 4,828.18	2,339.81	60,835.06 5,069.59	2,456.80	63,876.80 5,323.07
Account Clerk – U	1,706.00	44,356.00 3,696.33	1,791.30	46,573.80 3,881.15	1,880.87	48,902.62 4,075.22	1,974.91	51,347.66 4,278.97	2,073.66	53,915.16 4,492.93	2,177.34	56,610.84 4,717.57	2,286.21	59,441.46 4,953.46
Secretary – U	1,615.38	41,999.88 3,499.99	1,696.15	44,099.90 3,674.99	1,780.96	46,304.96 3,858.75	1,870.01	48,620.26 4,051.69	1,963.51	51,051.26 4,254.27	2,061.69	53,603.94 4,467.00	2,164.77	56,284.02 4,690.34
Mail/File Clerk – U Records Technician – U Receptionist – U	1,593.52	41,431.52 3,452.63	1,673.20	43,503.20 3,625.27	1,756.86	45,678.36 3,806.53	1,844.70	47,962.20 3,996.85	1,936.94	50,360.44 4,196.70	2,033.79	52,878.54 4,406.55	2,135.48	55,522.48 4,626.87
File Clerk – U	1,415.39	36,800.14 3,066.68	1,486.16	38,640.16 3,220.01	1,560.47	40,572.22 3,381.02	1,638.49	42,600.74 3,550.06	1,720.41	44,730.66 3,727.56	1,806.43	46,967.18 3,913.93	1,896.75	49,315.50 4,109.63
Consumer Advocate(spec. salary) – U	507.00	13,182.00 1,098.50	532.35	13,841.10 1,153.43	558.97	14,533.22 1,211.10	586.92	15,259.92 1,271.66	616.27	16,023.02 1,335.25	647.08	16,824.08 1,402.01	679.43	17,665.18 1,472.10

APPENDIX B. RATES FOR CALPERS MEDICAL INSURANCE - PLAN YEAR 2020

REGIONAL CENTER OF THE EAST BAY PLAN YEAR 2020 SHARE OF COST				
<u>Carrier</u>	RCEB Share	Employee Monthly	Employee Biweekly	Total
<u>Kaiser</u>				
Single	\$768.49	\$0.00	\$0.00	\$768.49
2-Party	\$1,096.37	\$440.61	\$203.36	\$1536.98
Family	\$1,348.65	\$649.42	\$299.73	\$1,998.07
0				
<u>Health Net Smart Care</u>				
Single	\$768.49	\$232.03	\$107.09	\$1,000.52
2-Party	\$1,096.37	\$904.67	\$417.54	\$2,001.04
Family	\$1,348.65	\$1,252.70	\$578.17	\$2,601.35
<u>Anthem HMO Select</u>				
Single	\$768.49	\$100.49	\$46.38	\$868.98
2-Party	\$1,096.37	\$641.59	\$296.12	\$1,737.96
Family	\$1,348.65	\$910.70	\$420.32	\$2,259.35
<u>Anthem HMO Traditional</u>				
Single	\$768.49	\$416.35	\$192.16	\$1,184.84
2-Party	\$1,096.37	\$1,273.31	\$587.68	\$2,369.68
Family	\$1,348.65	\$1,731.93	\$799.35	\$3,080.58
<u>Blue Shield Access+</u>				
Single	\$768.49	\$359.28	\$165.82	\$1,127.77
2-Party	\$1,096.37	\$1,159.17	\$535.00	\$2,255.54
Family	\$1,348.65	\$1,583.55	\$730.87	\$2,932.20

<u>PERS Choice</u>				
Single	\$768.49	\$92.69	\$42.78	\$861.18
2-Party	\$1,096.37	\$625.99	\$288.92	\$1,722.36
Family	\$1,348.65	\$890.42	\$410.96	\$2,239.07
<u>PERS Select</u>				
Single	\$520.29	\$0.00	\$0.00	\$520.29
2-Party	\$1,040.58	\$0.00	\$0.00	\$1,040.58
Family	\$1,348.65	\$4.10	\$1.89	\$1,352.75
<u>PERS Care</u>				
Single	\$768.49	\$364.65	\$168.30	\$1,133.14
2-Party	\$1,096.37	\$1,169.91	\$539.96	\$2,266.28
Family	\$1,348.65	\$1,597.51	\$737.31	\$2,946.16

APPENDIX C. RATES FOR DENTAL COVERAGE - PLAN YEAR 2020

REGIONAL CENTER OF THE EAST BAY PLAN YEAR 2020 SHARE OF COST				
	RCEB Share	Employee Monthly	Employee Biweekly	Total
<u>Delta Dental</u>				
Single	\$59.52	\$0.00	\$0.00	\$59.52
2-Party	\$82.71	\$21.42	\$9.89	\$104.13
Family	\$105.68	\$43.13	\$19.91	\$148.81
<i>*The RCEB share will be prorated for part-time employees</i>				

APPENDIX D. WORK AT HOME/TELECOMMUTE

RCEB considers Work at Home/Telecommute to be a viable alternative work arrangement in cases where individual, job and supervisory characteristics are best suited to such an arrangement. The types of positions that qualify for Work at Home/Telecommute are those that are independent with tasks that can successfully be performed in isolation and require minimal face-to-face communication or presence at the agency site. Classifications that require an employee's presence at the job site in order to complete the assigned job tasks are not eligible to participate in this arrangement. The supervisor will have discretion in determining whether an employee is eligible to participate in this program. Requests by employees to Work at Home/Telecommute shall not be unreasonably denied. All employees reasonably able to Work at Home/Telecommute will be given the option in consultation with their direct supervisor.

In the event that an employee is determined ineligible by the supervisor, an appeal in writing explaining why the decision should be overturned may be presented to the Human Resources Director, who will, with the supervisor making the final decision then consult with the Union which includes a face-to-face meeting with Union representation upon members' request. After consultation, the supervisor shall make a decision on whether or not the employee should be eligible to Work at Home/Telecommute. This decision shall be final and is not subject to the grievance procedure.

Work at Home/Telecommute is defined as an approved schedule of up to 1 set day of the week during the regular workweek when employees will be based outside of the office. This option can be the employee's regular schedule. Part-time employees may work a prorated Work at Home/Telecommute schedule based on their scheduled weekly hours and days. Work at Home/Telecommute can be on an intermittent basis if agreed to and defined, between the employee and supervisor. It is a voluntary work alternative that may be appropriate for some employees and some jobs. Work at Home/Telecommute in no way changes the terms and conditions of employment with the agency.

Procedure:

- Either an employee or a supervisor can suggest Work at Home/Telecommute as a possible work arrangement.
- All Work at Home/Telecommute arrangements are made focusing on the business needs of the agency first. If Work at Home/Telecommute arrangements are being requested, the employee must follow the agency scheduling guidelines and obtain supervisory approval.
- For ongoing regularly scheduled Work at Home/Telecommute requests, an employee shall make this request at least ten (10) business days in advance of the requested Work at Home/Telecommute day; Supervisor shall respond to employee's Work at Home/Telecommute request within five (5) business days.
- Work at Home/Telecommute will not be denied based on work performance concerns that have not been previously identified. The reasons for a denial or a removal from the program shall be put in writing.

- Individuals requesting Work at Home/Telecommute arrangements must be regular employees who have successfully passed probation.
- The employee's supervisor can suspend an employee's participation in Work at Home/Telecommute when the employee has received documented performance discrepancies. When an employee's Work at Home/Telecommute schedule is suspended due to performance discrepancies, they will have the option to return to Work at Home/Telecommute following the correction of performance issues and after a 3 month review of sustained correction of those issues.
- In order to effectively perform their assigned tasks, employees may use Regional Center of the East Bay's equipment at the alternate work site location with the approval of RCEB. Employees using RCEB equipment must follow the agency's equipment policies including but not limited to the following guidelines. Employees must attend the necessary trainings in order to have access to this equipment. The equipment must be protected against damage and unauthorized use. All RCEB owned equipment will be serviced and maintained by RCEB. Any equipment provided by the employee will be at no cost to RCEB and will be maintained by the employee. Only software assigned by RCEB is to be used. RCEB may provide the following equipment, subject to availability: Laptop computer (and related Equipment) and consumable office supplies. All equipment is to be signed out from RCEB for specified period of time and to be returned to RCEB as agreed. The employee is to be responsible for all equipment that has been signed out for this purpose. Any equipment signed out must be returned before the employee leaves employment with RCEB.
- RCEB will provide access to agency web based software (such as SANDIS, Outlook etc.), that are at no additional cost to the agency and in keeping with agency security requirements.
- The employee is responsible for establishing an appropriate work environment within their home and must follow the agency's safety requirements and procedures.
- Employees will check voicemails and respond while on Work at Home/Telecommute work days. Employees will make all work related calls on their personal phones with their personal phone number blocked to the recipient by utilizing the *67 function. Alternatives to this phone call agreement such as web-based phone numbers may be discussed and agreed with the employee's supervisor.
- Injuries sustained by the employee while at their home work location and in conjunction with their regular work duties are normally covered by the company's workers' compensation policy. Work at Home/Telecommute employees are responsible for notifying the employer of such injuries in accordance with the agency's worker's compensation procedures. Work at Home/Telecommute employees are not permitted to have meetings in their homes with people who are not employed by RCEB (i.e., consumers, families of consumers, vendors, providers, etc.). The employee is liable for any injuries sustained by visitors to his or her work site. The Employer's policy for drug-free workplace applies while on Work at Home/Telecommute schedule.
- RCEB will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, phone bill) whatsoever, associated with the use of the employee's residence. RCEB will not be responsible for any internet provider costs. The employee does

not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for RCEB.

- The employee agrees to be accessible by phone within a reasonable time period during the agreed upon work schedule. If there is a change in the schedule, current agency procedures should be followed.
- Work at Home/Telecommute employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked consistent with agency procedures. Hours worked in excess of those specified per day and per work week will, in accordance with state and federal requirements, require the advance approval of the supervisor.
- A Work at Home/Telecommute Agreement and checklist will be signed by the participating employee and applicable supervisor and placed in the employee's personnel file.
- As with all RCEB employees, employees who Work at Home/Telecommute are expected to adhere to all the rules and regulations of RCEB and DDS including security and confidentiality of data and information handled in the course of their work.
- Work at Home/Telecommute is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands.
- Work at Home/Telecommute will be available to part-time employees on a prorated schedule.
- Equipment at home must have updated_virus coverage installed.
- No consecutive days out of the office, not including weekends (i.e. a Work at Home/Telecommute day cannot be used in combination with flex, 4/10 scheduled day off, vacation, and/or holiday). Employees shall not lose a Work at Home/Telecommute day due to a holiday or agency business and shall reschedule when possible.
- Employees will respond to supervisor and management calls within one hour of contact when Working at Home/Telecommuting.

APPENDIX E. SUPERVISOR’S CHECKLIST FOR WORK AT HOME/ TELECOMMUTE

This checklist should be used to ensure your employee who is Working at Home/Telecommuting is properly oriented to the Agency’s work at home program.

Employee _____

Supervisor _____

- _____ Employee has read the Agency’s Work at Home/Telecommute policy.
- _____ Employee and supervisor have agreed to a Work at Home/Telecommute schedule.
- _____ Currently agreed Work at Home/Telecommute day is: _____
- _____ Employee’s cell phone number: _____
- _____ Employee’s address: _____
- _____ Equipment issued by the Agency is documented.
- _____ Performance expectations have been discussed and are clearly understood.
- _____ Requirements for adequate and safe office space at home have been reviewed with the employee and the employee certifies that those requirements have been met.
- _____ Requirements for care of equipment assigned to the employee have been discussed and are clearly understood.
- _____ The employee understands and will abide by the agency’s requirement for confidentiality of records.
- _____ The employee was given information on ergonomically correct workstations.
- _____ The employee and supervisor have signed the Work at Home/Telecommute agreement.

Supervisor Signature

Date

Employee Signature

Date

APPENDIX F. GENDER INCLUSIVE LANGUAGE

Upon ratification of this contract all the phrases/pronouns “she/he” and “he/she” will be changed to “they”. All of the phrases/pronouns “her/his” and “his/her” will be changed to “their.” All the phrases/pronouns “herself/himself” and “himself/herself” will be changed to “themselves”. This will include any alternative plural gendered phrases/pronouns as well. This will also affect all agreed upon changes to the contract by the Employer and the Union.

APPENDIX G. SAMPLE AGREEMENT FOR VOLUNTEER CLINICAL SUPERVISORS

I, _____, enter into an agreement to provide clinical supervision to staff persons at Regional Center of the East Bay (RCEB). In signing this agreement I understand and agree to the following:

- I understand that I am an unpaid volunteer of RCEB, not an employee or contractor of RCEB.
- I meet the minimum legal requirements of a clinical supervisor, as outlined in the licensing law for supervisees operating under my license.¹
- As a volunteer, I am not entitled to compensation from RCEB, but may charge supervisees for my services, as permitted by law.
- I agree that I will maintain awareness of current licensing laws and regulations related to provision of clinical supervision and that I am bound by all laws and regulations.
- I will provide the following documentation to the RCEB Human Resources Director, prior to commencing any clinical supervision:
 - Copy of my current Professional License, and any license renewal that occurs during the provision of clinical supervision;
 - Copy of my Professional Liability Insurance, and annually thereafter;
 - Copy of any required Continuing Education Units (CEU's) to provide clinical supervision;
 - Verification that I meet the minimum licensure timeframes to provide clinical supervision.

I understand and agree that I am bound to maintain the confidentiality of the supervision sessions, as set forth in the appropriate licensing laws.

RCEB understands, and agrees, that I may review the files of the supervisees under my supervision, as required by law, but I may not remove files from RCEB offices or take photocopies of documentation without the written permission of RCEB Human Resources.

In the event that I must terminate clinical supervision I shall give the interns/associates/registrants under my supervision 2 weeks' notice and give the same to RCEB Human Resources, except in the event of an emergency. I also understand that I must sign any required weekly summaries or experience verifications for hours of supervision completed by me.

This agreement shall remain in effect for the calendar year following its date of signature, unless terminated by RCEB Human Resources or myself, with appropriate notice (outlined above).

¹ I understand that the various licenses/certifications have differing supervisor educational and CEU requirements based on Business and Professions Code 4980-4999 and I will only provide supervision to supervisees for whom I meet the minimum requirements.

APPENDIX H. Side Letter Agreement for ACMHS employees at RCEB

Side Letter Agreement Modifying the Collective Bargaining Agreement

Between

Regional Center of the East Bay and SEIU Local 1021

Regional Center of the East Bay (RCEB) and Local 1021 Service Employees International Union (Local 1021) agree that any former employees of Asian Community Mental Health Services (ACMHS) who are hired by RCEB on July 1, 2016 will, for purposes of vacation accrual, be treated the same as those employees who are referred to in Section 9 of the current collective bargaining agreement between RCEB and Local 1021 as "Delegation staff hired on August 31, 1991 or during the month of September, 1991." The parties further agree that this side letter means that for any ACMHS employees hired by RCEB on July 1, 2016, their seniority at ACMHS will be added to their seniority at RCEB for purposes of vacation accrual computations only.

Signed on the 12th day of May, 2016

For Regional Center of the East Bay

[Signature]
[Signature]
Donke Lodipo

For SEIU Local 1021

Ussesamisa Dosmanyles
Juli Lual FIELD rep.
Cice Steen Chapter President
[Signature]
Adelle [Signature]

