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# AGREEMENT BETWEEN

# VALLEY MOUNTAIN REGIONAL CENTER

# AND

# SOCIAL SERVICES UNION LOCAL 1021, SERVICE EMPLOYEES

# INTERNATIONAL UNION

NOVEMBER 1ST, 2025 – NOVEMBER 1ST, 2028

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PREAMBLE

This Agreement is entered into this first day of November 2025, by VALLEY MOUNTAIN REGIONAL CENTER, INC. (hereinafter called the Employer) and SOCIAL SERVICES UNION, LOCAL 1021, Service Employees International Union (hereinafter called the Union).

**SECTION 1 - RECOGNITION**

The employer recognizes the union as the exclusive bargaining representative for all employees excluding supervisors, managers, confidential and temporary employees.

**SECTION 2 - UNION SECURITY, DUES CHECKOFF AND NOTIFICATION**

A. Each employee hired on or before the date of ratification of this Agreement, and each employee hired during the term of this Agreement, shall, within thirty-one (31) calendar days of ratification or hire, 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 fee equal to the periodic dues uniformly required as a condition of membership in the Union;

3. Make an equivalent monthly monetary contribution, to United Way, Combined Health Agencies Drive, the Red Cross, or a charitable institution of their choice. This option is available only to employees who demonstrate a sincere religious or moral belief against supporting a union. The validity of the conviction will be determined by the Union. The Union's decision may be grieved by the Employer at the request of the employee.

B. Members of the Union in good standing shall be defined as employed members of the Union who tender periodic dues as 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 Section A or B above, the Employer shall terminate the employment of such employee.

D. The Employer shall deduct from each paycheck the amount of Union dues and service fees specified by the Union from the wages of all employees who have voluntarily provided the Employer with a written assignment authorizing such deductions. The Employer will promptly remit to the Union the monies deducted pursuant to such assignments with a list of the employees for whom deductions are made.

E. The Employer shall deduct on a monthly basis the amount that employees voluntarily choose to donate to COPE. Employees will voluntarily provide the Employer with a written

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assignment authorizing such deductions. The Employer will promptly remit to the Union the monies deducted pursuant to such assignments with a list of the employees for whom deductions are made.

F. The Union will hold the Employer harmless against any claim or obligation which may be made by any person by reason of said deduction, including the costs, attorney's fees and other expenses of defending against such a claim.

G. Not later than the tenth (10th) of each month, the Employer shall supply the Union with the name classification, mailing address and date of hire of any newly hired employee and the names of any employees terminated or laid off during the previous month.

H. On a quarterly basis, the Employer will provide to the Union a list of those individuals working in subcontracted, intermittent, or casual help positions working as provided in Section 33G. The notice will include the job titles, and the names of the individuals employed.

**SECTION 3 - UNION BUSINESS**

A. A duly authorized representative of the Union shall be permitted access to the Employer's facilities at reasonable times for the purpose of observing whether this Agreement is being observed, to investigate complaints of employees, or to assist in the adjustment of grievances, provided that the Union representative shall give prior notification to the Employer's Executive Director 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 their supervisor or other Employer representative in connection with a complaint or problem concerning the employee during working hours. The Union shall promptly advise the Employer of the name of the assigned Worksite Organizer.

B. The Employer agrees to recognize one (1) Union steward per 50 bargaining unit members per office with no less than one (1) Union steward in the San Andreas office, not less than one (1) Union steward in the Tracy office, no less than four (4) Union stewards in the Stockton office, and no less than three (3) Union stewards in the Modesto office. The Union president, secretary-treasurer, chief shop steward, and stewards shall restrict their union activities during working hours to five (5) hours per week, which shall be scheduled by mutual agreement between the union steward and their immediate supervisor, and stewards shall notify bargaining unit members of the scheduled time during which the steward can be reached. Union stewards and the president and the secretary/treasurer are expected to continue performing their normal work duties during the scheduled hour whenever they are not interrupted by Union work. Notwithstanding the foregoing, Union stewards and the president and the secretary-treasurer shall be allowed reasonable work time necessary to assist employees during grievance conferences. Both parties will seek to schedule a reasonable date, time and location for such conferences. If the parties cannot agree on a date, time and location, each party will offer a minimum of three (3) dates/times/locations. The Union shall notify the Employer of the names of the currently designated Union stewards and the president and the secretary-treasurer. Up to two

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(2) DD Council delegates will be provided up to 8 hours paid time one time per year for legislative work on behalf of the Regional Center system with prior approval of the Executive Director.

C. The Employer shall make available bulletin board space in each office for the use of Union. The Employer shall provide a locking four (4) drawer file cabinet and key for use by the union president, in the vicinity of the president's workstation. The employer will provide a locking storage cabinet for the Union use at each worksite.

D. The Employer agrees to allow the Union to utilize Employer break rooms and conference rooms for Union meetings, provided that such facilities are available and without cost to the Employer. For meetings during work hours, the Union shall use the same conference room scheduling protocol as is used for other Agency business. If any cost is incurred by the Union's use of Employer's facilities, as provided herein, the Union agrees to pay reasonable expenses. The Union agrees to leave facilities used in a clean and orderly condition, and to return the furniture in any room used to its position at the beginning of the Union's use of the room.

E. The parties shall establish a Labor-Management Committee. The Committee shall be comprised of up to four (4) members selected by the Union and the Union Representative, and up to four (4) members selected by the Employer. The Committee shall meet to discuss issues of concern to the bargaining unit. The Committee shall meet on a regular basis, ordinarily no less than three (3) times per year. At least one (1) week prior to any meeting, the parties shall submit agenda items. Agenda items not identified at least one (1) week in advance may, at the option of either party, be deferred to a future meeting. Agenda items may not include discussion of confidential personnel matters which are more appropriately discussed between the appropriate shop steward and the Director of Human Resources.

F. Employees serving as members of the union's negotiating team are not eligible for Employer reimbursement for travel/mileage resulting from travel to and from bargaining sessions and meetings to prepare for negotiations.

G. The Employer agrees to allow the designated Union representative to participate in New Employee on-boarding to provide introduction and assist in completing Union Membership documentation. In addition, Union Members shall have one (1) hour paid time per quarter to participate in the New Employee Orientation presented by the Union.

H. The Employer shall notify all bargaining unit employees of changes to the Employer’s policies and procedures related to the work of employees.

I. I. In the event that DDS issues a new directive which impacts wages, hours and working conditions of bargaining unit members, upon request of the Union, the Employer shall meet and confer with the Union regarding the impacts and effects of the new directive.

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## SECTION 4 - SENIORITY

A. Seniority is determined on the basis of the seniority date, which is defined as the most recent date of hire or reinstatement (excluding service as a temporary employee), adjusted by periods of layoff in excess of twelve (12) months, and by failure of a laid off employee to report to work on recall within the time limits established in Section 5 of this Agreement. The date of hire or reinstatement shall be the first day on which the employee reports for work as a non-temporary employee.

B. A person employed in a non-bargaining unit position, (excluding service as a temporary employee) who then becomes an orientation employee in the bargaining unit shall have the previous non-bargaining unit employment counted toward that employee's seniority. The employee shall serve the normal orientation period.

C. A person who is employed as a temporary employee who then becomes an orientation employee shall have the previous temporary service period counted towards calculation of the orientation period.

## SECTION 5 - LAYOFF OR REDUCTION IN FORCE AND REHIRES

A. Prior to implementing an involuntary layoff of employees, the Employer shall seek volunteers to be laid off. Following any voluntary layoffs, layoffs in any classification shall be carried out in inverse order of seniority, that is, the least senior employee in the classification in which the layoff occurs shall be the first laid off.

B. Bumping rights: An employee scheduled for layoff shall have the right to an existing position in a lower classification in which they previously held regular status, provided that they have more seniority than the least senior employee in the lower class, and the least senior employee(s) in the classification shall be laid off.

C. Separate seniority lists will be maintained for each classification. In the event of a change in a job title, which does not entail a substantial change in job duties, employees with seniority in the former classification will have that seniority transferred to the newly titled classification.

D. Laid off employees shall retain, for a period of twenty-four (24) months, rehire rights to their former classifications. Rehires shall be accomplished in inverse order of layoff. No new or former employee shall be hired for any classification to which a laid off employee has rehire rights, until after the laid off employee has received written notice by registered mail at their last known address. Employees covered by this Agreement shall forfeit recall rights if they fail to inform the Employer whether they will return to work within ten (10) days after the day of postmark of the written notice to return, or if thereafter they fail to return to work without good cause within ten (10) days after notifying the Employer of their intention to return. The Employer may hire temporary employees until recalled employees return to work. Rehired employees who previously were laid off shall not be subject to the orientation period, provided

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that the employee previously fulfilled their orientation period. If the orientation period had not previously been fulfilled, a new orientation period of three (3) months will start at the time of rehire. Employees rehired as provided in this section may be entitled to reinstatement of sick time, as provided in Section 21.M.

E. During layoff, affected employees shall not accrue or forfeit any rights under this Agreement.

F. The Employer will provide thirty (30) days' notice of any intended layoff to all affected employees and to the Union whenever possible, or eleven (11) days (notice day plus 10 days pay) 80 hours for a full-time employee; 40 hours for a part-time employee; 40 hours for an employee in an approved job-sharing arrangement) in lieu of notice shall be given.

G. Upon request of the Union, the Employer shall meet and confer with the Union regarding any such layoffs or reductions in force. In the event of a layoff, the Union will meet with the appropriate Department Head to discuss the issue of workload reduction and performance standards for bargaining unit members in each department that is to be affected by the layoff.

H. Involuntary Furlough Days. In the event that funding levels necessitate involuntary furlough days, employees will be provided at least ten (10) calendar days' advance notice of the date(s) of the involuntary furlough days. Upon request of the Union, the Employer shall meet and confer with the Union regarding any involuntary furlough days. Such days shall be limited to twelve (12) per year, not to exceed one (1) per month. Prior to undertaking any involuntary furlough days, the Employer will evaluate whether any temporary or casual employees can be released, and whether any approved overtime can be suspended so as to alleviate the need for involuntary furlough days. All temporary and casual employees who are not released shall be subject to the same number of involuntary furlough days as are imposed on bargaining unit members. Any furlough days will be imposed on all agency employees equally.

**SECTION 6 - BASIC PRINCIPLES, CONFLICT OF INTEREST**

A. The Employer and the employees will be fair, frank and honest with all personnel at all times and respect their rights as employees and individual human beings. Employment will be based upon merit as determined by the Employer. It is the belief and the intention of the Employer that each employee should be afforded the opportunity to derive satisfaction and pride from the performance of their duties and from their association with the Employer.

B. Employee Shall:

1. Employees can update their current address, telephone number, and tax withholding status directly in Paycom or subsequently-adopted recordkeeping system. However, any changes to benefits or legal name must be communicated to Human Resources.

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2. Notify their supervisor of their current phone number, person to notify in case of emergency and whether any reasonable accommodation is necessary in order for the employee to perform the essential functions of their job.

3. Notify the Employer immediately following any injury on the job.

4. Not accept gifts, money or gratuities from persons or firms from which the Employer receives, obtains or provides goods or services.

5. Not serve on boards of vendors or be employed by vendors. "Vendors" as used in this Agreement includes Independent Facilitators, Service Providers or others providing services to individuals who are utilizing the self-determination model for obtaining services.

6. Comply with all established policies of the Employer including, but not limited to, policies regarding confidentiality of consumer files, rules regarding travel claims, and similar policies.

7. Perform their work at the highest level of skill and competence of which the employee is able.

8. Perform their assigned duties and not attend to personal business during the hours of service established in the Agreement (lunch and rest periods excluded).

9. VMRC employees who are family members of individuals who receive services may be reimbursed for services through an approved plan where vendors are not available to provide services to the individual.

**SECTION 7 - JOB VACANCIES, PROMOTIONS AND TRANSFERS, REINSTATEMENT**

A. Definitions

1. "Classification" or "job title" is the title assigned to a particular job within the bargaining unit, for example, Service Coordinator.

2. "Assignment" or "Position" is defined as a job classification at a particular job location.

3. "Vacancy" is defined as an assignment, which is not currently filled by an employee.

4. "Transfer" is defined as a change to a different assignment, within the same job classification, initiated by a request from a unit member.

5. "Reassignment" is defined as movement from one assignment to another within the same classification, initiated by the Employer.

6. "Reinstatement" is defined as reemployment of a former employee.

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7. "Promotion" is defined as the movement from one assignment to a different assignment in a classification with a higher pay range.

8. "Demotion" is defined as the voluntary or involuntary movement from one assignment to a different assignment in a classification with a lower pay range.

B. Process For Filling Vacancies. When a vacancy occurs, the Employer shall promptly determine whether to fill the vacancy or to leave the position unfilled. If the Employer decides to fill the vacancy, the following process shall be utilized.

1. The Employer shall first consider whether any persons formerly laid off have rehire rights under Section 5.D. of this Agreement. If such a person exists, the Employer shall take the steps identified in Section 5.D.

2. If the vacancy is not filled through rehire of a laid off individual, the Employer shall evaluate whether to fill the position through transfer. Any bargaining unit member who has completed the orientation may submit a transfer request at any time . The transfer request must be approved by the Human Resources Director and the proposed hiring manager. Transfer requests should be submitted as early as possible, and should not be held by the employee until a vacancy occurs. If there are any requests for a transfer on file at the time of the vacancy, the hiring manager shall provide a job interview to each employee requesting a transfer. The Employer will then decide whether to fill the vacancy with a unit member who had requested an internal transfer. Upon request, the Employer shall provide the Union with a list of all current pending transfer requests, including the date on which the transfer request was made, and current status of the requests.

3. If the Employer decides to not fill the vacancy with a unit member who had requested a transfer, or if no unit member had requested a transfer, then the Employer shall evaluate whether to fill the vacancy through a reassignment. The Union shall be notified of all reassignments. Upon request, the Employer will meet with the Union to discuss any reassignments. It is recognized that for the Employer to best utilize the talents of its employees, it is necessary that the Employer be able, from time to time, to reassign persons who have the abilities and skills which are required to perform the services to the consumers of the Employer. Therefore, if a vacancy is not filled by a transfer, the Employer may select a current employee with a different assignment to fill the vacancy through reassignment. In making a reassignment decision, the Employer shall take into account State and Federal laws requiring reasonable accommodations to the needs of disabled employees. All other considerations being equal, the employee in the classification with the least seniority shall be selected. The Employer shall advise the employee to be reassigned of its intention to reassign and shall give the employee an opportunity to discuss the personal impact of the reassignment and alternative suggestions the employee may wish to offer. Unit members shall not be chosen for reassignment out of seniority in an arbitrary and capricious manner. In the event that the Employer reassigns an employee out of order of seniority to a location more than 20 miles from the employee's present work location, the Employer agrees to authorize the reimbursement of mileage for travel to the new assignment for the first 60 days following the reassignment.

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4. If the Employer does not fill the position through transfer or reassignment, the Employer may evaluate whether to fill the position through reinstatement. Individuals who are no longer employed, may request in writing to be reinstated. Such request shall only be valid until eighteen (18) months following a separation of employment in good standing. The Employer may make a written offer, by email, to such an individual. The former employee shall have ten (10) calendar days from the date of the offer of reemployment, as indicated by the sent date, to accept the offer. An employee who is reinstated shall serve a new orientation period, as specified in Section 12.A.2. All benefits and seniority shall be computed as of the date of the reinstatement. Granting of reinstatement is at the discretion of the Employer and is not subject to the grievance procedures of this Agreement.

5. If the vacancy is not filled through transfer, reassignment, or reinstatement, then the Employer shall post a notice of the vacancy on its internal computer systems for at least seven (7) working days. A copy of the vacancy notice shall be sent to the Union.

6. At the time of the posting, the Employer may also advertise for applicants from outside the Agency.

7. Employees who are interested in applying for the vacancy must submit an application prior to the end of the posting period.

8. Candidates for the vacancy shall be interviewed by a panel which shall include but shall not be limited to the following persons: the supervisor for the vacant assignment. The Employer will conduct interviews of current employees prior to interviewing outside applicants. However, in the event of a conflict in interview scheduling, the Employer may interview outside applicants prior to internal candidates, provided that the internal candidate has been given an opportunity to reschedule their interview to an earlier time. If the vacation schedule of an internal candidate causes the scheduling conflict, the Employer may interview outside applicants while the internal candidate is on vacation. In any event, all internal applicants who meet the minimum qualifications of the vacancy shall be interviewed prior to filling the vacancy.

9. The Employer shall make a determination regarding the candidate most qualified to fill the vacancy. The Employer will give priority consideration to current bargaining unit members (in preference to outside applicants) who meet the qualifications of the vacancy.

10. Employees who promote or transfer into a vacant position shall be paid at the rate of pay for the new position on the "Effective Date" identified on the Personnel Action Form. The employee shall not be required to perform any of the duties of the new position prior to the "effective date". The employee, their prior supervisor and their new supervisor will work cooperatively to implement a smooth transition of job duties from the former position to the new position. The overall workload of an employee will not be unreasonably increased during this transition period. The employee shall relinquish the responsibilities of their former position and assume the responsibilities of the new position no later than twenty (20) business days after the "effective date" of the new position.

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11. New employees may be hired at any step on the salary schedule at the discretion of the Human Resources Director. The Human Resources Director's decision regarding initial step placement shall not be subject to the grievance procedure.

C. Demotion

1. Voluntary Demotion

   a. An employee may submit a request for voluntary demotion to the Employer for any previously held classification(s).

   b. The employer will evaluate the request and approve or deny the request within twenty (20) business days. During this time period, the employee may be interviewed by the supervisor for the vacant assignment.

   c. Following a voluntary demotion, the employee, their prior supervisor and their new supervisor will work cooperatively to implement a smooth transition of job duties from the former position to the new position. The overall workload of an employee will not be unreasonably increased during this transition period. The employee shall relinquish the responsibilities of their former position and assume responsibilities of the new position no later than twenty (20) business days after the "effective date" of the new position.

2. Involuntary Demotion. An involuntary demotion may be implemented by the Employer as set forth in Section 11.

**SECTION 8 - JOB SHARING/ PART TIME**

A. Employees currently participating in job sharing are eligible to continue job sharing. No new job sharing arrangements shall be granted after November 1, 2021.

Job sharing is defined as the filling of a single position by two persons with prior approval. Applicants for job sharing are subject to all applicable personnel policies. Both parties to a job sharing arrangement must meet educational, experiential, and other requirements for that position.

Benefits for a job shared position shall not exceed in dollar amounts or services the benefits which would accrue to a single occupant of the position. For example, an employee on a 50-50 job share agreement may accrue only a maximum of twenty-five (25) days of sick leave under section 21 of this Agreement, or one half (1/2) of the maximum accrual level for a single full time position. Applicants for job sharing must agree in advance how benefits will be allocated and how working hours will be divided. Such agreements shall be approved in advance by the immediate supervisor, responsible Management Team member, and the Executive Director.

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The Employer, or either of the employees involved in a job sharing agreement may end the agreement at any time on fifteen (15) days' notice. The parties recognize that the termination of a job sharing agreement may ultimately result in the layoff of a bargaining unit member. A layoff resulting from an employee-initiated termination of a job sharing agreement shall not be subject to the grievance procedure. In such case, either or both employees may propose a different job sharing arrangement pursuant to this section. In such cases, it shall be the responsibility of the employee(s) to locate another employee with whom to job share within thirty (30) working days. In the event the employee cannot find a new job share partner, they shall have the option of filling the balance of the shared position provided no part time position is available.

B. Part time
A part time position is described as a position which only requires an employee to work at least 20 hours a week depending on the position, business needs and management decision. A part time position is eligible for (benefits) such as medical, dental, vision, group term life and paid time off but at half the benefit calculated dollar amount provided to a full-time employee. Any (new position) eligible for part time status will be developed and documented in the job description and job posting approved by senior manager and discussed with union leadership if it is a bargaining unit member position. All part-time employees must follow union contract conditions, policies and procedures in the same accordance as a full time union employee.

## SECTION 9 - PERFORMANCE APPRAISALS

A. Employee performance appraisals shall be done on an annual basis and given to the employee prior to the employee's salary adjustment. Performance appraisals completed as part of the orientation period shall be done in accordance with the schedule in Section 12A. The salary adjustment may be delayed or denied at the decision of the Employer as part of the plan of corrective action defined in Section 11. However, the plan of corrective action shall be separate and apart from the performance appraisal.

B. An employee who receives an overall performance appraisal of satisfactory or better shall receive a step increase provided that they are not at the top of the current salary scale for that position.

C. If an employee does not receive their performance appraisal within ten (10) work days after their anniversary date, they shall receive the step increase retroactive to their anniversary date.

D. Upon request, the Employer agrees to provide all employees with a copy of the forms adopted for performance appraisals in their classification.

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E. The Employer shall make a good faith effort to bring all performance issues to the attention of the affected employee in a timely manner and as soon as possible after the supervisor becomes aware of such issues. In some cases the Employer may need to complete an investigation prior to informing the employee of performance issues.

F. Annual performance appraisals shall only apply to the 12-month period immediately preceding the current anniversary date.

**SECTION 10- COMPENSATION**

A. Salary Schedule:
1. 2026: All wage rates on the Salary Schedule (Appendix A) shall be increased by two and three-quarters percent (2.75%), effective with the first full pay period following ratification of the 2026 reopener. The Employer and the Union agree to take all reasonable steps needed to secure ratification as soon as feasible.

2026 One Time Payments: Employees who are still employed by VMRC up to October 28, 2026, shall receive a one-time payment in the gross amount of One Thousand Two Hundred Dollars ($1,200). The one-time payments shall be made with the paycheck issued to employees on November 20, 2026. Employees who are interested in taking this payment as a direct contribution to their 457(b) account may meet 1:1 with the Human Resources Department to explore whether this is possible.

2026: Sections 10, 19, 20, 21, and 27 of this Agreement shall be reopened for negotiations starting in September 2026. Should the parties be unable to reach agreement on the matters reopened for bargaining by November 1, 2026, then on November 2, 2026 the provisions of Section 29.A. of this Agreement (No Strike, No Lockout) shall not be in effect until the parties reach a ratified agreement on the matters reopened for bargaining.

2027: All wage rates on the Salary Schedule (Appendix A, following the 2026 increase identified in section A.1., above) shall be increased by two and three-quarters percent (2.75%), effective with the first full pay period following the one year anniversary of the ratification of the 2026 reopener.

2027 One Time Payments: Employees who are still employed by VMRC up to October 28, 2027, shall receive a one-time payment in the gross amount of Five Hundred Dollars ($500). The one-time payments shall be made in the month of November 2027. Employees who are interested in taking this payment as a direct contribution to their 457(b) account may meet 1:1 with the Human Resources Department to explore whether this is possible.

2. However, in the event that the California state budget is altered or amended following ratification of this Agreement, in any of the fiscal years that this Agreement is in effect then the Employer and the Union shall meet to discuss ways to address possible decreases in funding.

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3. By reference, the salary schedule is made part of this Agreement. The salary schedule shall reflect only the hourly rates paid, rounded to the nearest penny. Amendments, additions and deletions to the salary schedule must be approved by the Board of Directors, with the provision that salaries for bargaining unit positions are also subject to negotiation with the Union. When adjustments are made to the Salary Schedule, a copy of the schedule shall be given to all employees and a copy shall be sent to the Union.

B. Promotion: Promotion is defined as movement to a different job classification with a higher pay scale. Employees who are promoted and who are not receiving any out-of-class pay at the time of the promotion shall, upon assuming the new position, be placed on the step on the salary schedule which provides an increase of at least 4.5% above the employee's then current rate of pay. Employees who are promoted and who are either receiving out-of-class pay at the time of the promotion or who worked out of class at least thirteen full pay periods in the 12 months immediately prior to the promotion shall be placed at the step on the salary schedule that provides at least a 7% increase above their regular base rate in the position held at the time of the promotion, not to exceed the top step on the salary schedule for the new classification.

C. Salary Adjustments: New or reinstated employees hired will be advanced to the next step above their initial new hire step at the completion of the 9 month orientation period. Thereafter, such employees will be eligible for a salary adjustment to the next highest step in their salary scale every 12 months following their 9-month orientation period based on satisfactory performance. Employees who are promoted shall be eligible for a salary adjustment on their anniversary date given a satisfactory written evaluation by their immediate supervisor.

D. The Human Resources Director may authorize the hiring of an employee at any Step. All employees hired above Step 1 will advance to the next salary step on their anniversary date upon satisfactory completion of the required orientation period.

E. Work Out-of-Classification: An employee may be requested, at the discretion of the Executive Director to work out-of-classification for five (5) or more consecutive days and will be compensated at the higher classification rate at least 7% above the salary step at which the employee is currently compensated. The length or term of Work Out-of-Classification will be defined at the start and may be extended as agreed by VMRC and the employee. HR will monitor Work Out-of-Classification at least every 3 months or when an extension is requested to verify with the employee that they wish to continue.

F. The anniversary date is defined as follows: An employee's 9-month orientation date is used primarily in determining salary adjustments.

Utilizing this formula, requirements for establishing anniversary dates are as follows:

-- Regular employees hired at Step 1 who complete their 9-month orientation and each year after the anniversary date employee will go to the next step on the pay scale until they top out.

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--Regular employees hired at Step 2 or above who complete their 9-month orientation and each year after the anniversary date employee will go to the next step on the pay scale until they top out.

--Part-time employees, upon completion of their 9-month orientation and each year after the anniversary date employee will go to the next step on the pay scale until they top out.

--Temporary employees who became regular employees in the same classification, will have to complete their 9-month orientation period and each year after the anniversary date employee will go to the next step on the pay scale until they top out.

G. Longevity Payment: When an employee completes their 18th year of employment, their salary will be increased thereafter by 2%. When an employee completes their 24th year of employment, their salary will be increased thereafter by an additional 2%. Effective with the first full pay period following ratification of the 2025-2027 collective bargaining agreement, the longevity payments identified in this subdivision shall be increased to 4%.

H. Master's Degree Incentive Stipend: The master's degree incentive program rewards employees who take the initiative to increase their job worth by gaining knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and VMRC. The master's degree incentive program is not an entitlement and will not be awarded retroactively.

--Employees are not eligible for the master's degree incentive program if the degree was attained before January 1, 2023.Timeline determined by union contract negotiations.

--If approved employees of Valley Mountain Regional Center may receive a 1 step increase. If an employee is at the final step of the salary range for their position, they will receive a 5% pay increase.

--Employees have 60 days from their degree completion date to submit their application and documentation for approval. (Employees who received their degrees between January 1, 2023, to December 2023 have 60 days from this day the policy is sent out to submit their application and Documentation).

--The Master's incentive will be effective the pay period it is approved on. (No Back Pay or Retroactive Pay will be given). Employees who received their degrees between January 1, 2023, to December 2023 will not receive back pay or retro pay. The Master's incentive will be effective the pay period it is approved on.

--This incentive program is only for master's level degrees. No other degree levels will be accepted or approved.

--Violation of this policy or the procedures contained herein may result in a disqualification from the master's degree incentive program.

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I. Bilingual Stipend

A bilingual stipend in the amount of $1.25 per hour will be paid to employees who are required to use a second language in their position. This increase shall be effective with the first full pay period following ratification of the 2026 reopener agreement by the bargaining unit members and the Board of Directors.

The following conditions must be met to qualify for bilingual pay:

1. 20% or greater of your caseload or other determining factors could include positions to where translating of documents or oral communications is required or needed 20% of the time in their positions.
2. Management to identify need.
3. Eligible employee must pass written and oral testing with a score of 95% or greater.

4. Process: identify need and position; employees apply, interview process, testing and seniority will be involved in determining the selected employee. Highest testing score will be final decision point in the selection process unless more than one candidate has the same score then seniority will determine the outcome.

**SECTION 11 - DISCIPLINE AND DISCHARGE**

A. 1. Regular employees shall not be discharged, suspended without pay or otherwise disciplined except for just cause. If the cause relates to performance, the employee shall not be discharged unless (1) the employee has been given a written plan of correction which includes an identification of performance deficiencies, as well as a statement of action required to remove the deficiency, and (2) the employee has been given a reasonable period of time to improve performance. This shall be equivalent to a first written warning in the progressive discipline process outlined below. The Employer will follow progressive discipline unless the employee has engaged in gross misconduct. The parties agree that progressive discipline typically will include the following: (a) verbal warning, (b) written warning, (c) final written warning, (d) termination.

2. If the Employer determines that the matter requires an investigation, the employee may be placed on administrative leave pending the outcome of the investigation. Administrative leave means leave with pay. However, if the employer determines that the continued presence of the employee would cause a threat to the safety of others or would be unduly disruptive to the operations of the Employer, the employee may be placed on unpaid leave for up to four (4) work days. If, after investigation of the matter, the employer decides to not seek termination, the employee shall be paid back for such unpaid leave days.

3. As a disciplinary step, the Employer may delineate a plan of correction designed to improve the employee's performance and may defer all salary adjustments under this Agreement until such plan of correction is satisfactorily completed. The plan of correction shall so state if the salary adjustment will not be received until the plan of correction is successfully completed. If a vacation request is submitted by an employee who is on a plan of correction, the vacation request

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shall be processed no differently than any other. However, the plan of correction shall be extended by the length of the vacation once approved.

B. Notice of discharge, suspension or demotion shall be served in person or by certified mail, return receipt requested and first class mail to the employee as soon as possible. The notice shall include the following information:

1. Statement of the nature of the 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;

5. Statement advising the employee of their right to file a grievance and the right to Union representation. A copy of said notice will be sent to the Union concurrently with the prior consent of the employee.

6. Upon written request, the Employee shall be provided with copies of documentation relied upon by the Employer at the time it made the decision to discharge, suspend or demote.

C. An employee shall have the right to request Union representation at any meeting with supervisors or management which is disciplinary in nature.

D. An employee terminated for cause shall still be entitled to pay for accrued but unused vacation and partial pay for accrued but unused sick leave (in accordance with the specific provisions of this Agreement) up to and including the last full or partial day on which the employee reports to and does work .

**SECTION 12 - ORIENTATION PERIOD**

A. Newly Hired Employees:

1. Reinstated Employees:

a. Same Job Classification.

A reinstated employee hired into the same classification in which they were previously employed and who previously passed the orientation period in that classification shall serve an orientation period of three (3) months, upon reinstatement.

b. Different Job Classification and/or Did Not Pass Orientation Period.

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A reinstated employee hired into a different classification and/or who is reinstated into the same job classification but did not previously pass the orientation period shall serve an orientation period of nine (9) months, upon reinstatement. Each such reinstated employee shall receive at least one written performance evaluation between their third (3rd) and sixth (6th) months of employment setting forth the employee's strengths and weaknesses and concrete recommendations for improvement as are necessary. Upon the completion of nine (9) months of employment, the employee shall receive another written evaluation, which shall confirm whether or not the employee has been accorded regular status.

2. Change In Job Classification.

a. An Employee who moves into a different job classification shall serve an orientation period of three (3) months.

b. Upon completion of the orientation period, the employee shall receive a written evaluation, which shall confirm whether or not the employee has been accorded regular status in the new job classification.

c. During the orientation period, employees who have accepted a promotion may elect to return to the previous classification at the first available opportunity that is mutually agreed by the employee and management upon written request.

3. Employees in their Orientation Period are generally not eligible for promotion. Exceptions may be made at the Employer's discretion.

4. Retention of any orientation employee shall be within the discretion of the Employer based upon the employee's job suitability and skill. Termination during the orientation period shall not be subject to the grievance procedure. In the event the Employer determines that an orientation employee is not to be accorded regular status for reasons other than gross misconduct, the employee shall be given the option of resigning prior to termination.

B. Extension of Orientation Period

1. In unusual circumstances, where necessary to properly evaluate an employee, the orientation period may be extended for a maximum of three (3) additional months, with approval of the Union.

2. Prior to seeking an extension of an employee's orientation period, the Employer must demonstrate that the three (3) through six (6) month written evaluation was completed and must provide written feedback to the employee regarding areas of needed improvement. An individual bargaining unit member may waive the requirements of this subsection.

3. Employees moved into a different job classification and who do not demonstrate to the Employer's satisfaction, during this period, their ability to perform in the new classification, will be removed from that job, unless the Employer and the Union mutually agree to extend the

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orientation period, and be returned to the job classification held prior to such move, if there are any openings in the prior classification at that time, or to an available job for which the employee is qualified. Such employees shall then be moved to the first available opening in their former classification, and shall be placed on the step of that classification's salary range which they were on prior to the classification change.

**SECTION 13 - PERSONNEL RECORDS**

A. The Employer shall maintain the employee's master personnel file. The personnel file shall contain records, reports and other material relating to employment and the performance of the employee, including but not limited to the following: the employee's resume and/or application, pre-employment material and other documentation concerning the employee's employment record, salary information, insurance documents, evaluations and documentation of supervisor-employee interviews. No documentation shall be placed in an employee's personnel file without notifying the employee. However, this requirement shall not apply to notices of wage garnishments and notices of levies, employment verification forms or correspondence from the California Employment Development Department relating to administration of benefits. Material relating to performance shall be signed by the employee's immediate supervisor or by another supervisor or manager who is familiar with the facts and a copy of such material shall be provided to the employee. The employee shall be given an opportunity to acknowledge receipt of a copy of such material by signing the actual 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. The employee shall receive a copy upon signing. All personnel records are confidential. Access to the personnel file is limited to the employee, the employee's designee (confirmed in writing, signed by the employee), the Executive Director, Human Resources Staff, legal counsel, the responsible Management Team Member, the employee's immediate supervisor, and the potential Supervisor and Management Team member when the employee has submitted a formal application for a position under their jurisdiction. Access to records shall be on a need-to-know basis, subject to approval by the HR Director or Executive Director and for legitimate business purposes only.

B. The employee may review their personnel file, including digital files, providing they make arrangements with the Human Resources staff or designee of the Executive Director. Employee personnel files and documents may not be removed from the Human Resources Office. However, an employee shall be provided one copy of materials in the employee's personnel file at the employee's request.

C. No anonymous material will be introduced into the file of any employee. Such material placed in the file prior to the execution of this Agreement shall be removed at the request of the employee and shall be given no weight or consideration for any purpose whatsoever.

D. All formal disciplinary documentation will be placed in the employee's personnel file. Formal disciplinary documentation not in the employee's file may not be used against the employee in a disciplinary proceeding; provided that nothing herein precludes the employer from taking immediate action under circumstances where the employee's conduct may constitute a

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hazard or a clear possibility of a hazard to consumers or other persons, be clearly detrimental to consumers, or involves dishonesty or gross misconduct.

E. Material will be removed or otherwise deleted from the 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. Disciplinary material, excluding performance reviews, shall be considered satisfactorily corrected if there are no further related incidents for a period of thirty-six (36) months.

F. An employee shall have the right to have placed in their personnel file information of a positive nature pertaining to the work performance of the employee. The request shall be made by sending a copy of the information to the Human Resources Department, with a note attached asking for inclusion of the material in their file. Such information shall be placed in the employee's personnel file. The employee shall receive a copy of any positive material received by the Employer from sources other than the employee.

G. The employee shall have the right to attach a comment to any material filed within ten days of the filing of the material, and this comment shall be attached to the file copy. Such material shall not be used exclusive of this comment.

H. To ensure that paychecks reflect the proper deductions and benefits and include all eligible dependents and beneficiaries, each employee shall update their information as needed in Paycom or subsequent replacement recordkeeping system, including:

1. Name, address, telephone number, email address, tax withholding status and marital status.

2. Number of dependents.

3. Person to be notified in case of emergency and their contact information.

4. Designated beneficiaries for group insurance policies.

The above information is held confidential by the Employer. Any changes to benefits or legal name made by an employee must also be communicated to Human Resources.

I. The Employer respects the privacy of its employees and strives to insure confidentiality of information about employees and former employees. Information is not to be improperly released either within the Center or to external sources. Any calls, documents, or questions concerning reference or credit checks, unemployment claims, employment and salary history, home address and telephone numbers, the location of employees who are not at work, or any other confidential matters shall be referred only to the Executive Director, their designee, or Human Resources staff. Any alleged violation of this subsection shall be reported as soon as possible to the Executive Director, who will investigate the allegation and take appropriate action, if necessary.

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J. All requests for employment verification are to be referred to the Human Resources staff. Information provided shall be limited to verifying the date of employment and job title only, unless the employee has signed a written release.

**SECTION 14 - GRIEVANCE PROCEDURE**

A. A grievance is defined as a claim or dispute by an employee, the Union or the Employer concerning the interpretation, application, or alleged violation of a provision of this Agreement.

Step 1: Every grievance shall initially be taken up in an informal conversation by the employee and/or the Union Steward and the immediate supervisor or representatives of the Employer and the Union, in an attempt to settle the matter on an informal basis.

If there is no resolution within five (5) working days, then the grievance may be put into writing. The written grievance must clearly state that it is a Step 1 grievance. The grievant and/or the grievant' s representative shall identify the specific issue and the specific section of the Agreement which has allegedly been violated. In order to be valid, the grievance must be so submitted within fifteen (15) working days of the date that the alleged violation occurred or could reasonably be 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. If the grievance between the Employer and the Union is not resolved at this step, the parties may mutually agree to waive Steps 2 and 3 and proceed directly to Step 4.

Step 2: If the grievance is not satisfactorily settled at Step 1, it shall be submitted in writing to the Director of the Department. The written grievance must clearly state that it is a Step 2 grievance. Such written grievance shall identify the date on which the written Step 1 grievance was presented and shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, and the section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance, and the dated signature of the grievant(s) or the signature of the Union representative signing on behalf of the grievant(s). In order to be valid, the grievance must be so submitted within ten (10) working days after Step 1 is completed or within ten (10) working days of the date on which the supervisor's written response to the Step 1 grievance was due, whichever is earlier. A meeting shall be scheduled within ten (10) working days of receipt of the step 2 grievance. A written response will be made within ten (10) working days of said meeting.

Step 3: If the grievance is not satisfactorily settled at Step 2, it may be presented in writing to the Executive Director or designee by the employee within ten (10) working days after Step 2 is completed. In order to be valid, the grievance must be so submitted within ten (10) working days after Step 2 is completed or within ten (10) working days of the date on which the Director of the Department's written response to the Step 2 grievance was due, whichever is earlier. The Executive Director or designee shall schedule a meeting with the employee within ten (10)

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working days after receiving the grievance and shall give the employee a written response within ten (10) working days after the meeting.

However, if the Executive Director is away from the Center for an extended period of time at the completion of Step 2 due to vacation or business travel, the parties may mutually agree to waive time in order to permit the Executive Director to handle the grievance upon their return. In that case, the time limits of this step begin to run upon the Executive Director's return.

Step 4: If the grievance still remains unresolved, either party may refer the grievance directly to arbitration. The request to proceed to arbitration must be made in writing within twenty (20) calendar days after receipt of the answer at Step 3. In order to be valid, the grievance must be so submitted within twenty (20) working days after Step 3 is completed or within twenty (20) working days of the due date on which the Executive Director's written response to the Step 3 grievance was due, whichever is earlier. Upon receipt of a written request for arbitration of a grievance under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within ten (10) working days after receipt of the written request for arbitration, either party may request the California State Mediation and Conciliation Service to submit a list of five (5) labor arbitrators. Each party shall alternately 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 the Union, except that each party shall be responsible for the expenses of its own attorney and/or witnesses. A reasonable number of employees may be released, one at a time, to appear as witnesses at an arbitration hearing without loss of pay.

The determination of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to add to or depart from the terms of this Agreement.
Time limits may be extended or waived only by mutual agreement of the parties. If the Employer fails to respond within the specified period of time without such extension or waiver, the grievance shall automatically move to the next step.

**SECTION 15 - NON-DISCRIMINATION**

A. Neither the Employer nor the Union shall unlawfully discriminate against any employee or applicant for employment on account of race, color, creed, religion, national origin, sex, sexual orientation, transgender, marital status, physical or mental disability, or age as defined in the California Fair Employment and Housing Act and the Federal Age Discrimination in Employment Act, or on any other basis protected by federal, state or local employment discrimination laws.

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.

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C. The Employer will allow employees to participate in civic activities related to ongoing initiatives supported by SEIU. Such requests will be given due consideration and will not be unreasonably denied.

## SECTION 16 - HOURS OF WORK, OVERTIME

A. Regular Workday, Week. The regular full time work week is forty (40) hours, consisting of five consecutive eight (8) hour days, excluding a mid-day meal period. Employees are entitled to a paid fifteen (15) minute rest period as scheduled by the employee during each consecutive four (4) hour period of work or major fraction thereof. Employees will be paid for all "hours worked" and the concept of "hours worked" will be informed by past practice, any arbitration awards, any precedential grievance settlements, and generally accepted standards in the industry. Lunch periods may be either thirty (30) minutes or one (1) hour, as scheduled by the employee. Ordinarily, the lunch break is to be taken at approximately the mid-point of the workday. The business day is 8:00 a.m. to 5:00 p.m. and the Employer and Union agree that all offices in the Agency will be staffed, at a minimum, until 5:00 p.m. by an Officer of the Day (O.D.) and receptionist or other person designated to perform that function. Employees may alter their starting and ending times to meet the needs of the agency, with the prior agreement of the employee's supervisor.

B. Alternate Workday, Week.

1. At the request of an employee, a regular schedule of work other than 8:00 a.m. to 5:00 p.m. Monday through Friday may be authorized upon the written approval of the Supervisor. An employee's request for an alternate work week must be given, in writing, to the immediate supervisor. Such proposed schedules will be reviewed by the Employer, and the supervisor shall make a decision to grant or deny the proposed alternate work schedule.

2. Employees working an alternate work schedule which provides for more than eight hours of work in a day (for example, four (4) days per week, ten (10) hours per day) shall receive a premium of ten cents ($0.10) per hour worked in excess of eight (8) hours in a day, up to the number of hours in their regular work schedule. Such employees shall receive time and one-half (1.5) their regular rate of pay for hours worked in excess of their regular work schedule (for example, hours worked in excess of ten (10) hours in a day for an employee assigned to work four (4) days per week, ten (10) hours per day).

3. Employees working an alternate work schedule (4 days per week, 10 hours per day) are required to participate in all Regional Center sponsored mandatory meetings, trainings, or other events, even if they fall on a day on which the employee ordinarily is not scheduled to work. The Employer ordinarily shall provide advance notice of at least two (2) weeks prior to a mandatory training which will require an employee working an alternate work schedule to report to work on a day on which the employee ordinarily is not scheduled to work. The employee may be excused from the mandatory training if they provide proof of an irreconcilable conflict that makes them

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unable to attend. In such case, the employee may be scheduled for an alternative date for the training whenever possible.

C. Overtime

1. Except as provided in Section 16.B., all bargaining unit employees shall be paid time and one-half of their regular hourly rate for all hours worked in excess of eight (8) in a day or forty (40) in a week.

2. Employees may only work overtime with prior approval of their supervisor.

Overtime may be authorized for the following:

a. Contacts with consumers and families who are not available during the employee's normal working hours;

b. Performing non-case related after-hours assignments as a representative of the Employer;

c. Completion of an assignment which has a formal deadline that the employee's immediate supervisor has requested the employee to meet, using other than normal working hours;

d. Work-related travel as described in Section 16.D., below, which must be outside the employee's normal working hours;

e. If prior approval by the supervisor is not possible, overtime worked as a result of a consumer emergency, if the matter is judged to be a valid emergency by the employee's immediate supervisor, if the emergency is reported to the supervisor within twenty-four (24) working hours of the overtime having been worked. If the matter is not deemed to be an emergency, the employee's schedule will be adjusted on a temporary flexible straight time basis.

3. In lieu of time and one-half pay for overtime hours worked, employees hired prior to October 31, 2025 may elect to accrue compensatory time off. Eligible employees may accrue a maximum of sixty (60) hours of compensatory time off, which may be paid out at any time by notifying the payroll department. Compensatory time off accrues at the rate of one and one-half hour of compensatory time off for each overtime hour worked. Accrued compensatory time off shall be taken at mutually agreed upon times and management shall not unreasonably deny requests for compensatory time off.

4. Sick time and vacation time shall not be considered as "time worked" for the Employer for the purpose of computing overtime and compensatory time.

5. All employees must have prior supervisory approval to work any hours which are compensated at overtime rates.

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6. As allowed by California Labor Code section 513, employees may request to flex their daily schedule when they have personal business or a non-work obligation that can be accommodated by a time shift in work hours. When a request to flex is granted, the employee shall not be eligible for overtime pay for work in excess of eight (8) hours in any day impacted by the flex arrangement. The following example clarifies the operation of this option. Employee A requests to flex her time on Wednesday, leaving work two hours early. Employee requests to work an additional two hours on the day prior, Tuesday. Employee A's supervisor approves the request. Employee A works ten (10) hours on Tuesday, and six (6) hours on Wednesday. Employee A is not entitled to any overtime pay for the two (2) hours worked on Tuesday in excess of the regular eight (8) hour shift. All such make-up work must be performed within the same workweek in which the time was lost.

7. Employees are responsible for maintaining accurate records of the time they work and to record that time correctly in the Employer's electronic payroll system. Employees may be subject to discipline for failure to maintain accurate records, and shall also be subject to discipline for working unauthorized overtime.

D. Work-related travel:

1. Time spent in work-related travel which is required by the Employer, including conferences or meetings which the employee is directed to attend by their supervisor, shall be considered work time.

2. Time spent by the employee getting to and from their assigned VMRC office shall not be considered work time, and is considered "commute time." When working remotely, if the employee starts their work day at field visits, time spent travelling to the first field visit in excess of their normal commute time shall be considered to be work time. When an employee working remotely is required by the Employer to report to a VMRC Office after the start of their individual workday, time spent traveling to the VMRC Office is considered paid work time. When an employee working remotely voluntarily decides to report to a VMRC Office after the start of their individual workday, time spent traveling to the VMRC Office is unpaid commute time. When an employee working remotely voluntarily decides to report to a VMRC Office at the start of their individual workday, on a day when the employee is schedule to work remotely, time spent traveling to the VMRC Office is unpaid commute time. The employee may complete the rest of their workday at the worksite or return home. If the employee returns directly home without completing any field visits, the return home is considered unpaid commute time.

3. Employees will be paid their normal hourly rate when they attend Employer-approved conferences or meetings.

4. Per diem expenses resulting from work-related travel shall be reimbursed in accordance with Valley Mountain Regional Center Administrative Policies. Mileage shall be reimbursed in accordance with Section 17A.

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E. The Employer will make reasonable efforts to distribute workloads equitably so that no employee has a significantly higher workload for an extended period of time than other employees in the same classification.

F. Remote Work

1. Definition. Remote Work is defined as working from a location other than our Valley Mountain Regional Center (VMRC) offices.

2. Eligibility requirements:

a. Employee must have completed an initial training period, ordinarily lasting for the first six (6) months of assignment to a new position, as outlined by their manager. Any special circumstance request will require appropriate Department Head level approval.

b. Remote schedule will not compromise services being delivered to consumers or place a burden on other members of employees' team; this includes court attendance, consumer planning meetings, family visits, clinics, etc.

c. Employee will not be on a plan of corrective action unless telecommuting is part of that plan.

d. Subject to the provisions of section F.3.f., below, employees may continue to work from home upon request which will be granted as long as the employee continues to demonstrate an ability to work effectively at home. Typical objective measures to demonstrate this include Targeted Case Management (TCM) units, being current in their work, or some other agreed upon measure between the employee and manager. Managers must stay current with the latest management methods specific to managing remote workers as they are expected to stay current on management and supervision skills in general.

e. Remote schedule agreement must be approved and will continue at the discretion of VMRC management.

f. If there is a permanent or short-term change in the day(s) of the week remote work will occur, the employee will submit in writing their request and obtain their manager's approval.

g. The Remote schedule/agreement will be reviewed at least once per year or more often at managers' discretion.

h. Employees working remotely must still maintain the ability to travel to the office and into the field when needed.

i. Some positions (such as OT/SOT support, reception and reception backup) may not be suited for remote work, due to employees needing to use certain equipment that cannot be

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replicated at home, access documents available only in the workplace, or regularly interacting with visitors, vendors, and the public. It will be up to the managers and senior management to determine which positions may not be able to work remotely.

3. Work expectations and schedule

a. Employee will fulfill all obligations that would be required if they were in the office.

b. Employees will be required to assist consumers in-person in the Occupational Therapy Clinic, Physical Therapy Clinic and Telemedicine Clinic unless the individual receiving services has made a request to participate virtually. In the event of an irreconcilable scheduling conflict, the employee shall consult with their direct supervisor to discuss coverage options.

c If the employee is unable to work remotely on any given day because of technology problems, the employee should do other required tasks of their job such as contact families or consumers until technology is back up. If not feasible, the employee shall return to the office to complete their work (unless such technology problems are a result of VMRC system failure/outage), or take vacation, or flex their hours.

d. If scheduled to be the Officer of the Day (O.D.), the employee will be responsible for O.D. duties in the office or will be required to get O.D. coverage.

e. Employee will participate in all Regional Center sponsored mandatory meetings, trainings, or other events (which may require in-person attendance) even if they fall on a day that the employee is scheduled to be working remotely. If the mandatory meeting is a mandatory training session, the advance notice provisions of Section B.3., above, shall apply. This can be accomplished by utilizing technology such as zoom but if it is a required in person meeting then the expectation is that the employee will attend in person even if it is a remote workday.

f. Upon advance notice to the Union regarding changes to the Remote Work policy, the Employer may require that employees to come into the office building for at least one (1) full work day per week, upon six (6) months advance notice to the Union and to employees. Following the implementation of this requirement, the Employer may then require that employees to come into the office building for at least two (2) full work days per week, upon an additional six (6) months advance notice to the Union and to employees. This will provide teams the opportunity to meet face to face, will provide supervisors and employees with the opportunity to hold direct face to face meetings, allow employees to engage in in-person collegial support, and allow employees to meet with consumers and community members, etc.

g. Employee will ensure their current status is updated in MS Teams. Status should include work location and include contact phone number if not using Dialpad or subsequent replacement technology platform.

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h. If for any reason the employee's schedule has changed from the schedule indicated on MS Teams and the employee is unable to access it to make the change, the employee must inform their supervisor.

i. If remote work is combined with field visits, the employee must update MS Teams in advance. Any changes in field visits must be documented on MS Teams or notify the employee's supervisor of their whereabouts for communication and safety reasons.

j. If the employee works in the office three (3) days per week or more, the employee will have a designated office or cubicle. Employees who do not work in the office three (3) days per week or more will be required to Hotel Share when in office.

k. Employees will be expected to work 8 hours per day (or 10 hours per day, if on an alternate work schedule), of their 40-hour work week, and take the required breaks and lunch. This includes still logging in and out for lunch on MS Teams. Remote Work hours can be during the time of 6:00 AM to 10:00 PM, Monday through Saturday, not to exceed 40 hours a week. Employee may choose their own work hours during this time but are required to be accessible and reachable to consumers, families, and VMRC during approved work hours. In Office work hours will be between 7:00 AM-7:00 PM, Monday - Friday.

l. During scheduled In-Office work hours, the employee will remain in office with the exception of out of office meetings, trainings, or other work-related obligations.

m. Employees not assigned a designated cubicle will use an available hotel office/cubicle when in the office.

n. Cubicle Sharing: VMRC shall continue its current practice of allowing two employees to "cubicle share."

o. An employee whose duties are in-office may request of their immediate supervisor to work remotely if they are ill and believe they may be contagious, but also believe that they are able to complete work remotely. The immediate supervisor shall evaluate the request, including whether there is sufficient work available to be completed remotely, and will grant or deny the request. The supervisor may grant such requests in order to prevent the spread of infection to others.

4. Equipment and supplies

a. VMRC will provide remote employees with a laptop, headset, cell phone stipend, paper and pens; other equipment determined medically necessary to accommodate work can be requested. Printers will not be allowed at home due to HIPAA restrictions. Other supplies that are essential for job duties may be requested.

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b. VMRC is not responsible for the following expenses associated with working remotely: heat, electricity, internet, or phone service. VMRC will not supply office furniture such as desks, chairs, stand up/sit down stations.

c. All employees will be fully equipped to work productively in one site, either remotely or in the office. Employees who work on site three (3) days a week or more will be provided the amenities of a dedicated workspace and all others will be provided with a pooled "Hotel Space" that will be fully equipped.

5. Compensation and mileage

No changes will be made to an employee's base compensation if they work remotely, regardless of their location. Remote employees will be eligible for STEP and COLA increases and promotions based on company policy. Employees shall claim mileage reimbursement from their designated work site for the day to and from any field visits, out of office work-related trainings, and other mandatory out of office meetings. The employee may claim only those miles from their home to the field visit which are in excess of their normal commute mileage (i.e., home to assigned office). If the mileage from their home to the field visit is less than their normal commute, no mileage may be claimed for the trip segment.

6. Consequences

Failure to fulfill work requirements or adhere to policies and procedures while working remotely may result in termination of remote work agreement, or other corrective action. Prior to termination of remote work, a workplan to address issues will be developed and the employee will have two (2) weeks to demonstrate progress on implementation of the workplan. If the employee is unable to demonstrate progress, then the remote work agreement will be terminated.

**SECTION 17 - USE OF PRIVATE AUTOMOBILE**

A. An employee who needs to use their personal automobile or other vehicle in the course of their duties for the Employer, shall be reimbursed for the cost of any parking fee or toll, upon showing receipts and for mileage at the maximum cents per mile allowable by the Internal Revenue Service. The rate allowed by the Internal Revenue Service will be implemented when the Employer receives official notification of any rate change from that agency.

B. Employees who are required, as a part of their job duties, to use their personal automobile or other vehicle on agency business are required to maintain a valid California drivers' license and carry minimum liability insurance coverage as required by California law. Upon request, an employee shall provide a copy of the "declarations page" from their insurance carrier, showing that the minimum levels of coverage are in place. The Employee may redact any information on the declarations page not directly related to the required insurance liability coverage for the vehicle which is used by the employee on agency business (for example, information related to other persons insured, other vehicles insured, boats, etc.)

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C. The Employer shall not require staff to transport any person, including consumers, in private vehicles. If there is no alternative to the use of a private vehicle, the employee may use a rental car to transport a consumer, subject to approval by the employee's supervisor or responsible Management Team member.

D. All VMRC employees who are required, as a part of their job duties, to maintain a valid California driver's license and minimum legal automobile liability insurance required by the State of California will be enrolled in the California Department of Motor Vehicles "Employer Pull Notice Program." Participation in this program provides notification to VMRC at least annually of an employee's driving record and any incidences that negatively impact the record. Such information will be treated by VMRC as a confidential personnel record. Furthermore, an employee's driving record information will only be used by the employer for the following purposes:

1. To verify that employees required to drive for business purposes meet minimum driving qualifications which include possession of a valid California driver's license and minimum legal automobile liability insurance required by the State of California.
2. To ensure employees are able safely to perform the essential functions of their position and to ensure the safety of all parties involved.
3. In grievance proceedings initiated pursuant to the collective bargaining agreement between VMRC and SEIU or in other legal proceedings relating to the employment status of employee.

If an employee's driver's license is suspended or revoked or they cannot for what ever reason maintain the minimum legal automobile liability insurance required by the State of California, it is the employee's responsibility to make alternate arrangements to fulfill the essential functions of their job. Any such arrangements are subject to review by and approval by VMRC.

**SECTION 18 - AFTER HOURS RESPONSE SYSTEM (AHRS)**

A. The Employer may assign employees to AHRS duty and require them to carry Employer-issued mobile electronic devices, including but not limited to a laptop computer, a cell phone or other equipment deemed necessary by the Employer to effectively carry out the assignment.

B. Each time a vacancy occurs on the AHRS team, the Employer will seek volunteers to fill the vacancy. The Employer shall select employees to serve on the AHRS team based on an evaluation of several factors, including but not limited to: case management experience, seniority, and whether the employee is on a current plan of correction. The Employer may assign non-volunteers for AHRS duty, however, an employee who is assigned to AHRS duty who believes he or she has a hardship reason for not doing stand-by duty (e.g., a single parent) may appeal to the Executive Director.

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C. An employee assigned to stand-by duty and required to carry mobile electronic device(s) shall be assigned to such for periods of one (1) week at a time. (ordinarily Wednesday – Wednesday). A tentative schedule of assignments for team members shall be developed by the team members themselves. If all team members cannot agree on a schedule, then the AHRS manager shall develop an annual schedule, based on preference by seniority within the team (amount of time on the team) which shall provide for an approximately equal distribution of work weeks per year (including work weeks which contain holidays). Team members may switch assignments with other team members, with the prior approval of the supervisor of the AHRS team. An employee will contact the AHRS supervisor as soon as possible if they are unable to either cover their shift or complete their shift.

D. Employees assigned to AHRS duty and required to carry mobile electronic device(s) shall be reimbursed as follows: For weeks without holidays the pay rate is $300.00 per week ($42.86 per day), and the required hours of stand-by duty are Monday - Thursday 5:00 p.m. to 8:00 a.m. and 5:00 p.m. Friday through 8:00 a.m. Monday. For weeks including one or more agency-wide holidays, the pay rate is increased by fifty dollars ($50) per full-day holiday that falls within the assigned week, and the required hours of stand-by duty are the same as above, except the hours include from 5:00 p.m. of the day before the holiday through 8:00 a.m. of the day following the holiday so that the mobile electronic devices can be exchanged between employees on a day when the Agency is open for business.

E. Employees who respond to an after-hours call shall receive either pay or compensatory time off at the rate of time and one-half for all AHRS time actually worked.

**SECTION 19 - HOLIDAYS**

A. The schedule of Holidays is attached as an appendix to this Agreement. Full-time employees shall receive their usual rate of pay for the following 17 holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Farmworkers Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
California Native American Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Part-time employees who work twenty (20) hours or more per week or employees working on an approved job-sharing arrangement shall receive pro-rated holiday pay based on their hours worked per week.

B. An employee required to work on any holiday listed in A above shall be paid for such work at twice their rate of pay or compensatory time off for the hours worked.

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C. Any part-time or full-time employee whose regularly scheduled day off falls on a holiday, as set forth above, shall receive pro-rata day off within the affected pay period.

D. Holidays worked are to be considered in the computation of overtime.

E. In order to qualify for holiday pay, the employee must be in paid status both the day before and the day after the holiday.

**SECTION 20: VACATION**

A. Full-time employees, including those receiving integrated SDI, but excluding those on unpaid leave of absence, shall accrue paid vacation based upon hours paid in the previous payroll period from their date of hire or reinstatement, as follows:

| Months of Service | Hours Accrued Per Pay Period |
|---|---|
| 0-48 = 19 days per year | 5.847 |
| 49-108 = 21 days per year | 6.461 |
| 109-168 = 23 days per year | 7.077 |
| 169 + months = 25 days per year | 7.692 |

Part-time employees who work less than twenty (20) hours per week shall accrue paid vacation on a pro-rated basis.

B. Credit For Prior Service

1. Employees who voluntarily leave employment with VMRC and who are eligible for rehire, and who are rehired by the Agency within twenty-four (24) months of their termination date at VMRC shall receive credit, for vacation accrual purposes, for time previously served as a VMRC employee.

2. Employees who are hired by VMRC whose immediate past employer was another California Regional Center, and who were employed by the other California Regional Center within twenty-four (24) months of their hiring by VMRC, shall receive credit, for vacation accrual purposes, for verified prior service time at the prior Regional Center.

3. Sections B.1. and B.2., above, are effective with the second full pay period following ratification of the 2024-2027 collective bargaining agreement, and shall not have any retroactive effect for past accruals. If any current employee believes that they are eligible for an increased accrual rate based on the application of sections B.1. and B.2., above, they shall promptly notify the Human Resources Department. The Human Resources Department shall have thirty (30) days to review the request and verify

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whether the accrual rate should be changed. Any change in accrual rates shall be effective with the second full pay period following the determination of the Human Resources Department.

C. If a paid holiday, as set forth in Section 19, occurs during an employee's vacation, such time shall not be charged against their vacation balance.

D. If a member of a Military Reserve or the National Guard is called to duty during their vacation, such time shall not be charged against their vacation balance. Such period of military duty shall be counted as unpaid leave of absence in accordance with Section 24(D).

E. Employees who are discharged or resign shall, upon completion of necessary paperwork or seventy-two (72) hours, be entitled to payment by check for all vacation accrued based on all "payable hours" worked but unused up to and including the last full or partial day on which the employee reports to and does work. "Payable hours" consist of actual hours worked, sick time, vacation time and holidays.

F. An employee may accumulate a maximum of three hundred (320) hours of vacation.

G. Granting of vacation requests is at the discretion of the Employer. However:

1. Management may not unreasonably deny vacation requests.

2. In granting vacation requests, first priority shall be given to the earliest request each calendar year for a specific date(s).

3. Employees are responsible for monitoring and managing their accrued time, including usage and cash-out, in accordance with company policy. Once the maximum accrual limit of 320 hours is reached, no further time will accrue until the balance falls below this threshold.

H. If a vacation request is submitted by an employee who is on a corrective action plan, in accordance with Section 11, Paragraph A of this agreement, the vacation request shall be processed no differently than any other, however, the plan of corrective action shall be extended by the length of the vacation once approved.

I. Vacation Cash Out

1. Effective for the 2025-2026 fiscal year: Two times per year, either in the month of March or November, employees with at least five (5) years' service with VMRC may cash out up to forty (40) hours of accrued vacation, provided that the employee has at least one hundred twenty (120) hours of accrued vacation remaining after the cash out.

2. Effective for the 2026-2027 fiscal year and thereafter: At the end of each fiscal year, employees with at least five (5) years' service with VMRC may cash out up to eighty

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(80) hours of accrued vacation, provided that the employee has at least one hundred twenty (120) hours of accrued vacation remaining after the cash out. Such requests must be submitted no later than June 30.

J. In the event the Employer makes an error in recording accruals, the affected employees shall have reasonable time to spend down their accrued time.

K. Vacation time shall not count as time worked for the purpose of computing overtime. Vacation time may not be used to extend the workday so as to incur daily overtime.

**SECTION 21 - SICK TIME**

A. Eligible employees shall accrue sick time, at the rate of 3.693 hours per pay bi-weekly pay period from the date of hire. To be eligible to accrue sick time, an employee must have at least one "payable hour" in the pay period. "Payable hours" consist of actual hours worked, sick time, vacation time and holidays. Paid vacation time and paid sick time shall count as payable hours in the pay period for purposes of calculating sick time accrual. Part time employees who work twenty (20) or more hours per week or more shall accrue sick time on a pro-rated basis with a prorated maximum accrual. Unused sick time shall accrue up to a maximum of four hundred (400) hours. Employees who have exhausted all their sick time and who remain medically unable to return to work may use accrued vacation.

B. Sick time shall be granted in the event of sickness or disability which renders an employee unable to perform their duties, for medical or dental appointments; or if it is necessary for the employee to be absent from work to arrange emergency care plans or otherwise to act responsibly to the medical emergencies of persons who depend on the employee.

C. Sick time shall be applicable only on days during which the employee would have been scheduled to work. Pay for sick time shall be at the rate of pay which the employee would have received had they worked their regular straight-time schedule that day.

D. If an employee is using sick time and a holiday occurs during such an absence, that day shall not be charged against their sick time balance.

E. Where an employee is eligible to receive State Disability Insurance payment, the employee shall receive their full State Disability Insurance payment plus such portion of their accrued sick time to an amount equal to, but not exceeding, the employee's regular rate of pay. In cases of industrial injury entitling the employee to Worker's Compensation Insurance payments, the same method of integration with accrued sick time shall apply. (Medical verification will be required when an employee requests that sick time be integrated with State Disability Insurance or Worker's Compensation Insurance benefits.)

F. For each day the employee is absent and uses sick time, they shall contact their supervisor no later than 30 minutes after the start of the employee's regular work day If the employee's immediate supervisor is not available during that time, the employee shall leave a voice mail

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message in his or her immediate supervisor's voice mailbox, and/or send their immediate supervisor an email message and/or send their immediate supervisor a text message. The employee shall notify any other staff or personnel, as they deem necessary to cover their duties during the absence. Receptionists and other employees who are responsible for opening an Employer's office shall notify their immediate supervisor of any absence due to illness as pre-arranged between such employee and their supervisor. Employees are required to provide a doctor's note if they are absent for 5 or more consecutive scheduled work days. The note must confirm that the employee was under medical care and state when the employee is cleared to return to work. If the Employer has reason to believe that the employee is misusing sick time, the employee may be required to provide a licensed health practitioner's verification for each subsequent use of sick time, for a period not to exceed one (1) year. Additionally, the Employer may require a medical release for the employee to return to work, when the employee has had an illness or injury that could create a health or safety hazard to other employees, the public or to the employee. If an employee fails to communicate in any fashion with their supervisor or Human Resources for a period of 3 consecutive days this can be considered job abandonment and just cause for termination. Management will make at least two (2) attempts to contact the employee and the employee's emergency contacts to conduct a wellness check prior to making a determination of job abandonment.

G. Sick time shall not count as time worked for the purpose of computing overtime. Sick time may not be used to extend the work day so as to incur daily overtime.

H. Upon a licensed health practitioner's verification, if an employee is ill for five (5) or more days while on vacation, they may charge accrued sick time for such period of illness. In order to receive this credit, the employee must provide to the supervisor a written verification from such licensed health practitioner.

I. The term "disability" includes disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from.

J. When an employee has accumulated in excess of thirty (30) days or 240 hours of sick time, the employee has the option of trading two (2) sick days for one (1) vacation day. However, the employee may not thereby reduce their accumulated sick time to less than thirty (30) days.

K. An employee with a hire date prior to January 1, 2009 who has gained regular status and is terminated or who resigns shall be entitled to payment for one half (1/2) of all sick time accrued based on all "payable hours" worked but unused up to and including the last full or partial day on which the employee reports to and does work. "Payable hours" consist of actual hours worked, sick time, vacation time and holidays. Such payment shall be made with other final wage payments made to the employee upon separation of employment.

L. All employees may use sick days for mental health. Mental health days will be deducted from the employees accrued sick time. The employee is free to use their mental health days as they see fit, without any restrictions or risk of disciplinary action, however, employees are required to

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provide a health care provider's note if they are absent for seven (7) or more consecutive scheduled work days for mental health.

M. If an employee separates from the Employer and is rehired by VMRC within eighteen (18) months, they shall be entitled to reinstatement of previously accrued but unused sick leave. This period shall be extended to twenty-four (24) months if an employee is laid off from employment and rehired as provided in Section 5.D. Employees who receive a sick time payment upon separation as provided in Section 21.K. shall not be eligible for reinstatement of any sick time upon rehire. Employees shall not be entitled to reinstatement of any sick days which were traded for vacation days as provided in Section 21. J.

**SECTION 22 – LEAVE OF ABSENCE**

A. A leave of absence shall be defined as an approved absence from work.

B. Any request for a leave of absence must be submitted in writing by the employee to their immediate Manager. The request shall be made at least 4 weeks in advance and shall state the reason the leave of absence is being requested, the approximate time requested, and the minimum length of time off the employee desires. Any extension of a leave of absence beyond the period initially arranged for shall require submission of an additional request and approval of the Employer. The employee must inform the Employer two (2) weeks prior to the desired date of return of their intent to return if this information is not provided at the time of the request.

C. Leaves of absence for other reasons such as family emergency, or personal business may be granted to employees who have completed the orientation periods when the Executive Director determines that the efficiency of the agency's operations will not be impaired.

D. Continuation of Benefits During Leave

1. No employee who is placed on leave of absence shall receive any paid benefits previously accrued under this Agreement during such leave unless specific arrangements have been made for monthly advance payment of premiums by the employee. In such cases, benefits may be continued for a maximum of six (6) months while on leave. An employee shall not accrue or forfeit any rights under this Agreement during leave of absence.

2. For Medical Leave of Absences and other leaves of absence where an employee is in paid status, benefits (employer portion of medical costs, dental, vision, group term life) will be paid by the employer for up to (6) months every (2) years. The employee's portion of benefits shall be paid by the employee through payroll deduction or by direct payment from the employee to VMRC. Failure to make timely payments by the employee may result in cancellation of benefits.

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3. At the employee's election, benefits may be continued during any leave of absence as allowed by COBRA, except where employer-paid benefits are provided.

E. No employee will be granted a leave of absence for the purpose of consulting or accepting other employment. Except for an educational leave of absence, an employee who engages in consulting activities or other employment during an authorized leave of absence shall forfeit their right to reinstatement with the Employer.

F. A leave of absence is intended to run concurrently with any leave available under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). If an employee is eligible for both FMLA or CFRA leave and leave pursuant to this section, then FMLA and CFRA leave will be counted and used concurrently with the leave provided for under this section -- the first twelve (12) weeks of leave shall be counted concurrently as both FMLA and CFRA leave and Family Leave under this section. However, in the case of disability caused by pregnancy, childbirth, or related medical conditions, an employee eligible for FMLA and CFRA leave must use FMLA leave concurrently with any available pregnancy disability leave, but then may use CFRA leave upon exhaustion of Pregnancy Disability Leave. Additional information, including charts of how leaves may interact, is available from the Human Resources Department.

G. Categories of Leave

1. PERSONAL LEAVE OF ABSENCE
    i. Regular employees may request to take a personal leave of absence. Approval of personal leave is at the discretion of the employee's direct manager and the Human Resources Director.
    ii. A personal leave of absence does not qualify for protection under the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) in accordance with guidelines set forth in this agreement.
    iii. An employee shall not accrue seniority for periods of authorized personal leave of absence in excess of thirty (30) consecutive calendar days.

2. MEDICAL LEAVE OF ABSENCE
    i. Regular employees may, with approval of the Employer, take a Medical leave without pay for a period not to exceed six (6) months every two (2) years upon medical verification for the purpose of providing care and support for a newborn or newly adopted child or other dependent persons, or for personal illness or disability (non-industrial). The two (2) year period shall be measured starting with the first day of the leave. Once an employee is on an approved leave of absence, the employee can opt to use any accrued sick leave and/or vacation benefits or opt not to use those benefits before, during or after the period of extended leave.
    ii. Medical leave requires medical verification.

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iii. An employee shall not accrue seniority for periods of Medical leave in excess of 6 months.
iv. An employee returning from Medical leave shall be entitled to return to the same or comparable position and salary step held at the time leave was granted.
v. Where an employee is eligible to receive State Disability Insurance payment, the employee shall receive their full State Disability Insurance payment and may elect to receive such portion of their accrued sick and/or vacation time to an amount equal to, but not exceeding, the employee's regular rate of pay. In cases of industrial injury entitling the employee to Worker's Compensation Insurance payments, the same method of integration with accrued sick and/or vacation time shall apply. (Medical verification will be required when an employee requests that sick leave pay be integrated with State Disability Insurance or Worker's Compensation Insurance benefits.)

3. MILITARY LEAVE OF ABSENCE
   i. Any employee on active or reserve duty with any federal or state military agency shall be entitled to leaves of absence in accordance with applicable law.
   ii. Such period of military duty shall be counted as unpaid leave of absence.

4. UNPAID LEAVE OF ABSENCE
   i. An unpaid leave of absence does not qualify for protection under the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) in accordance with guidelines set forth in this agreement.
   ii. An employee shall not accrue vacation or sick time for pay periods of unpaid leave of absence where the employee has no payable hours. An employee shall not accrue seniority for periods of authorized unpaid leave of absence in excess of thirty (30) consecutive calendar days.
   iii. No employee placed on Unpaid leave of absence shall receive any paid benefits previously accrued under this agreement during such leave unless specific arrangements have been made for monthly advance payment of the whole premium amount by the employee.
   iv. At the employee’s election, benefits may be continued during a period of Unpaid leave as allowed by COBRA.

5. CONFERENCE AND EDUCATIONAL LEAVE
   i. The Employer recognizes the importance of a variety of training opportunities in the professional development of all staff.
   ii. Employees shall be eligible for up to forty-eight (48) hours paid leave each calendar year to attend approved off-site training opportunities. Final approval of such attendance is contingent upon the Employer's determination that:
      1. Such attendance does not unreasonably interfere with staffing.

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2. The employee's performance or value to the Employer will be enhanced by such attendance.
3. Sufficient financial resources are available.

iii. Employees shall submit to the immediate supervisor in advance a written request specifying the conference, course, institute, workshop or class they wish to attend. That request shall then be reviewed by the responsible Management Team member. The Employer shall not unreasonably deny such requests.

iv. The Employer will pay the employee's normal salary if courses are attended during the working day, plus reasonable expenses, including per diem and transportation as provided in the Employer's administrative policies. The Employer will pay fees and tuitions of approved conferences, courses, classes, institutes, or workshops, upon receiving written documentation of such expenses. Nothing in this section shall prevent agreement between the Employer and an employee that the employee will not claim reimbursement for specifically identified costs.

v. Any employee who has completed one (1) year of employment with the Employer may be entitled to a leave of absence of up to six (6) months for educational purposes if the Employer determines that such leave will be beneficial to the employee's work at the Center. Any part-time employment or contractual arrangement with vendors of Valley Mountain Regional Center during the educational leave of absence is subject to the Employer's prior approval.

**SECTION 23 - DONATION OF VACATION FOR SERIOUS ILLNESS**

In a calendar year, an employee may donate up to 20% of their accrued vacation and/or sick time to other employees who have exhausted all accrued vacation and sick time as a result of extended personal or serious family illness. In order to be eligible to receive such a donation, a receiving employee must provide to the Employer a certification from a health care provider that they will be unable to return to work for at least five (5) consecutive days or is receiving recurring medical treatment that takes place at least once per month. The transaction will be based on the computed dollar value of the donated Vacation hour. The donating employee must specify, in writing the person on whose behalf the donation is made.

Employees who are receiving payments as the result of time donated by others pursuant to this section shall not be considered to be in "paid status" and therefore shall not receive paid health and welfare benefits unless specific arrangements have been made for advance payment of premiums by the employee. In order to take advantage of donated hours on an approved LOA extending more than 5 consecutive days, employees exhausted all sick and vacation hours prior to donation request. In such cases, benefits may be continued for a maximum of six (6) months while on leave.

During any calendar year, the maximum value of donated time which an employee may receive is 600 times the receiving employee's base hourly rate of pay.

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An employee who is on leave due to serious personal or family illness may not donate any vacation/sick leave to other employees.

The donation period will begin on the day the request for donated hours is received and will conclude at the end of the first full pay period following the request.

Any donated vacation and/or sick leave remaining when the employee returns to work shall be returned to those employees who made donations. Donated leave time shall be returned in proportionate amounts based on the total number of hours donated and the number of hours donated by each employee.

## SECTION 24 - BEREAVEMENT LEAVE

In the event of the death, or critical illness where death appears imminent, of an individual identified below, an employee shall be granted up to the identified number of working days off with pay for the purposes of attendance at a funeral and/or bereavement. Bereavement leave shall not be accumulated, nor shall it be charged against sick leave. Proof of the need for such leave may be required by the Employer.

| RELATIONSHIP | Spouse, registered domestic partner, Parents (Spouse parents), child, stepchild, siblings (spouse's siblings), grandparent, and grandchild. | Aunt, uncle, niece, and nephew | A person who was significant in the life of the bargaining unit member (Cousin/Spouse's/Domestic Partner's- (Aunt, Uncle, Niece, Nephew, Cousin) and other extended family members) |
|---|---|---|---|
| NUMBER OF DAYS OF PAID LEAVE | Up to five (5) days | Up to three (3) days | Up to one (1) day |

## SECTION 25 - JURY DUTY PAY

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 up to 8 hours but not to exceed 8 hours and jury duty compensation, excluding travel allowances for up to twenty (20) working days. As a condition for such reimbursement, the employee must notify the Employer and submit a copy of the Notice to Appear or Jury Summons as soon as possible after

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receipt, and must also provide such written verification from the jury commissioner as is normally available indicating the employee was present at court on jury service for the day(s) for which differential pay under this section is sought.

An employee whose jury duty extends beyond twenty (20) working days will be placed on unpaid leave of absence and shall be entitled to return to their regular job at the conclusion of jury duty. Employees on jury duty are expected to report to work during normal business hours when their service as jurors is not required and a reasonable amount of time remains in the work day. When an employee has received a Notice To Appear or Jury Summons they may request and receive a letter from the Employer. This letter shall be on Agency Letterhead and explain the provisions of this section (i.e. after twenty (20) days being placed on unpaid status) and be provided within three (3) working days of the employee's request.

**SECTION 26 - RETURN TO WORK**

A. An employee returning from any leave of absence described herein not exceeding six (6) months duration shall be entitled to return to the next available position in the classification they held at the time the LOA was granted as long as the employee has a medical release to perform the essential job functions as outlined in the approved job description.

B. An employee who wishes to return to work prior to the previously approved return date must notify the employer in writing at least two (2) weeks prior to the requested return date. The employer may approve an early return to work. The Employer's decision can be grieved to the third (3) step of the grievance procedure.

**SECTION 27 - BENEFITS**

Full-time employees and part-time employees working twenty (20) hours per week or more, with the exception of those participating in a job-sharing arrangement, shall receive the following benefits:

Unless otherwise specified herein, benefits become effective on the first day of the month following or coincident with the date of hire. Any required waiting periods are also calculated from that date. For example, for an employee with a hire date between the 2nd and the last day of the month, effective dates and waiting periods would be calculated as of the first of the following month. For an employee hired on the first day of the month, that day would be the effective date and the start of any required waiting period. Benefits deductions will be based on 24 pay periods verses 26 pay periods.

A. Life Insurance: Life insurance coverage shall be provided by the Employer based on three (3) times the annual salary, (rounded up to the nearest $1,000.00 to a maximum of $300,000), to be updated at time of salary reviews and/or increases.

B. Medical Insurance: The Employer will pay for employee and dependent medical insurance coverage up to the amounts listed below for the premiums effective January 1, 2027:

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2027 Employer Contribution Rates

Employee only - $1,165 per month
Employee plus 1 Dependent - $1,878 per month
Employee plus 2 or more Dependents - $2,425 per month

The Employer will pay for employee and dependent medical insurance coverage up to the amounts listed below for the premiums effective January 1, 2028:

2028 Employer Contribution Rates

Employee only - $1,195 per month
Employee plus 1 Dependent - $1,925 per month
Employee plus 2 or more Dependents - $2,486 per month

C. Dental Insurance: The Employer shall pay for the full cost of employee and dependent coverage for dental insurance; including domestic partners as defined by insurance plan.

D. Vision Insurance: The Employer shall pay for the full cost of the Vision Services Plan (Plan A) for the employee. The Employer shall provide an option for family coverage at employee cost.

E. Professional Liability and Malpractice: The Employer shall carry a blanket professional liability and malpractice insurance policy which covers professional employees while they are performing Agency-related functions from their date of hire.

F. CAL PERS retirement will be the pension system for employees who work sufficient hours to be included in CalPERS. The Employer and Employees will contribute amounts prescribed by CAL PERS. Employees covered by CalPERS will not participate in Social Security. For "classic" members, up until the time that the salary increase identified in Section 10.A.1 of this agreement goes into effect, the employee contribution rate will be reduced by one half of one percent, , with the Employer making up the difference. When the salary increase identified in Section 10.A.1 of this agreement goes into effect, the employee contribution rate for "classic" members will no longer be reduced by one half of one percent. "PEPRA" members (employees hired on or after January 1, 2013 who were not prior members of CalPERS) do not receive this reduction in the employee contribution rate.

G. Eligibility: Dental insurance Life, medical, and vision insurance will go into effect on the first day of the month following the date of hire.

H. Job sharing participants shall be entitled to benefits as provided in Section 8 of this Agreement.

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I. The Employer provides a flexible spending account program for dependent care and medical assistance.

J. Opt Out/Reduction in Coverage.

1. Employees who qualify for medical insurance coverage and decide to opt out from such coverage will receive Two Hundred and Seventy-Five Dollars ($275.00) per month in lieu of the Employer's contribution for such coverage.

Proof of alternate coverage is required to participate in the opt out program. This shall be accomplished by an initial verification of alternate coverage for the employee, and annual verification of such coverage thereafter. Annual reverification must be completed between December 1 and December 31 of each year. Opt out payments do not begin until satisfactory proof of alternate coverage is received by the Human Resources Department.

2. Employees hired on or before December 31, 2006, who qualify for medical insurance coverage and decide to reduce such coverage will receive a monthly payment as follows:

| Coverage Which Employee Could Elect | Coverage Which Employee Actually Does Elect | Monthly Payment |
|---|---|---|
| Family | Employee + 1 | $65.00 |
| Family | Employee Only | $100.00 * |
| Employee + 1 | Employee Only | $85.00 |

* Employees receiving $145 per month for this payment as of October 1, 2003, shall continue to receive such payment as long as they remain eligible.

Proof of alternate coverage is required to participate in the reduced benefit program. This shall be accomplished by an initial verification of alternate coverage for all spouses, children and family members, and annual verification of such coverage thereafter. Annual reverification must be completed between December 1 and December 31 of each year. Employees whose dependents are no longer eligible for coverage under the VMRC plan shall no longer be entitled to payment for not taking additional coverage. Reduced benefit payments do not begin until satisfactory proof of alternate coverage is received by the Human Resources Department.

Employees and their dependents must be enrolled in the health plan for a minimum of six (6) months in order to be eligible to receive the reduced benefit payment.

This payment option shall not be available to bargaining unit members hired on or after January 1, 2007.

K. Cessation of Benefits Upon Termination of Employment or Resignation

For purposes of eligibility for medical benefits through CalPERS, former employees are eligible for CalPERS medical benefits through the last day of the month following the month in which an

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employee's employment comes to an end. For purposes of eligibility for all other benefits provided in Section 30 of this Agreement, former employees are eligible for such benefits through the last day of the month in which an employee's employment comes to an end. For example, if an employee's employment terminates on October 15, they would be eligible for Life Insurance, Dental and Vision benefits through October 31, and eligible for CalPERS medical benefits through November 30.

## SECTION 28 - HEALTH AND SAFETY

The Employer has in place a written Injury and Illness Prevention Program as required by state law, which imposes obligations on both the Employer and on employees with regard to workplace safety. If there is reason to believe that an employee's safety might be compromised, an employee and their immediate supervisor may explore alternatives to consumer home visits which may include but are not limited to telephone interviews, VMRC office visits, alternate site visits, etc. The implementation of such alternative shall be at the request of the employee or upon the direction of the Employer. Employee safety will be addressed in regularly scheduled team meetings.

In the event that the building environment becomes intolerable (for example, temperature extremes, etc.), such that employees are rendered incapable of performing their job duties, the Employer and Union shall meet to discuss and evaluate a response, including the possible identification of alternate work locations for the impacted employees.

## SECTION 29 - NO STRIKE, NO LOCKOUT

Under no circumstances will the Union or its agents cause or permit its members to cause any strike, slow-down, stop of work or other economic actions directed at any activity of the Employer, or cause or engage in any on-site picketing during the term of this Agreement. There shall be no sympathy strike by the Union or its members in favor of any other union. Under no circumstances will the Employer engage in a lockout during the term of this Agreement.

## SECTION 30 - MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management including, but not limited to, the following:

A. The determination or modification of Employer's goals and objectives, including the determination or modification of the nature and scope of Employer's functions, the determination or modification of the size, number, location, and function of Employer's organizational units or other activities;

B. The specification and acquisition of apparatus, equipment or other materials, including program materials, and the use of such apparatus, equipment or material;

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C. The establishment of methods of operation and procedures, including for example, program and consumer evaluation procedures and the institution of technological alterations in processes or equipment or both;

D. The expansion or contraction of Employer's services generally, or any activity or function specifically, and the determination of appropriate staffing levels within the bargaining unit generally, or any department, activity or function specifically;

E. The direction of the working forces, including the right to determine within the scope of job classification work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Agreement;

F. The recruitment, utilization and assignment of volunteers to assist and supplement the regular staff. Such volunteers will not be considered members of the bargaining unit;

G. Subcontracted, intermittent or casual help doing bargaining unit work may be employed for no more than fifteen (15) months. Such temporary personnel will not be considered members of the bargaining unit under this Agreement. If such subcontracted, intermittent or casual help is retained for a total of one (1) working day more than fifteen months (not necessarily by the same person), the position shall be posted and filled in accordance with this Agreement or shall be eliminated at the discretion of the Executive Director.

H. The contracting with consultants and specialists to perform special assignments under direct supervision; it being understood and agreed that the regular staff will cooperate with such consultants and specialists in the performance of their assignments;

I. The design and implementation of safety programs and plans for increased efficiency;

J. The determination of employee qualifications;

K. The right to select and hire new employees including temporary employees;

L. The right to determine and reward meritorious performance;

M. The right to select or employ supervisory employees (although the Employer shall give due consideration to possible promotion from within);

N. The right to determine the number of hours worked, the schedule of workday, schedule of lunch time and break time, the amount of over-time to be worked, if any, and the employees working such over-time, except as otherwise provided in this Agreement.

O. The right to determine the scheduling of vacations and other time off except as otherwise provided in this Agreement.

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P. The right to establish and enforce reasonable rules and regulations pertaining to conduct and deportment of employees, such reasonableness being subject to the provisions of Section 14 (Grievance Procedure).

**SECTION 31 - EFFECT OF AGREEMENT**

The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized herein.

**SECTION 32 - SAVING CLAUSE**

In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall request to renegotiate any Section determined invalid.

**SECTION 33 - TERM OF AGREEMENT**

This Agreement shall be effective without retroactive effect (unless otherwise noted) as of November 1, 2025, and shall remain in effect through November 1, 2028.

This Agreement shall be automatically renewed and extended from year to year thereafter without addition, change or amendment unless either party serves notice in writing to the other party not less than sixty (60) days before the end of the term then in existence of its desire to terminate, change, amend or add to this Agreement.

IN WITNESS WHEREOF, the undersigned parties duly authorized to do so, have executed this Agreement via Docusign on the dates indicated.

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For the Employer:
VALLEY MOUNTAIN REGIONAL CENTER

BY: Signed by: DA987AAEF2E44E4...
Leinani Walter,
Executive Director

BY: Signed by: E7F9D4AD2B334E3...
Amanda Verstl,
Bargaining Team Member

BY: Signed by: FAAB4EA06C9545D...
Elizabeth Martin,
Bargaining Team Member

BY: Signed by: A3E8057A98E24B8...
Bruce Sarchet,
Chief Spokesperson

For the Union:
SEIU LOCAL 1021

BY: Signed by: 6D252BD03819487...
Emily Orth,
Local Chapter President

BY: Signed by: F757E7ECD9BA494...
Mary Duncan,
Bargaining Team Member

BY: Signed by: A51079A8D09E4C8...
Michele Poaster,
Bargaining Team Member

BY: Signed by: 0B568633B25E43D...
Shana Molotch,
Bargaining Team Member

BY: Signed by: B43D77C72FEC4C5...
Rafael Arroyo,
Bargaining Team Member

BY: Signed by: 3B0CA309D9B44C0...
Alejandro Martinez,
SEIU Representative

BY: DocuSigned by: 35487423365A4D2...
David Canham,
SEIU Executive Director

BY: Signed by: 7DFD01B3B1024A0...
Bill Petrone,
SEIU Director

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# APPENDIX A- SALARY SCHEDULE

| VMRC Bargaining Unit Salary Schedule Effective November 1, 2026 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Position** | **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** | **Step 6** | **Step 7** | **Step 8** |
| Acct. Asst. / Grants | $ 24.24 | $ 25.46 | $ 26.72 | $ 28.06 | $ 29.48 | $ 30.93 | $ 32.45 | $ 34.08 |
| Admin Clerk | $ 18.20 | $ 19.11 | $ 20.06 | $ 21.06 | $ 22.11 | $ 23.22 | $ 24.38 | $ 25.60 |
| Benefits Counselor | $ 25.73 | $ 27.03 | $ 28.35 | $ 29.79 | $ 31.28 | $ 32.84 | $ 34.48 | $ 36.21 |
| Case Mgt. Spec. | $ 28.35 | $ 29.79 | $ 31.28 | $ 32.84 | $ 34.48 | $ 36.21 | $ 38.01 | $ - |
| Clin. Svcs. Proj. | $ 31.00 | $ 32.56 | $ 34.18 | $ 35.89 | $ 37.69 | $ 39.57 | $ 41.55 | $ - |
| Comm. Svcs. Liaison/HCBS | $ 28.10 | $ 29.50 | $ 30.98 | $ 32.54 | $ 34.15 | $ 35.88 | $ 37.66 | $ - |
| Coord. Of Autism Svcs. | $ 38.12 | $ 40.02 | $ 42.01 | $ 44.12 | $ 46.31 | $ 48.63 | $ 51.07 | $ - |
| Deaf and Hard of Hearing Community Coordinator | $ 30.98 | $ 32.54 | $ 34.15 | $ 35.85 | $ 37.66 | $ 39.54 | $ 41.48 | $ - |
| Employment Specialist | $ 31.15 | $ 33.30 | $ 34.35 | $ 36.06 | $ 37.87 | $ 39.76 | $ 41.76 | $ - |
| Enhanced Svc Coord. | $ 28.35 | $ 29.79 | $ 31.28 | $ 32.84 | $ 34.48 | $ 36.21 | $ 38.01 | $ - |
| Fed. Prog. Nurse | $ 33.23 | $ 34.91 | $ 36.64 | $ 38.48 | $ 40.37 | $ 42.41 | $ 44.54 | $ - |
| Fed. Progr Spec | $ 28.10 | $ 29.50 | $ 30.98 | $ 32.54 | $ 34.15 | $ 35.88 | $ 37.66 | $ - |
| FHA Coordinator | $ 30.98 | $ 32.54 | $ 34.15 | $ 35.85 | $ 37.66 | $ 39.54 | $ 41.48 | $ - |
| Fiscal Asst. | $ 23.00 | $ 24.14 | $ 25.34 | $ 26.61 | $ 27.94 | $ 29.35 | $ 30.81 | $ 32.34 |
| Fiscal Monitor | $ 24.24 | $ 25.46 | $ 26.72 | $ 28.06 | $ 29.48 | $ 30.93 | $ 32.45 | $ - |
| Fiscal POS Analyst | $ 31.32 | $ 32.86 | $ 34.52 | $ 36.24 | $ 38.07 | $ 39.95 | $ 41.96 | $ - |
| Fiscal/TL | $ 26.94 | $ 28.29 | $ 29.69 | $ 31.18 | $ 32.73 | $ 34.37 | $ 36.08 | $ - |
| Forensic Specialist | $ 34.94 | $ 36.67 | $ 38.51 | $ 40.44 | $ 42.47 | $ 44.58 | $ 46.81 | $ - |
| Front Desk Receptionist | $ 19.54 | $ 20.52 | $ 21.55 | $ 22.63 | $ 23.75 | $ 24.96 | $ 26.20 | $ 27.52 |
| Intake Coord. | $ 31.00 | $ 32.56 | $ 34.21 | $ 35.89 | $ 37.69 | $ 39.57 | $ 41.55 | $ - |
| Intake Specialist | $ 37.51 | $ 39.39 | $ 41.36 | $ 43.43 | $ 45.59 | $ 47.87 | $ 50.26 | $ - |
| IS Tech | $ 19.62 | $ 20.60 | $ 21.62 | $ 22.71 | $ 23.85 | $ 25.04 | $ 26.31 | $ 27.64 |
| Nurse Service Coord | $ 27.03 | $ 28.35 | $ 29.79 | $ 31.28 | $ 32.84 | $ 34.50 | $ 36.21 | $ - |
| Ofc. Asst. | $ 17.36 | $ 18.23 | $ 19.14 | $ 20.10 | $ 21.11 | $ 22.16 | $ 23.27 | $ 24.43 |
| Office Technician | $ 18.20 | $ 19.11 | $ 20.06 | $ 21.06 | $ 22.11 | $ 23.22 | $ 24.38 | $ 25.60 |
| Outreach and Language Access Coordinator | $ 30.17 | $ 31.67 | $ 33.25 | $ 34.92 | $ 36.66 | $ 38.50 | $ 40.43 | $ - |
| Participant Choice Specialist | $ 31.32 | $ 32.86 | $ 34.51 | $ 36.23 | $ 38.06 | $ 39.96 | $ 41.96 | $ - |

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Referral Specialist (English) | $ 20.53 | $ 21.56 | $ 22.61 | $ 23.75 | $ 24.94 | $ 26.18 | $ 27.51 | $ 29.08 |
| Referral Specialist (Spanish) | $ 20.53 | $ 21.56 | $ 22.61 | $ 23.75 | $ 24.94 | $ 26.18 | $ 27.51 | $ 29.08 |
| Reg. Nurse Advocate | $ 31.28 | $ 32.84 | $ 34.48 | $ 36.21 | $ 38.01 | $ 39.92 | $ 41.90 | $ - |
| Res.Dev Rate Specialist | $ 31.32 | $ 32.86 | $ 34.52 | $ 36.24 | $ 38.07 | $ 39.95 | $ 41.96 | $ - |
| Revenue Coord. | $ 21.09 | $ 22.13 | $ 23.25 | $ 24.39 | $ 25.60 | $ 26.90 | $ 28.25 | $ 29.68 |
| Senior Office Tech | $ 19.54 | $ 20.53 | $ 21.56 | $ 22.62 | $ 23.75 | $ 24.96 | $ 26.20 | $ 27.52 |
| Senior RNA | $ 34.94 | $ 36.67 | $ 38.51 | $ 40.44 | $ 42.47 | $ 44.58 | $ 46.81 | $ - |
| Service Coordinator | $ 25.73 | $ 27.03 | $ 28.35 | $ 29.79 | $ 31.28 | $ 32.84 | $ 34.48 | $ 36.21 |
| Spec. Proj. Liaison | $ 28.10 | $ 29.50 | $ 30.98 | $ 32.54 | $ 34.15 | $ 35.85 | $ 37.66 | $ - |
| Senior Intake Coord | $ 37.51 | $ 39.39 | $ 41.36 | $ 43.43 | $ 45.59 | $ 47.87 | $ 50.26 | $ - |
| Senior Participant Choice Specialist | $ 37.51 | $ 39.39 | $ 41.36 | $ 43.43 | $ 45.59 | $ 47.87 | $ 50.26 | $ - |
| Senior Service Coord | $ 31.32 | $ 32.86 | $ 34.52 | $ 36.24 | $ 38.07 | $ 39.95 | $ 41.96 | $ - |
| Senior Case Mgt Spec | $ 31.32 | $ 32.86 | $ 34.52 | $ 36.24 | $ 38.07 | $ 39.95 | $ 41.96 | $ - |
| Senior Comm. Serv. Liaison/HCBS | $ 30.98 | $ 32.54 | $ 34.15 | $ 35.85 | $ 37.66 | $ 39.54 | $ 41.49 | $ - |
| Senior Fed. Prog. Spec | $ 32.63 | $ 34.25 | $ 35.96 | $ 37.78 | $ 39.66 | $ 41.66 | $ 43.71 | $ - |
| Senior Receptionist | $ 21.09 | $ 22.13 | $ 23.24 | $ 24.40 | $ 25.60 | $ 26.90 | $ 28.25 | $ 29.68 |
| System of Care Coordinator | $ 30.98 | $ 32.54 | $ 34.15 | $ 35.85 | $ 37.66 | $ 39.54 | $ 41.48 | $ - |
| Telemed Coordinators | $ 23.00 | $ 24.14 | $ 25.34 | $ 26.61 | $ 27.94 | $ 29.35 | $ 30.81 | $ 32.34 |

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## APPENDIX B - SCHEDULE OF HOLIDAYS

| Holiday | 2026: Day Holiday Observed | 2027: Day Holiday Observed | 2028: Day Holiday Observed |
|---|---|---|---|
| New Year's Day | 01/01/2026 | 01/01/2027 | 01/03/2028*** |
| Martin Luther King Day | 01/19/2026 | 01/18/2027 | 01/17/2028 |
| Lincoln's Birthday | 02/12/2026 | 02/12/2027 | 02/11/2028* |
| Presidents Day | 02/16/2026 | 02/15/2027 | 02/21/2028 |
| Cesar Chavez Day | 03/31/2026 | 03/31/2027 | 03/31/2028 |
| Memorial Day | 05/25/2026 | 05/31/2027 | 05/29/2028 |
| Juneteenth | 06/19/2026 | 06/18/2027* | 06/19/2028 |
| Independence Day | 07/03/2026* | 07/05/2027** | 07/04/2028 |
| Labor Day | 09/07/2026 | 09/06/2027 | 09/04/2028 |
| California Native American Day | | 09/24/2027 | 09/22/2028 |
| Indigenous Peoples' Day | 10/12/2026 | 10/11/2027 | 10/09/2028 |
| Veterans Day | 11/11/2026 | 11/11/2027 | |
| Thanksgiving | 11/26/2026 | 11/25/2027 | |
| Day after Thanksgiving | 11/27/2026 | 11/26/2027 | |
| Christmas Eve | 12/24/2026 | 12/24/2027 | |
| Christmas Day | 12/25/2026 | 12/27/2027*** | |
| New Year's Eve | 12/31/2026 | 12/31/2027 | |

* Holidays falling on a Saturday will be observed on the preceding Friday
** Holidays falling on a Sunday will be observed on the following Monday
***Holidays falling on a Saturday with a holiday already on the preceding Friday will be observed on the following Monday