

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TRI-COUNTIES REGIONAL CENTER

AND

SEIU, LOCAL 721

January 1, 2010, To December 31, 2014

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AGREEMENT

This Agreement is made this 1st day of January, 2010, by and between Service Employees International Union Local 721, CTW, CLC (“Union”), and the Tri-Counties Association for Developmentally Disabled, Inc., doing business as Tri-Counties Regional Center (“Employer”).

ARTICLE 1. RECOGNITION

RECOGNITION:

Pursuant to the Certification of Representative, issued by the National Labor Relations Board, May 10, 1993, in Case No. 31-RC-7056, the Employer recognizes the Union as the exclusive collective bargaining representative of the Employer’s employees in the following bargaining unit:

INCLUDED:

All full-time and regular part-time non-professional employees including Clerk I, Clerk II, Peer Advocate Specialist, Receptionist/Clerical Assistant, Records Clerk, Fiscal Assistant, Secretary III, Community Development Associate, Accounting Assistant, Administrative Assistant, Applications Support Analyst, Grant Financial Specialist, Information Systems Analyst, and all full-time and regular part-time professional employees including Service Coordinators, SIR/Consumer Benefits Specialist, Quality Assurance Specialist, Resource Developer, Cost Assessment Specialist/Auditor, External Auditor, Community Placement Nurse Specialist, Psychologist I, Psychologist II, and Physician, employed by the Employer at its facilities.

EXCLUDED:

All confidential employees, managerial employees, guards and supervisors as defined in the Act.

ARTICLE 2. NEW JOB CLASSIFICATION

If the Employer establishes a new job classification within the bargaining unit during the term of this Agreement, the Employer shall also establish the rate of pay therefore. The Employer shall notify the Union in writing of the establishment of any such new job classifications.

If the Union is not satisfied with the rate of pay established by the Employer, it shall have the right to negotiate the rate with the Employer. The position shall be paid at the rate the Employer initially establishes until the negotiations are concluded. The parties agree that should either party believe the other is not bargaining in good faith, that party may file an unfair labor practice charge against the other party for failure to bargain in good faith.

ARTICLE 3. NON-DISCRIMINATION

Neither the Employer nor the Union shall unlawfully discriminate against any employee on account of race, color, religion, ancestry, national origin, age (over 40 years), sex, marital status,

medical conditions, physical or mental disability, sexual orientation, or pregnancy, childbirth or related conditions or other conditions protected by law.

Neither the Employer, the Union, nor covered employees shall coerce, intimidate, or otherwise discriminate against any employee based on that employee's actions in choosing to join or in refusing to join the Union, or that employee's Union beliefs or activities, or lack thereof. It is understood that prohibited actions include the Employer posting, publicizing, or otherwise communicating the names of members of the Union and the Union posting, publicizing or otherwise communicating the names of nonmembers of the Union. This section does not prevent the Employer or Union from maintaining lists of which employees are union members or nonmembers for various organizational purposes.

The parties agree that an employee may bring a claim of discrimination to arbitration, or the employee may pursue such a claim in a civil lawsuit, but the employee may not pursue the same claim of discrimination both by arbitration and a civil lawsuit.

ARTICLE 4. UNION SECURITY

4.1 Union Membership

- (a) Each employee covered by this Agreement hired prior to the effective date of this Agreement, i.e., January 1, 2010, shall have the right to join and the right to refuse to join the Union, provided however that any such employee who is a member of the Union as of the effective date of this Agreement, and any such employee who thereafter becomes a member of the Union shall remain a member of the Union in good standing for the term of this Agreement as a condition of employment; provided however that each year in the April 1–15 time frame such an employee may opt out of being a member and may opt out of paying any dues or fees by sending the Union a certified letter postmarked in the April 1–15 time frame confirming the decision to opt out, with a copy to the Employer.

The parties agree that the Employer will send out no more than one reminder to employees, either by e-mail or hard copy, regarding each opt out period. Further, the wording regarding the opt out period in the Employer's reminder and in letters offering employment with TCRC will be wording mutually agreed to by the parties.

- (b) Each employee covered by this Agreement hired on or after the effective date of this Agreement, i.e., January 1, 2010, shall, as a condition of employment, within thirty-one days after beginning such employment, become and remain a member of the Union; provided that each year in the April 1–15 time frame such an employee may opt out of paying any dues or fees and opt out of being a member by sending the Union a certified letter confirming the decision to opt out, with a copy to the Employer.
- (c) Membership in good standing in the Union shall consist of tendering the periodic dues and initiation fee uniformly required for membership.

- 4.2 Discharge for Violation of 4.1 The Employer shall, during the term of this Agreement, discharge any employee who fails to comply with 4.1 After being given fifteen (15) days notice by certified mail from the Union to the employee, with a copy to the Employer. Said notice shall specify the basis upon which such default is claimed by the Union.
- 4.3 Checkoff The Employer shall, during the term of this Agreement, deduct from the pay of each Union member and promptly remit to the Union an amount equal to the employee's initiation fee and dues; provided, however, that the employee has voluntarily given the Employer a written assignment authorizing such deduction and remittance on the authorization form developed and provided by the Union to the Employer.
- 4.4 Indemnification The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands or other liabilities, including the Employer's reasonable attorney fees, that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.
- 4.5 Notification Within thirty (30) days after the execution date of this Agreement, the Employer shall provide the Union with a list of all employees who are subject to the provisions of this Agreement, giving the names, addresses, classifications, dates of hire, work location, anniversary dates and rates of pay. The Employer shall forward to the Union the name, classification, expected date of hire, and work location of any new employee, to be sent upon the acceptance of an offer of employment with TCRC. On or before the fifteenth (15th) day of each month the Employer will forward to the Union the name, classification, date of hire, work location and home address of any employee hired during the previous month and the name and termination date of any employee who resigned, retired or was terminated during the previous month.
- 4.6 Religious Exemption

4.6.1 An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join the Union or financially support the Union as a condition of employment. In lieu of tendering to the Union an amount equal to the periodic dues and initiation fee uniformly required for membership, an employee obligated under 4.1 to pay dues and initiation fees shall, within the time period set forth above in Section 4.1 of this Agreement, commence tendering such amount to one of the non-religious charitable funds listed below, as a condition of continued employment:

American Red Cross
United Way
United Cerebral Palsy, Inc.,
Easter Seals
March of Dimes

To qualify for the religious exemption, the employee must provide to the Union, with a copy to the Employer, a written statement of objection, along with

verifiable evidence of membership in a religious body as described above. The validity of the conviction will be determined by the Union.

An employee who disagrees with the Union's determination of the validity of the religious claim may grieve this determination, with the matter going directly to arbitration, and the Employer providing representation to the employee in the grievance.

4.6.2 The Employer shall deduct such amounts and remit them to the charitable Fund designated by such employee in the same manner as set forth above.

4.6.3 An employee who defaults under this section shall be subject to discharge in the same manner as set forth above in Section 4.2.

4.7 Exclusive Bargaining Representative The parties understand and agree that the Union is the exclusive bargaining representative of all bargaining unit employees and that the Union by law must represent the interests and grievances of each bargaining unit employee (1) whether or not that employee is a member of the Union, and (2) without regard to the employee's union beliefs, activities, or lack thereof.

4.8 Copies of Agreement At the time of employment the Employer will provide a copy of this Agreement to each new employee covered by the Agreement. The Union and Employer shall share equally the cost of printing copies of the Agreement. The Employer will post the Agreement on the agency intranet. During the first week of employment, the Human Resources Department will notify each new employee covered by the Agreement with the location of the Agreement on the Agency's intranet. Neither party may add any additional documents or information other than the specific language agreed to in collective bargaining to such copies of the Agreement.

ARTICLE 5. MANAGEMENT RIGHTS

The Employer retains solely, and exclusively, all the rights, powers, and authority that it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by an express provision of this Agreement. Without limiting the foregoing, the rights, powers, and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following:

- A. The determination or modification of the Employer's goals and objectives, including the determination or modification of the nature and scope of services to be provided, work to be performed, or the size, number, location and functions of the Employer's organizational units or other activities.
- B. The implementation of technological change, the specification, acquisition and use of equipment or other materials, including program materials.
- C. The right to establish and determine methods of operation and procedures, including the scheduling and changing of working hours, shifts and days off.
- D. The lay-off of employees.

- E. Direction of the workforce, including the right to determine job classifications, work standards, work loads, assignments, schedules of operation, to require overtime, and to assign work.
- F. The utilization and assignment of volunteers to assist the regular staff.
- G. The utilization, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement and are not eligible for any benefits.
- H. The contracting of work, for economic or operational reasons, including but not limited to the contracting with consultants and specialists, provided that the contracting of work done by bargaining unit employees is done only after holding a meet and confer session with the Union.
- I. The determination of employee qualifications.
- J. The right to select, hire, schedule, transfer, promote, demote, evaluate, discipline, suspend and terminate its employees, and maintain the discipline and efficiency of its employees.
- K. The right to determine and reward meritorious performance.
- L. The right to establish, adopt, change, combine, abolish and enforce reasonable personnel policies and rules and regulations pertaining to the safety, conduct and deportment of employees and penalties for violation thereof.
- M. The right to manage, direct and maintain the efficiency of its business and personnel; and to manage and control its departments, buildings, facilities and operations.
- N. The right to establish, adopt, create, change, combine, or abolish jobs, job descriptions, committees, travel policies, and facilities, in whole or in part.
- O. The right to increase or decrease the work force and determine the job classifications and number of employees needed.
- P. The right to determine the location and relocation of facilities.
- Q. The right to modify or eliminate any past employment practices.
- R. The right to determine employee benefit and service providers after holding a meet and confer session with the Union.

ARTICLE 6. BENEFITS DEPENDENT UPON CONTINUED STATE FUNDING

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

Should the State of California, through whatever means, reduce the amount of funds available to the Employer such that in the judgment of the Employer's Board of Directors the Employer cannot fund the economic provisions of the Agreement, the Employer may, after giving written notice to the Union, make temporary modifications to the Agreement and the parties shall immediately thereafter meet and negotiate regarding permanent modifications to this Agreement.

ARTICLE 7. HIRING, RECRUITMENT, AND SELECTION

- 7.1 Employment and Deployment of Relatives Relatives of current employees may be employed by the Employer; provided, however, that one relative may not directly or indirectly supervise another relative.

Relatives are defined as an employee's spouse, designated partner, parents, siblings, or children. If two employees become related, each shall immediately notify Human Resources and a decision on whether the employment can be continued shall be made within thirty days of such notification. An employee whose employment cannot be continued may apply for any open position for which the employee is qualified. If no geographically comparable position is available, the parties will explore whether a comparable position at a different office is available, and if not, the employee shall be subject to the layoff and recall provisions of this Agreement. Further, one relative cannot work under the same immediate supervisor as another relative; provided that this sentence shall only apply to relatives hired on or after June 19, 2003.

- 7.2 Filling of Vacancies Bargaining unit vacancies shall be posted on the intra-net and by e-mail prior to posting or advertising of said vacancies outside of TCRC and for a minimum of five (5) working days prior to the closing date for receipt of applications. Internal candidates shall be given preference over other applicants, provided that qualifications, as determined by the Employer, are equal. Among internal candidates, who are determined by the Employer to have equal qualifications, the candidate with the greatest TCRC seniority shall be given preference. Seniority shall be based upon the date of hire at TCRC. When an individual's job is reclassified, no vacancy exists and no posting is required. Where an individual's job is reclassified to a new classification, but the employee's old position will remain in existence, the old position's vacancy shall be posted.

- 7.3 New Employees New employees shall be compensated at the first step in their pay grades, unless the Employer determines that advanced or specialized education, level of experience, possession of highly developed technical skills, demonstrated achievements, or labor market competitiveness makes advanced placement necessary. The Employer shall give the Union notice and a justification for an advanced placement of any new employee. Advance placement recommendations require approval of the Human Resources Director.

- 7.4 Re-Employment After Resignation Any employee may, following voluntary resignation, apply for any position for which the employee is qualified. If the Employer in its sole discretion determines to hire the former employee, and if the hire is within one (1) year of the voluntary resignation, the employee shall begin with the same seniority, service credit and benefit accrual rate the employee had at the time of the voluntary resignation. If more

than one (1) year elapses between resignation and re-employment, the employee shall be treated as a new hire. For such a new hire, any previous TCRC service would count the same as “seniority at other California Regional Centers” for purposes of vacation accrual under Article 16.5. As provided in Article 12.3, each newly rehired employee, no matter how long the time between resignation and rehire, shall serve a probationary period of 180 days. Retirement benefit calculations and contributions for rehired employees shall comply with then-current PERS regulations.

- 7.5 Out of Classification Work The Employer may require a bargaining unit employee to assume the duties of a higher job classification without an increase in pay when necessary for vacation, sick leave, or leave of absence relief or for emergency. If such relief duty is assigned an employee for a period in excess of five (5) working days, the Employer shall, starting with the sixth (6th) day of such relief, if 50% or more of the higher level duties are performed, pay the employee in an amount at least 5% higher than the employee’s normal rate of pay, such rate to be determined by the Employer in its sole discretion.
- 7.6 Service Coordination Case Assignment When a service coordinator terminates, or goes on a leave of absence exceeding 60 calendar days, each of such service coordinator’s cases that requires significant work, (which will include, but not be limited to, IPP’s, quarterly reviews, and annual reviews) will be assigned to a currently employed service coordinator at the earliest practicable time, unless it is intended that the position will be filled (permanently or temporarily) within two weeks of the termination or start date of the leave.

ARTICLE 8. DEFINITION OF EMPLOYEES

- 8.1 Full Time Employee A full-time employee is defined as one who is regularly scheduled to work forty (40) hours per week or eighty hours in a two week period.
- 8.2 Part-Time Employee A part-time employee is defined as one who is regularly scheduled to work less than forty (40) hours per week.
- 8.3 No Guaranteed Work Week No employee shall be guaranteed any specific number of hours of work per week.
- 8.4 Intermittent, Temporary, and Casual Employees Intermittent, Temporary, and casual employees are defined as those who work on a temporary and irregular basis. Employees in this category shall not be subject to the provisions of this Agreement, except if such an employee is held over more than ninety (90) days. An employee held over more than ninety (90) days shall become a full-time or part-time employee and will complete the remainder of the Probationary Period. This provision is meant to also cover the use of successive temporary employees whose total combined employment is more than ninety (90) calendar days.

Notwithstanding the above, such employees shall also not be subject to the provisions of this Agreement, even if held over more than ninety (90) days: (a) where the employee is replacing an employee who is on leave, or (b) where the employee is used to fill an empty position, for successive ninety (90) day periods, with no limit on the number of

extensions, where such ninety (90) day extensions are approved by an office-based Union-Management Committee. The Committee shall review and approve any extension of the 90 day period based upon the following criteria: management must show it is actively recruiting to fill the position permanently; management must show it has been unable to fill the position despite efforts to do so; and the use of a temporary employee is needed to avoid interruption of needed service(s).

The Employer shall notify the Union when a temporary worker is hired as an employee. The Employer shall not utilize this section to avoid the posting requirement as defined in Section 7.2.1.

An employee who provides services to the Rainbow Resource Center on a paid basis for eight (8) hours or less per week shall not be subject to the provisions of this Agreement.

8.4.1 AARP Temporary Employees Notwithstanding the provisions of 8.4 above, TCRC may hire persons in the federally funded AARP program, or similar federally funded programs, as temporary employees for up to a maximum of 180 days and such employees shall not be subject to the provisions of this Agreement. No AARP employee shall be hired to fill a permanent position, but any permanent openings shall continue to be posted and recruited.

The Union will designate one employee at each office and TCRC will designate one member of management at each office to be part of an Ad Hoc committee to make recommendations regarding additional areas in which such AARP temporary employees may help reduce workload.

8.5 Probationary Employees

- A. Initial Probationary Period: The initial period for newly hired employees shall be 180 calendar days inclusive of the start date, excluding any time on unpaid leave of any type. Employees who are promoted into a higher level classification shall also serve a probationary period of 180 days. The initial probationary period may be extended an additional 90 days upon mutual agreement by Management and the Union. The "Initial Probationary Period" shall refer to the probationary period served by (1) newly hired employees, (2) employees promoted to a higher level classification, and (3) newly rehired employees.
- B. Rejection of Probationers: Probationary employees have the right to utilize the grievance procedure herein, (1) except that a new employee in the initial probationary period shall not have the right to utilize the grievance procedure with regard to discharge, and (2) except that a promoted employee in the initial probationary period shall not have the right to utilize the grievance procedure with regard to a decision by the Employer to remove the promoted Employee from the position to which the employee was promoted. A promoted employee who is so removed during the probationary period shall be returned to the employee's former position or to a substantially comparable position.

- C. Regular Employees: Upon successful completion of a probationary period, the employee shall receive written confirmation of regular status. The promoted probationary employee's Annual Salary Review Date shall be the date of promotion.

8.6 Service Date

- A. Anniversary Date or Service Date - An employee's Anniversary Date and Service Date shall be the same, i.e., the hire date in a regular part-time or full-time classification, including all CCSB Service. This date is used to determine TCRC seniority and benefit accrual rates. Notwithstanding the above, employees with other Regional Center seniority shall receive credit for such years of service for all benefit accrual purposes. An employee's seniority and service credit do not, unless required by law, include time on unpaid leaves of absence in excess of 50% of the month, or time on layoff.
- B. Employees Hired Before January 1, 1998 - Employees hired before January 1, 1998 shall retain their current Anniversary Date, absent unpaid leaves, notwithstanding the provisions of 8.6. A above, and 13.2(a) below.

ARTICLE 9. PERSONNEL FILES

9.1 Content and Inspection of Personnel Files

- 9.1.1. All official records of the employee's personnel history shall be maintained in the Human Resources Department. No documents of any kind relevant to job performance shall be placed in the employee's official personnel file after the date of employment without a copy being given to the employee prior to being placed into the file. Materials used in any disciplinary action involving the employee or affecting the employee's employment status shall be provided to the employee and shall be placed in the employee's official Human Resources Personnel File.
- 9.1.2. Each employee has the right to inspect the employee's own official personnel file at reasonable intervals during normal business hours, accompanied by a Union representative, if the employee desires. A Human Resources representative shall be present during file inspection. If an employee believes that material has been placed into the employee's file without the employee receiving a copy, the employee shall immediately be given a copy. All provisions of Section 9 are subject to the grievance procedure. Copies of materials and documents contained in the file shall be provided to the employee upon request. An Employee may submit a written authorization permitting the employee's Union Representative to inspect and receive copies of the employee's personnel file. Upon receipt of such an authorization, the employer shall permit the Union Representative, in accordance with the terms of this subsection, to inspect and receive copies of the employee's personnel file.
- 9.1.3. Material relating to performance or discipline shall be signed by a person who has knowledge of the facts and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by

signing the actual copy to be filed with the understanding that such signature merely signifies reading the material and does not necessarily indicate agreement with its contents.

9.1.4. Employees have the right to answer any material filed and this answer shall be attached to the file copy. Such material shall not be used exclusive of this answer.

9.1.5. Material will be removed or otherwise deleted from an employee's personnel file if the employee and Employer agree that such material is incorrect or if such material is determined to be incorrect as a result of the grievance procedure.

9.1.6. Information of a positive nature received by the Employer pertaining to the performance of an employee shall be placed into the employee's personnel file at the employee's request. The employee shall be advised of any such material received.

9.2 Release of Confidential Information All personnel information is confidential, and may only be released by a Human Resources representative upon approval by the employee or upon court-ordered subpoena. Only employee name, dates of employment, and job title shall be released or verified to outside inquirers unless the employee files a written request for additional disclosure.

ARTICLE 10. HOURS OF WORK AND OVERTIME

10.1.1 Normal Work Schedules

(a) Traditional Schedule - A Traditional Schedule is defined as a workweek of forty (40) hours composed of five (5) workdays of eight (8) hours each.

(b) Alternative Work Schedules - Alternative Work Schedules are work schedules other than a Traditional Schedule, and may include more or less than five (5) days of work per week or eight (8) hours of work per day, all paid pursuant to Section 10.2 - Overtime. Alternative Work Schedules involve an agreed upon schedule that must be followed, and such Alternative Schedules may include Saturdays, evenings, telecommuting, split shifts, and schedules such as follows:

(1) Four and One-Half Day Workweek - Four (4) nine (9) hour days and one four (4) hour day each week.

(2) A Four/Ten Schedule - Four (4) ten (10) hour days each week.

(3) 9/80 Schedule - One (1) week to include four (4) nine (9) hour days and one (1) eight (8) hour day, and the second week to include four (4) nine (9) hour days and one (1) day off.

(c) Selection of Permanent Schedules –

- (1) All Bargaining Unit employees shall work a Traditional Schedule, provided that any Bargaining Unit employee may, upon mutual consent of the employee and the immediate supervisor, based on the needs of person serveds and families served by TCRC, work an Alternative Work Schedule. As a guideline, new employees usually work a traditional 8 hour/day, 5 day/week, work schedule for the first six (6) months before they may request an alternative work schedule. The immediate supervisor shall not withhold consent to an Alternate Work Schedule because the supervisor does not approve of Alternate Work Schedules in general, but rather the supervisor must decide based on the needs of persons served and families and the supervisory needs of the employee.
- (2) Notwithstanding subparagraph (1) above, the following classifications may elect a 9–80 Schedule without the mutual consent of their supervisor: (1) Fiscal Assistants, (2) Secretary III's, (3) Service Coordinator II's, (4) Psychologists, (5) Service Coordinator I's who are already working a 9-80 Schedule as of January 1, 1998. Employees working in any new classifications created after January 1, 1998, and any other employee in any classification hired after January 1, 1998, shall work a Traditional Schedule unless a different schedule is agreed upon with the mutual consent of the immediate supervisor.
- (3) Based upon an unsatisfactory performance evaluation, the Employer may require an employee, as part of a plan of correction, to work a Traditional Schedule for at least a 90 day period. This work schedule will be reviewed as part of a 90 day performance review. Any employee found not to be working the employee's regular schedule shall be deemed per se to have engaged in unsatisfactory performance.
- (4) Upon the effective date of this Agreement, the immediate supervisor shall select the precise sequence of various days in any 9-80 Schedule, after considering the non-binding preference expressed by the employee who has selected a 9–80 Schedule
- (d) Temporary Schedule Changes - The Employer may require an employee to adjust the days or hours of the employee's schedule for a particular week upon two (2) days notice of the required change, when Tri-Counties Regional Center's business needs to be conducted outside the employee's regular schedule and the employee and the immediate supervisor have been unable mutually to agree upon an adjustment to the employee's schedule.
- (e) Permanent Schedule Changes - The Employer may make a permanent change of the precise sequence of the days in any 9–80 or Alternate Work Schedule, or an employee's start and quit times, upon two (2) weeks notice, for business purposes, when the employee and the immediate supervisor have been unable mutually to agree upon a change in the precise sequence of days in an Alternate Schedule or the start and quit times. While business needs will control schedule change decisions, the employer may take into consideration

issues of child care, elder care, and standing medical appointments, when making permanent schedule changes.

- (f) Selection of Start and Quit Times - The Employer shall determine a regular schedule of start times and quit times, after consideration of the non-binding preference of the employee, between the hours of 6:00 a.m.–7:30 p.m. with each week's start and quit times changeable upon the mutual agreement of the employee and Employer, or as provided in subsections (d) and (e) above.
- (g) Evening and Weekend Work - The Employer retains the authority to establish, change and eliminate, in its sole discretion, premium pay or differentials for employees who agree to modify their schedules to include Evening and Weekend work on a regular basis.
- (h) Future Negotiations - 9-80 Schedules may be subject to future negotiations if person served satisfaction surveys indicate that staff availability and response time to calls does not meet management expectations for excellence in service delivery.

10.1.2 Rest and Meal Period Employees shall be entitled to one fifteen (15) minute break in the morning (within the first four (4) hour of the shift) and one such break in the afternoon (within the last four (4) hours of the shift.) Breaks shall be with pay and counted as time worked. An employee may not schedule the morning and afternoon breaks so as to immediately precede or succeed the employee's lunch period, start time, or quit time.

Uninterrupted meal periods of one-half hour or one hour in duration shall not be counted as time worked, provided, however, that if a meal period is interrupted by calls to duty, the meal period shall be counted as time worked. An employee may, after supervisors approval, take a one hour lunch period as long as the employee works the regularly scheduled number of hours. The meal period must under California law begin no later than five (5) hours into the shift; except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent.

10.1.3 Start of Workday/Workweek For payroll purposes, the workday commences at 12:01 a.m. and the work week commences at 12:01 a.m. on Sunday provided however that for two week schedules the workweek shall be defined to split the 80 hours evenly.

10.2 Overtime

- A. Overtime and Payment Overtime shall be paid at time and one-half (1½) the regular rate of pay for all hours in excess of forty (40) hours in a workweek. For the purpose of computing overtime, only hours actually worked are considered.
- B. Compensatory Time Off:

All bargaining unit employees who work overtime under subsection A and who so request in writing shall, instead of overtime pay, earn compensatory time off at the legally appropriate rates (one and one-half the overtime hours worked). If an employee wishes to use compensatory time, it must be used by the end of the next pay period following the pay period in which it is earned. At the end of that period, or upon earlier request, unused compensatory time shall be paid off in cash based on the employee's regular hourly rate in effect at the time of payment, such cash payment to be made in the next paycheck.

C. Overtime on Condition of Using Compensatory Time Off

The Employer reserves the right to offer an employee the opportunity to work overtime on the condition that the employee will earn and use compensatory time off and not be paid overtime. The employee shall be required to use the compensatory time off no later than the end of the next pay period following the pay period in which the overtime is worked. In such instances the employee may decline to accept the opportunity. If, however, the employee does accept the opportunity, the employee agrees and commits (1) to earn compensatory time off, (2) to use compensatory time off in the required time frame, and (3) not to be paid for the overtime.

10.3 Advance Approval for Overtime An employee may not work overtime without the advance approval of his/her immediate supervisor, unless circumstances beyond the employee's control require such overtime and the acquisition of advance approval is not possible. When such a circumstance requires unapproved overtime the employee shall, on the next working day, inform his/her immediate supervisor in writing of:

- 1) the amount of the overtime worked; and
- 2) the nature of the circumstance beyond the employee's control.

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

10.5 Time Keeping Employees shall maintain accurate records of time worked and record that time correctly on their own electronic time records. Employees shall not enter information on another employee's time record. The employee's manager may correct an employee's time record if mistakes are found. However, the employee shall be notified of such changes, before the time record is submitted, by e-mail, voice mail, or in person.

10.6 Notice of Absence Employees shall notify their immediate supervisor, or their supervisor's designee, regarding any absence, exceptional tardiness, or sickness, within the first thirty minutes of the Employer's operating hours, absent emergency. Such notification must be made by the employee calling the supervisor at the start of the work day or the supervisor's designee, and/or notice left on the supervisor's answering machine at the start of the work day.

The Employer may ask for medical verification for an absence of four consecutive workdays or more arising from illness or injury, and where appropriate, a release to

return to work. An absent employee must meet this requirement to call in on each day of the absence unless absence has been approved for a finite period. An employee who is a no-call, no-show for three consecutive work days will be considered to have voluntarily resigned their position and separated from the organization.

If the employee becomes sick during the workday, the employee must notify the employee's supervisor or designee before the employee leaves the workplace. If the employee cannot locate the supervisor or designee, the employee may notify Human Resources. For an employee working away from the office who becomes sick, the employee shall make the same notification prior to leaving work.

- 10.7 Call-Back The Employer may require that employees work beyond their normal schedules, or return to work after completion of their normal schedules. All extended schedules shall be compensated according to law and this Agreement. Employees called back for such duty shall receive compensation equivalent to a minimum of one (1) hour or the actual time worked, whichever is greater, at the appropriate rate. A call-back occurs when an employee is required to leave home and go to a different location. Call-back mileage shall be paid from the employee's home.

ARTICLE 11. PAST PRACTICE NOT BINDING

No past practice or custom which develops or has developed shall prohibit either the Union or the Employer from enforcing all the terms and conditions of this Agreement, nor shall either party be stopped from altering any past practice to bring such practice into compliance with this Agreement.

ARTICLE 12. DISCIPLINE AND DISCHARGE

- 12.1 Post-Probationary Employees A post-probationary employee shall be disciplined or discharged only for just cause. An employee covered by this section shall have the right to appeal any disciplinary action, including discharge, in accordance with the provisions of the grievance procedure set forth in this Agreement.
- 12.2 Representation An employee who has been asked to participate in a disciplinary or investigatory interview which could lead to the discipline of said employee shall be entitled at the employee's request, to the presence of a Union staff representative or a Union Steward at such an interview. The employee and any representative who is also an employee shall suffer no loss of wages. Such interviews shall be scheduled during the employee's regularly scheduled work hours.
- 12.3 Initial Probationary Period Each newly hired, rehired and promoted employee shall serve a probationary period of 180 calendar days inclusive of the start date. The initial probationary period may be extended an additional 90 days upon mutual agreement by Management and the Union. Each probationary employee shall receive at least one written probationary progress report, but in no event later than four (4) months after assuming the new classification. Any new employee serving his/her initial probationary period may be discharged at the Employer's discretion, and such discharge shall not be subject to the grievance procedure of this Agreement.

Any promoted employee serving his/her initial probationary period may be removed from the higher level position in the Employer's discretion, and such removal from the higher level position shall not be subject to the grievance procedure of this Agreement. In the event an employee is removed from the higher level position during the probationary period, the employee shall be returned to his/her former classification or a substantially comparable position.

- 12.4 Annual Performance Evaluation The work performance of each regular employee shall, to the extent possible, be evaluated annually in writing by the immediate supervisor. The Employer agrees to meet and confer with the Union regarding the format of the evaluation form. In preparing performance evaluations, managers will take into consideration a service coordinator's caseload that exceeds the state statutory maximums, and a non-service coordinator's workload that is unusually heavy.
- 12.5 Written Warnings Prior to discharge or suspension for poor work performance, the employer shall meet with the employee and provide the employee with a written warning regarding such performance and a reasonable opportunity to improve such performance.
- 12.6 Discharge Without Prior Written Warning The Employer may immediately discharge an employee in case of performance, actions, or behavior that create a hazard or the clear possibility of a hazard to person serveds, fellow employees, or other persons, or in case of gross misconduct, dishonesty, insubordination, actions that damage the Agency's finances, unlawful harassment or other conduct, theft, or any other cause sanctioned by law.

ARTICLE 13. COMPENSATION

13.1 Wages

- (a) All employees represented by the Union shall be assigned to a salary range as shown in Appendix A, which shall list salaries and hourly rates. All employees shall be paid according to the wage scale.
- (b) Service Coordinator II Staff Employees in Pay Grade 8 are assigned to this pay grade if they do not have a Master's Degree. Upon the next annual service step increase after Pay Grade 8, Step 5, these employees are advanced 5% to Pay Grade 10, Step 3. These employees will continue in this Pay Grade to Step 6. New Service Coordinators with a Master's Degree in Social Services or related field begin employment in Pay Grade 10.
- (c) Pay For Performance

The Employer shall continue a Pay For Performance Plan whereby each bargaining unit employee shall be eligible to earn a performance-based lump sum payment, subject to the availability of funds, if certain performance criteria are met during the calendar year. The maximum lump sum payment shall be the same flat dollar amount for each employee. The complete pool of money will be distributed to the employees. The flat dollar amount received

by an employee will be adjusted based on the extent to which the employee meets the goals.

The lump sum payment shall be based upon the two Pay For Performance goals described below, half on the Department Goal and half on the Individual Goal. The goals will be identified and set each year, at or about the end of January or February. The two Pay For Performance goals are tied to the Performance Development Program. The Performance Development Program consists of the following meetings during which time the Pay For Performance goals are reviewed between each employee and his/her supervisor: (1) January/February – End of Year evaluation and Planning Session for the new calendar year, and (2) Mid-Year Status Review of Goals and Objectives.

(1) Departmental Goal

The employee meets this goal if the employee's Department achieves the identified goal for the Department. Each Department goal shall be selected by the Employer, after input from the employees in that Department. The goal shall be outcome based, on objective criteria, and tied to the strategic plan or state performance measures. Based on the extent to which Employer identified criteria for the Department goal are met, every employee in the Department will receive either zero, 50%, or 100% of the total flat amount possible for the Departmental goal.

(2) Individual Goal

An employee meets this goal if that employee meets the individual goal established for that particular employee. The Employer will first create a menu of possible goals, which shall be outcome based, on objective criteria, and may be tied to the Strategic and State Performance Plan measures. The Employee and the immediate supervisor will then jointly select two (2) goals from the menu for the Employee to attempt to meet. If the Employee and the immediate supervisor cannot agree upon the two (2) goals, the immediate supervisor shall determine them. Finally, the Employee shall select one of these two goals as the pay for performance individual goal. Based on the extent to which supervisor identified criteria for the individual goal are met, the Employee will receive either zero, 50%, or 100% of the total flat amount possible from the Individual goal.

(3) Payout

The lump sum payment shall be made within one month following the end of the fiscal year, if the established criteria are met. The employee must be actively working at the time of the Performance Bonus payment. Neither the goals the Employer selects, nor the criteria for meeting them, nor the pool of money the Employer determines is available, if any, may be grieved. An Employee may, however, grieve any instance in which funds are available,

and an Employee believes he or she has met the established criteria for that calendar year, but has not received the performance-based lump sum the employee believes has been earned.

13.2 Service Step Increases

- (a) Employees Hired After January 1, 1998 A newly hired employee shall, except as provided in Section 7.3, begin at Step 1. An employee shall be advanced to Step 2 on the employee's Anniversary Date, and shall be advanced to each remaining step thereafter on the employee's Anniversary Date, except as provided below. Step increases shall become effective on the first day of the payroll period that begins after the Anniversary Date.

The step increase shall automatically occur on the Anniversary Date unless the employee's immediate supervisor determines that the employee's performance is sufficiently unsatisfactory to require a delay in the step increase, which delay can occur only if the supervisor prepares a Performance Evaluation that provides for an overall "unsatisfactory" rating, a performance improvement plan, and a recommendation for no step increase at that time.

An employee whose step increase is delayed due to unsatisfactory work performance may grieve such decision under the grievance procedure of this Agreement.

- (b) Employees Hired before January 1, 1998 Employees hired before January 1, 1998, shall retain their current service step increase date, absent unpaid leaves, notwithstanding the provisions of 8.6 A and 13.2(a) above.

13.3 Promotions and Transfers

- (a) Regular employees who are promoted to a higher paying classification shall be placed at the nearest pay step that provides at least a five percent (5%) increase. The date of this promotion shall become the new service step increase date. Such employees due for an annual salary increase within 30 calendar days of promotion shall be placed on the next higher salary step above that step which provides at least a 5% increase.

- (b) Lateral transfers (transfers to a different position in the same pay grade) shall not affect pay status.

- 13.4 Demotions Demotion is a change to a job classification at a lower pay grade with less responsibility. This will normally result in a decrease in salary, but will not affect the seniority step increase date.

13.5 Bilingual Skills

Employees in positions designated by management as requiring the use of bilingual skills shall receive additional compensation of seventy five dollars (\$75.00) per bi-weekly pay period.

- 13.6 Pay Periods Pay periods are bi-weekly, the pay period commencing at 12:01 a.m. on Sunday and ending at 12:00 a.m. on the second Sunday following. Pay earned in a pay period shall be paid by the first Friday immediately following the end of the pay period.

Requests for salary advances shall be honored only under unusual or emergency circumstances. Written requests for salary advances shall be submitted to the Human Resources Director for approval.

- 13.7 Payment Upon Termination The Employer at termination shall pay all unpaid wages, vested but unused vacation and other benefits elsewhere required to be payable at termination. Checks for discharged employees shall be available upon discharge. Checks for employees who resign shall be paid within 72 hours of receipt of notice of resignation, or at termination, whichever is later.

- 13.8 On Call The Employer will not require bargaining unit staff to perform On Call beeper duty.

- 13.9 Information Systems Support Associates Employees designated to serve as Information Systems Support Associates, as defined in the written Side Letter dated June 30, 1998, signed by the parties, shall receive additional compensation of \$50.00 for each bi-weekly pay period during which they serve.

- 13.10 Staff Trainer Stipend The Employer shall have the authority to permit employees with particular expertise in an area beneficial to other employees to present formal class presentations as a Staff Trainer. For each formal class presentation, (excluding preparation time), the staff trainer shall be paid, in addition to the employee's normal hourly rate, \$50 for the first hour and \$25 for each additional hour or \$12.50 for each half hour increment thereafter. For example:

1. One hour class - \$50
2. Two hour class - \$75
3. Three hour class - \$100
4. Six hour class - \$175
5. Three and One-half hour class - \$112.50
6. Nine hour class (over 2 days) - \$250

The presentation of the class and any preparation for it shall be done during normal working hours and overtime may not be incurred. Employees who choose to accept a Staff Trainer opportunity will have such contributions considered in their performance evaluation. Selection of trainers and requirements for keeping up with the trainers' primary job duties will be similar to the current ISSA requirements. A joint management/union team will complete a written job duty statement for distribution to all staff.

ARTICLE 14. INSURANCE BENEFITS

- 14.1 Eligibility Programs shall apply to all regular, full-time employees, and to those part-time employees working a qualifying number of hours per week, as specified in the individual benefit descriptions. Benefits and benefit costs shall be pro-rated according to the employee's schedule (fifty percent schedule = fifty percent of normal agency contribution), except as otherwise stated below.
- 14.2 Health Insurance The Employer agrees to contribute a dollar amount equal to the following amounts for full-time employees for purposes of health insurance, and to contribute pro rata amounts for part-time employees regularly scheduled to work 20 or more hours per week:
- a. Employee Only Coverage – Effective January 1, 2006, the Employer will switch to the reduced cost Aetna HMO. The Employer agrees to contribute an amount equal to one hundred percent (100%) of the least expensive HMO cost for employee only coverage. For any employee plan costing more than the cost of the least expensive HMO plan, the employee pays the difference. If, however, a HMO plan is not available as an option for an employee, the Employer agrees to contribute, for that employee only, an amount equal to one hundred percent (100%) of the cost of the plan that is next more expensive than the HMO plan for employee-only coverage, this amount not to exceed the cost of the PPO plan.
 - b. Employee Plus One Dependent – The Employer agrees to contribute an amount equal to seventy-five percent (75%) of the cost of the least expensive HMO rate for employee plus one dependent coverage. The employee pays the remaining cost of the employee plus one dependent coverage that the employee has selected over and above the seventy five percent (75%) of the cost of the least expensive HMO plan. If, however, a HMO plan is not available as an option for an employee, the Employer agrees to contribute, for that employee only, an amount equal to seventy five percent (75%) of the cost of the plan that is next more expensive than the HMO plan for employee plus one dependant coverage, this amount not to exceed the cost of the PPO plan.
 - c. Family Coverage – The Employer agrees to contribute an amount equal to seventy five percent (75%) of the cost of the least expensive HMO family coverage. The employee pays the remaining cost of family coverage that the employee has selected over and above the seventy five percent (75%) of the cost of the least expensive HMO plan. If, however, a HMO plan is not available as an option for an employee, the Employer agrees to contribute, for that employee only, an amount equal to seventy five percent (75%) of the cost of the plan that is next more expensive than the HMO plan for family coverage, this amount not to exceed the cost of the PPO plan.

Increases after January 1, 2010:

- d. For increases in years after January 1, 2010, the Employer will pay any increase in the least expensive HMO plan up to twelve percent (12%), with the employee paying for the amount of any increase that exceeds the twelve (12%) level.

- e. Reopeners – If the increase in costs for any year is fifteen percent (15%) or higher, either party may, by serving written notice upon the other, require reopener negotiations for the sole and exclusive purpose of addressing ways in which to decrease the cost of the health insurance. Neither party may use the reopener negotiations to seek to reallocate the respective shares of payment.
- f. Employer Selection of Plans – With regard to the least expensive HMO plan, the Employer retains the right in its sole discretion to change insurance plans, or to self-insure, so long as the new plan, as a whole, provides the same (or better) level of coverage. With all more expensive plans the Employer makes available, the Employer may switch plans, or self-insure, in its sole discretion, in an attempt to seek the most attractive plan, without any need to provide the same (or better) coverage.

The Parties agree that the cafeteria plan (“Choice Account”) maximum will be \$2500 for the Health Expense Reimbursement account.

The Parties further agree that Dependent coverage in this Section 14.2 shall include dependent coverage for Domestic Partners and their children. Domestic Partners shall be defined in accordance with the California legislation known as A.B. 26. The filing and other requirements of A.B. 26 must be followed for a person to qualify as a Domestic Partner for purposes of this Agreement.

- g. Pay in Lieu of Insurance – An employee who elects not to be covered by the Employer’s health insurance will receive \$46.16 per bi-weekly pay period, which the employee may designate as wages or an increased employee contribution to the employee’s TSA.

- 14.3 Dental Insurance The Employer shall provide dental insurance coverage for employees regularly scheduled to work 20 hours or more a week, effective on the first day of the month following completion of the initial 180 day probationary period, assuming they are no longer on temporary status. The Employer shall pay one-hundred percent of the premium for full-time employees and their dependents, and a pro-rated amount for part-time employees and their dependents. The Employer retains the right in its sole discretion to change insurance plans, or to self-insure, so long as the new plan provides the same (or better) level of coverage.

An employee who elects not to be covered shall receive \$4.62 per bi-weekly pay period which the employee may designate as wages or an increased Employee contribution to the employee’s TSA.

- 14.4 Life Insurance The Employer shall pay the full cost of group life insurance for regular, full-time employees, in the amount of \$10,000 , and a pro-rated amount for eligible part-time employees, regularly scheduled to work 20 hours or more a week, as of the first day of the month after the completion of the initial 180 day probationary period, assuming they are no longer on temporary status. The Employer retains the right to change insurance plans, or to self-insure, in its sole discretion, provided that the benefits remain the same (or better).

14.5 Long term Disability Insurance The Employer shall pay the full cost of long term disability insurance and accidental death and dismemberment insurance (AD&D) for all employees regularly scheduled to work twenty hours or more per week as of the first day of the month following the completion of the initial 180 day probationary period, assuming they are no longer on temporary status. Employees working less than fifty percent (50%) time are not eligible for this program. Employees regularly scheduled to work less than full-time but 20 or more hours per week shall receive a pro-rated benefit. The Employer retains the right to change insurance plans, or to self-insure, in its sole discretion, provided that the benefits remain the same (or better).

14.6 Retirement Benefits

A. Tax Sheltered Arrangement (403 (B) Option) The Employer will provide a Tax Sheltered Arrangement (403(B) option) for use by eligible employees.

B. Employer/Employee Funded Plan (CalPERS) –

1. Employees Hired Prior to January 1, 2006

The Employer shall continue to provide, for all employees hired prior to January 1, 2006, under its contract with PERS, the 3% @ 60 pension benefit. For calendar year 2006, all employees hired prior to January 1, 2006, will pay an employee contribution of 4%. Beginning January 1, 2007, such employees will pay an employee contribution of 5%.

2. Employees Hired On or After January 1, 2006

For all employees hired on or after January 1, 2006, the Employer shall provide, under its contract with PERS, a 2% @ 60 pension benefit, with no military service credit, with no prior service buy-backs, using the PERS three-year average compensation methodology, and with no PERS credit for unused sick leave. For calendar year 2006, all employees hired on or after January 1, 2006, will pay an employee contribution of 5%.

3. Future Contributions

In subsequent years, the Employer may increase or decrease the contributions by employees by a maximum of 1% each fiscal year. Such increases or decreases, if any, shall be implemented, at the Employer's discretion, after the parties meet and confer on the issue. In no year shall employees contribute less than 2% or more than 8%.

The Employee contribution is immediately vested in the employee's name. In subsequent years, TCRC's contribution towards the employee portion may further decrease or increase by a maximum of 1% each year, corresponding to increases or decreases in the employee's contributions. In addition, so long as the Employer participates in PERS, the Employer shall make additional contributions to the Employer's portion of the plan, subject to PERS annual funding requirements.

4. Additional Provisions

Payment to PERS by the Employer, to reduce unfunded liability, shall take priority over making a Pay For Performance lump sum payment when apportioning the year end contingency funds.

The Employer retains the right to replace the current plan with a different retirement or pension plan, in its sole discretion, provided the same (or better) benefit is provided.

C. Tax Sheltered 457 Plans - The employer provides two additional tax sheltered plans, a PERS 457 Plan, and a Fidelity 457 Plan. An employee may participate in both a 403(b) plan and one 457 (b) Plan for double the tax sheltered amount according to IRS regulations. See Human Resources for details. If required for business purposes, TCRC may discontinue either plan at any time.

D. US Treasury Bonds - US Series I Bonds or E Bonds may be purchased through payroll deduction. See Human Resources for more details. If required for business purposes, TCRC may discontinue this benefit at any time.

ARTICLE 15. HOLIDAYS

15.1 Holidays Observed Employees covered by this Agreement shall observe the following paid holidays:

New Year's Day	Veteran's Day
M.L. King, Jr., Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas
Labor Day	

Holidays falling on a Saturday shall be observed on the previous Friday. Holidays falling on a Sunday shall be observed on the following Monday. A Holiday Schedule for the coming year will be e-mailed to all staff as soon as the State of California releases its annual holiday schedule.

15.2 Personal Holidays

(a) Regular Status Employees Regular, full-time status employees shall be given two personal holidays per year, to be scheduled at the mutual convenience of the Employer and the employee. Regular status employees are credited with two personal holidays as of January first of each year. Holidays are 8 hours for full-time staff, pro-rated for part-time staff who work 20 hours or more. Personal holidays may not be carried over into the next calendar year and are not paid at the time of separation. Holidays not used in a timely fashion shall be forfeited. Personal holidays must be used in full day increments. Any unused Personal Holidays will be paid out in full at time of termination.

- (b) There is a two day maximum cap on employees' Personal Holiday Accounts. If as of December 31st each year there are unused Personal Holiday(s) remaining in employees' accounts, the Personal Holiday(s) will not be carried over to the next year.
- (c) Newly Hired Employees Employees hired during the first six (6) months of the calendar year will be credited with one (1) personal holiday for use immediately upon hire, and shall be eligible for one (1) personal holiday for use in the second six (6) months of the calendar year.

Employees hired during the second six (6) months of the calendar year will be credited with one (1) personal holiday for use immediately upon hire, and shall be eligible for two (2) personal holidays as of January first of the following year.

- 15.3 Holiday Pay Regular Status Employees shall be paid eight (8) hours for each approved Holiday. Employees scheduled to work on a Holiday shall be paid straight time for actual hours worked in addition to their normal holiday benefit.

Full time employees shall be paid eight hours per holiday, and part-time employees shall be paid a pro-rated number of hours. Part-time schedules shall be adjusted during the holiday week to accommodate this policy. Employees must be on paid employment status on both the day before and the day after the holiday to be eligible for holiday pay. Holidays which fall during an employee's vacation shall be paid as holiday pay. Holidays which fall during an employee's short term illness (less than 5 days) are not paid as holiday pay. While an employee can be on sick leave either the day before or the day after the holiday and still receive holiday pay, an employee on paid or unpaid short term sick leave both the day before and the day after a holiday will not receive holiday pay. Holidays shall not be payable upon termination. Paid holiday time off does not count as hours worked.

ARTICLE 16. VACATION

16.1 Vacation Accrual

Agency employees shall be eligible for vacation accrual based on length of service and hours worked. Regular and probationary employees who are regularly scheduled to work twenty or more hours per week or 40 hours per pay period, earn vacation credit. New employees earn vacation credit during probation, but may not use vacation until successful completion of probation. Regular employees may, after supervisor approval, in advance, absent extenuating circumstances, use vacation as soon as it is earned and posted. Vacation pay cannot be advanced. Negative vacation balances are not allowed. If a negative vacation balance is discovered for any reason, the employee will not be approved further vacation until the vacation balance becomes positive. The employee and manager are responsible for managing vacation balances. Individuals on temporary status through a Temporary agency are not eligible to accrue any TCRC benefits. Vacation for full-time employees shall be accrued according to the following schedule:

<u>Years of Service</u>	<u>Hours Accrued Bi-Weekly/Annual</u>	<u>Maximum Accrual (After Which Future Accrual Ceases)</u>
0–1 yr. (0–12 mths.)	3.08 / 80	N/A
2–4 yrs. (13–48 mths.)	4.62 / 120	240 hours
5+ yrs. (49+ mths.)	6.16 / 160	240 hours

Vacation for part-time employees shall be accrued at a rate equivalent to the employee’s proportion of full-time employment. Full hours shall be accrued for full pay periods worked, and partial hours for partial pay periods worked. Employees are responsible for observing maximum accrual levels and scheduling vacation accordingly. An employee who exceeds the maximum accrual level shall reduce his/her balance below the prescribed level, or shall be unable to accrue any additional hours above the maximum accrual rate until the vacation balance is so reduced. The maximum accrual limit shall be waived and extended when the employee’s supervisor has denied an employee request to utilize earned vacation due to the business needs of the Employer.

16.2 Vacation Approval Vacation requests shall be approved by supervisors, in advance, absent extenuating circumstances, with denials of requests to be based solely on the business needs of the Employer and seniority within the departments. Vacation may be taken in minimum increments of one-half hour. Upon termination of employment, unused but accrued vacation shall be paid in a lump sum.

Except where an absence is paid for by a benefit described elsewhere, an employee who wishes to have an absence paid must request use of vacation benefits.

16.3 Holidays During Vacation When a holiday falls within an employee’s scheduled vacation, that holiday shall be paid as a holiday, not as vacation. If mutually agreed by the employee and the Employer, an employee may be paid in lieu of vacation.

16.4 Vacation Retention An employee retains all vacation hours accrued and unused at the time the Agreement becomes effective, which remain available for use by the employee.

16.5 Other Regional Center Service For vacation purposes, as in the past, seniority at other California Regional Centers shall count towards years of service.

16.6 Vacation Cash-Out Employees with more than forty (40) hours of earned but unused vacation time may request, in writing, not more than one time per fiscal year, to cash out any earned but unused vacation in excess of forty (40) hours, not to exceed a maximum request of eighty (80) hours to be cashed out. The Employer may, in its sole discretion, grant or deny such a request based upon the availability of funds. If approved, the payout will occur as soon as possible, but no later than the normal paycheck for the pay period immediately following the pay period in which date of the approval occurs.

ARTICLE 17. SICK LEAVE

17.1 Accrual The Employer shall provide regular and probationary employees with sick leave time which allows accrual of sick leave paid time-off for use as set forth in 17.2 below. Regular and probationary employees shall accrue up to eight hours (twenty percent of their weekly schedule) of sick leave per full month worked. Partial months worked shall entitle employees to pro-rata accumulation of sick leave. Four hundred (400) hours is the maximum amount of sick leave that may be accumulated. No future sick leave shall accrue until the sick leave is used and falls beneath the 400 hour cap. Sick pay cannot be advanced. Negative sick leave balances are not allowed. If a negative sick balance is discovered for any reason, the employee will not be approved further paid sick leave until the balance becomes positive. The employee and manager are responsible for managing sick leave balances.

17.2 Sick Leave Use Sick leave may be used in minimum increments of one-half hour for personal or family illness, or personal or family medical or dental appointments. Medical and dental care appointments require advance notice to and approval by the employee's supervisor.

For the purpose of this provision, "family" is defined as the employee's spouse, designated partner, parent or child.

The names of the employee's family members must be in the employee's confidential personnel file maintained by Human Resources for this benefit to be applicable to those family members. When missing work for sickness or seeking to use sick leave, an employee is required to follow the procedures set forth in Article 10.6 for calling in about the absence. Article 10.6 requires an employee to provide notification within the first thirty (30) minutes of the Employer's operating hours by calling the supervisor or the supervisor's designee at the start of the work day, and/or notice left on the supervisor's answering machine.

17.3 Sick Leave Accumulated and Unused An employee retains all sick leave accumulated and unused as of the date of this Agreement, even if the sick leave exceeds the 400 hour cap, and such sick leave remains available for use by the employee.

17.4 Illness During Leave If an employee is absent from work on a pre-arranged approved basis, for example, for purposes of vacation, holiday, bereavement leave, civil leave, or any other approved leave, any illness that occurs during such absence must be reported in accordance with the provisions of Section 10.6, above, in order for the employee to utilize sick leave for such a day. If the employee fails to provide the notice of absence on each day of the illness, unless the absence due to illness has been approved for a finite period, as required by Section 10.6, it will be presumed that the absence from work is for the other pre-arranged reason and sick leave cannot be utilized for such a day.

17.5 Sick Leave Pay Out at Termination An employee who voluntarily resigns shall be paid one-fourth (1/4) of the employee's accrued but unused sick leave, either (1) upon receipt of an employee's notice or other confirmation of resignation, or (2) at a point 30 days

before the effective date of the resignation, whichever is closer to the effective date of the resignation.

The reduction of the sick leave balance to zero is triggered automatically by the above two dates, and the actual payment of one-fourth (1/4) of the employee's accrued but unused sick leave will be made as soon as possible, but in no event later than the normal check received at the end of the pay period after the pay period in which the reduction is triggered.

An employee covered by the 3% @ 60 pension benefit may, at the time notice or other confirmation of resignation is given, choose to convert the earned but unused sick time to PERS service credit, but payroll must be notified in writing along with the termination notice and the sick leave balance will be reported to PERS at the time of termination. The conversion formula is as follows: .004 years = one 8 hour day. For example, 200 hours of sick leave/8 hours = 25 days, 25 days X .004 = .1 year of PERS service credit. To receive sick leave credit, the retirement date must be within 120 days of the separation from employment.

After the initial reduction of the sick leave balance to zero, normal accrual of sick leave will continue until the termination date. Upon termination, one fourth (1/4) of any earned but unused sick time will be paid out with the final check, or such earned but unused sick time may be converted to PERS service credit according to the PERS conversion schedule.

ARTICLE 18. BEREAVEMENT LEAVE

Bereavement leave with pay shall be granted in the event of the death of an employee's spouse, designated partner, child, parent, grandparent, sibling, or grandchild. Also included is the child, parent, grandparent, sibling, or grandchild of an employee's spouse or designated partner, and one (1) close relative residing with the employee in the employee's residence. To be eligible for the benefit for the death of any such close relative residing in the employee's residence, such person's name shall be recorded with the Human Resources Department prior to the death of the close relative. Up to thirty-two (32) hours of paid bereavement leave shall be granted for full time employees. Part-time employees will receive a pro-rated amount of bereavement leave.

If additional time is necessary, the employee may request an unpaid leave, personal holiday, or vacation, with supervisor approval, to extend the leave period.

If the use of 32 hours Bereavement Leave does not result in four (4) full days of absence, the Employer will approve use of accumulated vacation, personal holiday or unpaid leave to insure at least a four (4) day absence.

The names of the employee's family members must be in the employee's confidential personnel file maintained by Human Resources for this benefit to be applicable to those family members.

ARTICLE 19. CIVIC LEAVES

Civic service leave may be used in minimum increments of one-half hour.

- 19.1 Jury Duty Employees who have completed the probationary period and who are required to serve jury duty shall be paid their full salary, less court compensation, for a maximum of seven (7) workdays of jury duty, provided that the Human Resources Department has received a copy of the jury summons before the leave is taken and further provided the employee shows proof of court attendance and the amount of pay received. Employees are required to report for work on work days if dismissed from jury duty for any part of the workday.
- 19.2 Military Leave Employees will be granted absence without pay to perform military duties for the period of time in which reemployment is protected by law, and under the conditions set out in applicable law.
- 19.3 Voting Employees will be granted up to two (2) hours of time off with pay at the beginning or the end of their work hours if they can demonstrate that they cannot otherwise vote.

ARTICLE 20. LEAVES OF ABSENCE

20.1 General The rules governing leaves of absence are:

- (a) Leaves under 20.3(c) and (d) only may be taken in one block, or broken up and used intermittently during a (12) month period.
- (b) All employees shall be eligible for pregnancy disability leave in accordance with California law. For any other type of leave of absence, only employees who have completed initial employment probation shall be eligible to apply. Applications must be made in writing and filed with the employee's supervisor as long in advance of the leave as possible, but in no case later than the date the leave is to begin, absent emergencies. Approval for leaves of absence shall be granted by the Human Resources Department based upon recommendations from the supervisor.
- (c) Employees approved for leave of absence shall be eligible for a maximum of five calendar months of absence, with return rights. Employees with five or more years of service may apply for additional leave time, up to a total of one year of absence. The granting of additional leave shall be at the sole discretion of the Executive Director or his/her representative. Employees will not be granted return rights beyond the initial five months of leave.

The return rights program states that participating employees are guaranteed return to a comparable position at the same location and at the current salary for that position at the conclusion of the approved leave. Those approved for leave beyond the return right program will be considered for the first open position within a comparable classification in which they meet the qualifications. If no position is available at the close of the leave, that employee shall be terminated and placed on a preferential hiring list in accordance with Section 26.5 of this Agreement.

- (d) Leaves of absence shall be granted without pay. Employees shall have the option to use and the Employer may require employees to use their accumulated vacation, sick leave, compensatory time or personal holiday during a leave of absence.
- (e) Employees on leave of absence shall accrue benefits during the period in which they receive payment of any accumulated benefits, such as vacation, sick time, compensatory time or personal holidays. An employee not receiving payment of accumulated benefits shall not accrue benefits. Employees who are not receiving payment, either by choice or by having exhausted their accrued benefits, shall have the option to continue their discretionary benefits at their own expense. TCRC shall resume payments on the first day of the month after an employee's return to work for at least twenty hours per week. Employees who voluntarily discontinue payment of accumulated benefits shall not be able to recommence payment during the same leave of absence.
- (f) A leave of absence shall have the effect of suspending the accrual of service credit for all months in which the employee works for less than fifty percent of the month.
- (g) Employees must return to work on the first working day following expiration of the leave, or be considered to have voluntarily resigned. Employees requesting an extension of leave must contact the Human Resources Department in writing two weeks in advance of the expiration of the leave (or as long in advance as possible) to request the extension. Employees returning from a medical leave or illness leave must present a medical release and statement of fitness for duty.
- (h) The Employer shall abide by the minimum requirements of the California Family Rights Act as amended and reconciled with the Federal Family and Medical Leave Act of 1993.

Employees should refer to the actual terms of the California Family Rights Act and the Federal Family and Medical Leave Act of 1993 for additional rights and rules.

- (i) An employee shall receive written confirmation of his or her leave request and approval, including the beginning and ending dates of the leave, and the employee's return rights. Any right of the employee to request an extension of the leave shall be indicated. The employee shall be informed in writing that the employee is to contact the Human Resources Department during the leave period if the employee finds it necessary to do so, such as to request an early return or an extension.
- (j) The Employer shall contact an employee in writing 15 days prior to the employee's return date, requesting that the employee contact the designated manager about the employee's plans to return on the expected date or to request an extension of the leave.

Employees may apply for the following leaves of absence:

- 20.2 Pregnancy Disability Leave An employee, in accordance with California law, shall be entitled to a reasonable Pregnancy Disability Leave up to a maximum of 4 months to the extent the employee provides medical certification of the disability arising from pregnancy. There is no length of service requirement before an employee disabled by pregnancy is entitled to take a pregnancy disability leave.

Time on pregnancy disability leave can be taken in addition to the 12 weeks family leave benefit described in 20.3, if the employee qualifies for both leaves.

- 20.3 Family and Medical Leaves A leave of absence, in accordance with the requirements of the California and Federal family leave laws, shall be provided to an employee in connection with: (a) the birth of a child of an employee; (b) the placement of a child with the employee for adoption or foster care; (c) to care for the employee's spouse, designated partner, child, or parent who has a serious health condition; or (d) because of a serious health condition that prevents the employee from performing the functions of his or her position.

Each employee is eligible for a maximum of 12 weeks of such leave per year, to the extent the employee meets the legal requirements for such a leave, including the requirement that an employee must have worked for the Employer at least 1250 hours in the year preceding the leave request. In accordance with applicable law, during a leave under Section 20.3 the employee's health insurance benefits shall be continued for a maximum of 12 weeks per year under the same conditions as if the employee were working.

- 20.4 Medical Leave An employee who is ineligible for or has exhausted pregnancy or family leave under 20.2 and 20.3, may be granted a medical leave of absence upon receipt of a physician's statement to confirm the medical need for the leave, up to a maximum of five (5) months. Any leave taken under 20.2, 20.3 or 20.4 for the same medical purpose shall count toward the five (5) month maximum limit. The five (5) month limit shall be for each medical absence, not per year. An employee who receives a medical release to return to work, and who actually returns to work within the five month maximum, may thereafter seek a separate leave for any subsequent medical need confirmed by a physician's statement.

An employee who has exhausted California pregnancy disability leave under 20.2 may be granted an additional 12 weeks of Family and Medical Leave under 20.3, to the extent the employee qualifies, up to a combined maximum of approximately seven (7) months.

- 20.5 Paid Family Leave

A. Paid Family Leave

The Paid Family Leave law (PFL) was created for working employees to offer compensation from a Minimum of \$50 to a maximum of \$840 per week for to six weeks during a 12 month period. The time off work must be needed to care for up an

immediate family member or bonding with a new child. Immediate family member is defined by the PFL law as the employee's parent, child, spouse, or domestic partner who is seriously ill. To qualify for Paid Family Leave compensation, the employee must meet the following basic requirements:

- Be covered by State Disability Insurance (SDI) and have earned at least \$300 from which deductions were withheld
- Complete the claim forms in a timely manner
- Supply medical information that supports your claim that the care recipient is in need of your care
- Provide documentation to support a claim for bonding with a new child
- Serve a 7-day unpaid waiting period before benefits begin, during which time the employee must use accrued vacation if available.

Employees eligible for Paid Family Leave (PFL) benefits may apply with the State of California as soon as possible, but must apply if the absence exceeds ten (10) working days. Employees receiving PFL benefits may integrate available sick leave and vacation to supplement their PFL benefits up to 100% of their normal take-home gross salary.

Employees participating in this program are solely responsible for understanding the tax consequences of receiving PFL benefits.

For more details please contact the Human Resources Department.

20.6 State Disability Insurance (SDI)

1. All employees eligible for SDI benefits may use their accrued sick leave to supplement their SDI benefits so that the sum of the SDI benefits and sick leave used equals their normal take-home salary.
2. Employees eligible for SDI benefits may apply with the State of California for approval as soon as possible, but must apply if the absence exceeds ten (10) working days. Current eligibility begins on the eighth consecutive calendar day of an extended illness or injury.
3. When an employee has used all available accrued sick leave, the employee may use any available vacation to supplement their SDI benefits, so that the sum of SDI benefits and sick time or vacation used, equals the employee's normal take-home salary.

20.7 Industrial Injury or Illness Leave Industrial Injury/Illness leaves shall be granted as required by law.

20.8 Personal Leaves The Employer may grant an unpaid personal leave of up to thirty (30) calendar days to an employee with one (1) or more years of TCRC service. Such requests shall not unreasonably be denied.

20.9 Catastrophic Illness and Injury Leave Donation

(a) An employee who meets the following qualifications may submit a request to Human Resources seeking vacation or personal holiday donations from other employees:

1. The employee has exhausted all sick leave, vacation and personal holidays.
2. The employee is on a medical or family leave of absence, or extended jury duty, that has exceeded, or will inevitably exceed 15 working days, which 15 days need not be consecutive, but must relate to the same illness or jury service.
3. The employee agrees to submit claims for state disability insurance and TCRC's long term disability insurance and to use such funds, if any, either before the use of any donations under this section, or integrated with donations under this section.

(b) Human Resources will notify all staff of the name of the requesting employee when an employee files a valid request that meets the qualifications set forth in subsection a. above. Any employee who has accrued but unused vacation or personal holidays may contact Human Resources and volunteer to donate a specific amount of such unused vacation or personal holidays, in no less than eight (8) hour increments, under the following conditions:

1. The dollar value of the donation, minus all legally required withholdings, will be paid to the employee making the valid request, as a gift from the donating employee to the employee on the Catastrophic Leave.
2. The payment shall be made by integrating the amount donated with any state disability or long term disability or other amounts being received, or in installments, such that the employee receives the employee's normal income per pay period until the donated amount is exhausted.
3. More than one employee may donate to a single employee with a valid request.
4. A donating employee may have his or her name identified with the gift, or may choose to make the donation anonymously, although Human Resources must of course know the name of the donor to process the donation.

5. Donations are irrevocable, and if any donated amount remains at the end of the recipient's catastrophic leave, such amount shall remain available for the sole use of the recipient.

ARTICLE 21. JOB DESCRIPTIONS

Each employee shall receive a copy of his or her job description. New or revised job descriptions shall be made available to the affected employees and to the Union as soon as possible.

ARTICLE 22. CONTRACTING OUT

The Employer may subcontract work for operational or economic reasons, including but not limited to contracting with consultants and specialists, provided however that the contracting of work done by bargaining unit employees shall be only after holding a meet and confer session with the Union.

ARTICLE 23. TRAINING AND DEVELOPMENT

Where professional skills and knowledge directly relevant to the employee's current position would be developed, the Employer in its sole discretion may provide paid time off and possible course fee payment, for post-probationary employees.

For training provided by the Employer, employees will be paid for time in training as hours worked.

ARTICLE 24. USE OF MOTOR VEHICLE

- 24.1 **Personal Motor Vehicle** When an employee uses the employee's personal motor vehicle for Employer requested or approved travel, the employee shall be reimbursed, beginning January 1, 2010, at the rate of \$.505 (fifty and one-half cents) per mile or IRS rate, whichever is less, to the extent the travel is in excess of the employee's normal mileage to and from the employee's assigned office. For such excess travel, the employee shall be reimbursed for parking lot fees and tolls upon presentation of receipts. Employees shall not transport persons served or their families in the Employee's own vehicle.
- 24.2 **Rental Cars** An employee may not decline to use a rental car if so directed by the Employer and shall not use a rental car without prior employer approval. The Employer pays the rental car expense directly, and the Employer shall reimburse an employee for gas, parking lot, or toll expenses paid by the employee, upon inclusion of receipts with monthly travel expense claims.
- 24.3 **Driving Qualifications** An employee, or the employee's driver, required to drive for business purposes, must have and maintain a valid California Drivers License and an acceptable driving record. The Employer, at its own expense, may periodically monitor the existence of a valid Drivers License and the DMV driving record of the employee in order to ensure that the driving record is acceptable. This driving record information will only be divulged to persons with a need to know. The employee, or the employee's driver, upon request must annually furnish proof of liability insurance coverage that meets the California Financial Responsibility Law minimum.

ARTICLE 25. INJURY AND ILLNESS PREVENTION

The Union and the Employer consider that injury and illness prevention shall be a primary importance in all phases of operation and administration. The Employer shall make best efforts to provide for safe and healthy working conditions for employees.

The prevention of injuries and illness is an objective affecting all levels of the organization and its activities. It is therefore, a basic requirement that each supervisor make the safety and health of employees an integral part of his/her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Employees are expected to assist the Employer in injury and illness prevention activities. Unsafe conditions must be reported as soon as possible to the employee's immediate supervisor. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

Any injury that occurs on the job must be reported to the employee's supervisor and the Human Resources Department as soon as possible. Except in an emergency, no employee should leave work without reporting an injury that occurred.

The employer recognizes that providing employees with prompt quality medical treatment is the quickest way to recovery. Therefore, according to the California Work Comp Reform Act, employees suffering a work injury will be sent to an Occupational Medicine Clinic with certified Occupational Medicine Physicians. Locations of these Clinics are posted in each office, or contact the Human Resources Department for locations nearest you.

Care by a Licensed Occupational Medical Clinic may be waived only if the Human Resource Department has a Physician Pre-designation form on file prior to the employee's work injury. These Forms are provided at time of hire to all employees, and anytime an employee requests one from the Human Resources Department. Regardless of whether a Physician Pre-designation Form is on file, generally 30 days after the injury is reported, you may switch to a physician of your choice who agrees to treat you for a workers compensation injury.

ARTICLE 26. LAYOFF OR REDUCTION IN FORCE

26.1 Layoff A layoff is defined as an involuntary termination arising from lack of work, lack of funds, or an Employer decision to operate with fewer employees or positions.

26.2 Seniority/Order of Layoff

- (a) Whenever layoffs in a particular classification are required, the order of layoff shall be by TCRC seniority in that classification with the least senior employee laid off First; provided, however that the Employer may layoff a more senior employee to retain a less senior employee who possesses special bilingual skills or licensure where such is relevant to the duties of the classification.

Where two (2) or more employees subject to layoff have equal seniority layoff shall be determined by lot.

(b) Displacement Rights

- A. An employee who would otherwise be laid off under this section, but who has more TCRC seniority, may elect to displace the least senior bargaining unit employee:
 - (i) in a substantially similar classification; or
 - (ii) in a lower classification previously held; or
 - (iii) in a classification substantially similar to a lower classification previously held at the same location, or at a different location, provided that the employee meets the minimum requirements for the position and has the skill and ability to perform the job, unless the least senior employee possesses a special bilingual skill or licensure where such is relevant to the duties of the classification.
- B. If the displaced employee is unable to displace the least senior employee, he or she may continue up the seniority list until he or she is able to displace a junior employee, subject to the requirements of paragraph (A) above.
- C. Any employee displaced in the foregoing bumping process may exercise the same bumping rights described above. If such an employee is unable to displace another employee as a result of the bumping process, he or she shall be placed on layoff status.
- D. In no event may an employee displace an employee in a higher paying classification.

26.3 Notice of Layoff Absent an emergency need to implement layoffs, the Employer shall provide employees with two (2) weeks notice of layoff. In the event less than two (2) weeks notice is provided, pay in lieu of notice shall be given. After determination by the Employer of the need to lay off or involuntarily reduce the hours of work, the Union will be notified in writing.

26.4 Open Position An employee who is laid off may apply for any open position for which the employee is qualified.

26.5 Recall After Layoff

- (a) Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If within the twelve (12) months period the Employer hires for a classification from which layoff occurred, the Employer shall recall employees who meet the minimum qualifications for the classification in inverse order of layoff in that classification or a substantially similar classification. In the event an employee who possesses special bilingual skills or licensure vacates a position in a classification from which layoff occurred,

the Employer may recall a less senior employee, before a more senior employee, if the less senior employee possesses special bilingual skills or licensure relevant to the duties of the classification. A laid off employee may not be recalled into a classification with a higher rate of pay than the classification from which the employee was laid off.

- (b) If a laid off employee is recalled within twelve (12) months, the employee shall return with the same seniority, service credit and benefit accrual rate the employee had at the time of layoffs excluding the period of layoff. An employee returning to the same classification shall be paid at the step required by the employee's seniority and an employee recalled to a lower classification shall be paid at the step of the lower classification required by the employee's seniority. Accrued but unused vacation and compensatory time shall be paid in full at the time of layoff. An employee who has sick leave accrued but unused prior to the time of layoff shall have the option of either (a) having the sick leave paid out in cash at 25% of its total value at the time of the layoff, or (b) choosing to have the sick leave remain on the books such that it could be reinstated upon the employee's return to work, if the return to work occurs within one year. If the employee chooses to have the sick leave remain on the books and does not return to work in the next year, the sick leave will be lost. The employee shall have two weeks from notification of layoff to provide the Employer with written notice of the employee's choice. If no timely notice is provided, the Employer will pay out the sick leave at 25%. To have the cash out amount included in the final check, the employee must provide written notice to that effect at least three (3) days prior to the last day of employment.
- (c) An employee on layoff who has been recalled to work must respond within 72 hours of actual notification, either by actual receipt of an overnight certified letter or by direct conversation in person or on the telephone; provided however that in the absence of such actual notification, the recalled employee must respond within five (5) working days of the date the overnight certified letter is sent by the Employer. Employees accepting reemployment shall return to work within 10 working days of the date of acceptance.
- (d) Employees who accept a position that is in a classification lower than their former classification shall retain their original twelve (12) months recall rights to the classification from which they were laid off.

ARTICLE 27. UNION BUSINESS

27.1 Access of Union Representative Upon reasonable notice and subject to person served care or department requirements, a duly authorized Union representative who is not an employee of the Employer shall have access, during reasonable business hours, to the Employer's facilities when such access is necessitated by matters concerning the administration of the Agreement; provided however that to the extent the areas are not being used, such business shall be conducted in non-working areas, including meeting rooms, interview rooms, lunch rooms, or conference rooms.

Such Union representatives shall not interfere with the Employer's operation, the work of employees, or the confidentiality of persons served.

If the representative wishes to meet with an employee, such meeting shall occur on the employee's non-work time, i.e., the employee's lunch period or breaks. If a meeting during such times is impossible, subject to person served needs and the needs of the department, an employee may go off the clock and meet with the Union representative for a reasonable period during which no pay will be received.

- 27.2 Union Stewards The Union may notify the Employer of the designation of one (1) Union Steward for each office, plus a Chief Steward. Additional Union Stewards may be added as follows: (a) for each office with more than 25 bargaining unit employees - one (1) extra steward for a total of two (2) stewards; (b) for each office with more than 50 bargaining unit employees, - two (2) extra stewards for a total of three (3) stewards.

Stewards and employees they deal with may do Union Business on an unpaid basis, subject to the needs of persons served and to their respective departments. Union duties do not relieve Stewards or others of regular responsibilities. The Union shall notify Human Resources of the name of the currently designated Union Stewards and any changes thereof.

- 27.3 Union Communications The Employer shall make available a single Bulletin Board at each office in a non-public location to be used for official notices of Union Business relating to Tri-Counties Regional Center employees. A second Bulletin Board shall be made available for Union use in the Santa Barbara office.

Union notices or communications to employees may not be made via or with the use of TCRC postage, e-mail, fax, copying machines, or printers. TCRC phone numbers shall not be made a permanent part of any Union letterhead or newsletters, but may be included in the text of a letter or newsletter.

TCRC e-mail may be used for communication between Union representatives and the Employer. The Union will be permitted to use the Employer e-mail to send non-adversarial mass notices to all employees regarding any union Executive Board meeting, any general union meeting, or any union meeting involving a particular office. The suggested text of the e-mail will be sent to the designated Human Resources persons, who will follow the procedure for all mass e-mails and check the e-mail for content. If the e-mail is appropriate under the TCRC general policy and if it does not address an adversarial issue or relate to a meeting adverse to the Employer, the e-mail will be sent out within 48 hours as an SEIU e-mail. Such mass e-mails will have a "no reply" feature.

The Employer shall establish an electronic bulletin board on the TCRC intra-net for the exclusive use of the Union to post information and materials. All employees and the Employer shall have read-only access to this site. Items may be posted by an authorized Union representative(s) who may receive material for posting via e-mail from a duly authorized Union representative who is not an employee of the Employer.

The Employer will make available, to each new employee entering the Bargaining Unit, materials to be supplied by the Union, at no cost to the Employer, in the packet given to all employees on their first day of employment.

The Union shall be permitted to make one ten (10) minute presentation to new hires at any scheduled new employee orientation to explain the Union and its benefits.

Union communications permitted pursuant to this section shall not include any material that is derogatory of the Union or the Employer.

27.4 Union Leave Based upon the needs of the Employer, the Employer may grant a leave of absence without pay for a maximum of five (5) days per year, to two (2) bargaining unit employees, to attend Union Conventions, meetings, or other business, provided:

1. Two weeks written notice is given to the Employer.
2. The employee has completed the Probationary Period.
3. The employee obtains the advance written approval of his or her immediate supervisor, which shall not be unreasonably withheld.

ARTICLE 28. GRIEVANCE AND ARBITRATION

28.1 Definition A grievance shall be defined as any claim or dispute by an employee or the Union arising from the interpretation or application of specific provisions of this Agreement, including but not limited to the No Work Stoppages Section of this Agreement. All grievances shall be processed in accordance with the grievance procedure set forth in the Article.

28.2 Representation An employee shall be entitled to the presence of a Union staff representative and/or a Union Steward at each step of the grievance procedure. An employee shall suffer no loss of pay for working time spent in attendance at grievance meetings conducted pursuant to this Article.

28.3 Time Limits Should the party making the claim fail to file an appeal of a grievance or request arbitration within the specified time limits herein, the grievance shall automatically be resolved on the basis of the last response. Should the other party fail to schedule a meeting or fail to respond within the specified time limits herein, the grievance may be processed to the next step. Time limits set forth herein may be extended or waived only by mutual agreement of the parties. Grievance steps may only be waived by mutual agreement of the parties.

28.4 Step 1 The grievance must be presented orally to the employee's immediate supervisor in an effort to resolve the grievance informally. The supervisor shall respond orally within three (3) working days after such presentation.

28.5 Step 2 If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing and submitted to the Employer at the next administrative level. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of

the alleged violation, the Section of the Agreement on which the grievance is based, the proposed remedy to the grievance, and the signature of the grievant. The written grievance must be so submitted within fifteen (15) working days of the date that the alleged violation occurred or the date it should have been discovered. A meeting shall be scheduled within five (5) working days of receipt of the written grievance. A written response will be made within five (5) working days of said meeting.

- 28.6 Step 3 If the grievance is not satisfactorily settled at Step 2, it shall be submitted in writing to the Executive Director within five (5) working days after Step 2 is completed. The Executive Director or designee shall schedule a meeting with the employee and his/her Union Representative(s) within ten (10) working days after receiving the written grievance, and give the employee and the Union a written response within ten (10) working days after said meeting.

Any grievance relating to a suspension or discharge shall begin at Step 3. Such grievance shall be submitted to the Executive Director within seven (7) working days of the Employee's receipt of written notice of the suspension or discharge.

- 28.7 Step 4 If the grievance is not resolved at Step 3, the Union shall have ten (10) working days after receipt of the Employer's Step 3 response in which to notify the Employer in writing that the Union intends to take the grievance to arbitration.

The following procedure shall apply if a grievance is taken to arbitration:

- A. If the parties are unable to agree on an impartial arbitrator, they shall, within ten (10) working days of mailing the notice of intent to take the grievance to arbitration, jointly submit to the Federal Mediation and Conciliation Service a request for a list of seven (7) arbitrators.
- B. The parties shall communicate within five (5) working days after receipt of said list for the purpose of attempting to select one of the individuals named therein. If they are unable to do so, the parties shall each make alternative strikes from said list, after determining the first strike by lot, and the remaining name shall be that of the arbitrator.
- C. The determination of the arbitrator shall be final and binding on the parties and on any affected employee covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the date of the arbitration or the filing of briefs, if any, whichever is later.
- D. The arbitrator shall have no authority to: (1) change, add to, subtract from, modify or amend any of the provisions of this Agreement; (2) to base any decision on any past practice or custom which is inconsistent with any provision of this Agreement; or (3) to render an award on any grievance occurring before the effective date, or after the termination date of this Agreement.
- E. All fees and expenses of arbitration including but not limited to the costs of the room and refreshments, the other party's actual attorney's fees to a maximum of \$1,500 per

arbitration, the losing party's own attorney's fees, and the arbitrator's fees, shall be born entirely by the losing party. If each party prevails to some extent, the arbitrator shall designate which party substantially prevails, and the other party shall bear entirely the above described arbitration expenses.

- 28.8 Discrimination claims The parties agree that an employee may bring a claim of discrimination to arbitration, or the employee may pursue such a claim in a civil lawsuit, but the employee may not pursue the same claim of discrimination both by arbitration and a civil lawsuit.

ARTICLE 29. SAVINGS CLAUSE

In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a State of California or federal statute, such provision shall continue in effect only to the extent permitted by law, but all other provisions of this Agreement shall remain in full force and effect. In the event that a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall promptly enter into negotiations for the limited purpose of negotiating regarding a possible substitute for said affected provision of this Agreement.

ARTICLE 30. NO WORK STOPPAGES

- 30.1 No Strikes During the term of this Agreement, neither the Union nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, sitdown, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with the movement or transportation of persons or goods to or from the Employer's premises. Picketing on Employer Premises or during the working time of the picketing employee shall also violate this Article.

Employer Premises shall be defined to include the Employer facilities and any other private place where agency business is being conducted.

The prohibitions of this Section shall apply whether or not (1) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, person served protest, or environmental protest. If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section, which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

- 30.2 Discipline Any employee who participates in any activity prohibited by Section 1 of this Article shall be subject to discharge or such lesser discipline as the Employer, in its sole discretion, shall determine without recourse to the grievance procedure; provided,

however, that the employee shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the Arbitrator.

30.3 Remedies for Breach The Employer and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if this No Work Stoppages provision is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

30.4 Lockouts The Employer agrees that there shall be no lockouts during the term of the Agreement. Acts of God shall not be considered lockouts.

ARTICLE 31. PERFORMANCE EVALUATIONS

The work performance of each regular employee shall, to the extent possible, be evaluated by the immediate supervisor at least annually based on the Agency's Performance Evaluation cycle. Typically, the evaluation cycle is as follows: January/February - End of Year evaluation and Planning Session for the new calendar year. July/August - Mid Year Status Review of goals and objectives. Monthly - coaching sessions to support employee. The Employer agrees, upon request, to meet and confer with the Union regarding the format of the evaluation form. An employee who receives an unsatisfactory performance rating shall be reviewed again within ninety (90) days.

Performance Evaluations may be grieved under the grievance procedure.

ARTICLE 32. PROFESSIONAL WORK ENVIRONMENT

It is understood that both the employees and the Employer desire a professional looking workplace and professional looking attire. Professional attire does not include attire that expresses a political, religious, union, or personal message or attire such as tank tops, sweat pants, shorts, flip-flop shoes, torn jeans, dirty or stained or revealing clothing, etc. This section shall not prohibit clothing with approximately button-sized insignias or logos. Employees who are inappropriately dressed may be sent home and directed to return to work in proper attire. Such employees will not be compensated for time away from work.

All employees are expected to keep their individual work areas clean, organized, and free of hazards. Personal items suitable for the business environment may be used to decorate and personalize one's work space. Such items include but are not limited to cups or mugs with brand names or organizational references. The employee must accept responsibility for damage or theft of personal items or damage to Tri-Counties Regional Center property as a result of personal property brought onto Tri-Counties Regional Center premises.

Personal items must be kept inside the employee's personal work area, and may not be permanently affixed to Tri-Counties Regional Center property. Tri-Counties Regional Center reserves the right to have the employee remove items that present possible safety hazards, may

cause damage, are inconsistent with professional business environment, or create a hostile work environment.

ARTICLE 33. NOTICES

Notices by the Union to the Employer shall be mailed or delivered to the following address:

Executive Director
Tri-Counties Regional Center
520 East Montecito Street
Santa Barbara, California 93103-3252

Notices by the Employer to the Union shall be mailed or delivered to the following address:

SEIU Local 721
Service employees International Union, CTW, CLC
2472 Eastman Ave., #30
Ventura, CA 93003

ARTICLE 34. TERM OF AGREEMENT AND WAGE REOPENERS

- A. Term This Agreement shall become effective January 1, 2010, and shall continue in effect through December 31, 2014, or until expiration of the Employer's principal operating agreement with the State of California, whichever is earlier.

Any party wishing to modify or terminate the Agreement must serve written notice of a desire to amend to the other party at least ninety (90) but not more than one hundred twenty (120) days prior to the expiration date of December 31, 2014, or December 31 each year thereafter. The Agreement shall continue from year to year after 2014 unless modified or terminated as provided herein. Upon termination of the Agreement, all rights and obligations of the Employer, the Union, and the employees, pursuant to this Agreement shall cease.

- B. January 1, 2012, Reopener Notwithstanding the provisions of part A of this Article, either party may serve notice of its intention to reopen this Agreement on January 1, 2012, for the sole and limited purpose of negotiating the wage rates set forth in Appendix A to this Agreement, and classification upgrades. Also, during the 2012 wage reopener, TCRC and the Union will include the topic of telecommuting in the discussion. A notice of intention to reopen must be served by one party on the other not less than ninety (90) days prior to January 1, 2012, with negotiations to begin on or about October 1, 2011. The other terms of this Agreement shall remain in full force and effect notwithstanding any wage reopener negotiations which may occur pursuant to this Article; provided, however, that either party upon 10 days written notice may suspend Article 30- No Work Stoppages - until an Agreement is reached.

ARTICLE 35. BARGAINING OBLIGATION

- A. Full Understanding. It is intended that this Agreement sets forth the full and entire Agreement of the parties regarding the matters set forth herein and all other topics

subject to bargaining; and therefore, any other prior or existing agreements by the parties, whether formal or informal, written or unwritten, regarding such matters, are hereby superseded or terminated in their entirety.

- B. No Interim Bargaining. The Employer and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining and that all said subjects had been discussed and negotiated upon and the agreements contained herein were made after the free exercise of such rights and opportunities. The Employer and the Union, therefore, for the term of this agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically addressed in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either the Union, the Employer, or both, at the time of negotiating and executing this Agreement.

ARTICLE 36. EXPENSE REIMBURSEMENTS

- A. Employees seeking reimbursement for travel and other expenses must submit manager approved receipts and documentation to the Operations Accounting Assistant for such expenditures no later than ninety (90) calendar days following the end of the month during which the expenditure occurred in order to be entitled to reimbursement. Employees who fail to submit receipts and documentation within this time frame shall not be entitled to reimbursement.
- B. If an employee has submitted the proper receipts and documentation to the employee's immediate supervisor in a timely fashion, the employee will be reimbursed even if the immediate supervisor thereafter delays approval or submission of the request beyond the time limits, so long as the request is approved. An employee who is out on a leave of absence shall be reimbursed for the employee's TCRC related travel costs up to three months prior to the start date of their leave. Such claims shall be submitted within five (5) business days of returning to work, or sooner. Claims received after the five (5) day grace period will not be paid unless the month(s) of travel are still open for payment per subsection A above.

EXECUTION

This agreement is entered into this day, January 1, 2010 at Santa Barbara California.

Tri-Counties Regional Center

Service Employees International Union
Local 721, CtW, CLC

By: _____
Omar Noorzad

By: _____
Esther Anaya

By: _____
Lorna Owens

By: _____
Denise Renna

By: _____
Frank Bush

By: _____
Bernie Espinoza

By: _____
Pat Forgey

By: _____
Anne Voorhies

By: _____
Dominic Namnath

By: _____
Mona Amian-Skamfer

By: _____
Michael Nagel

By: _____
Alice Forsythe

By: _____
Harold Walker

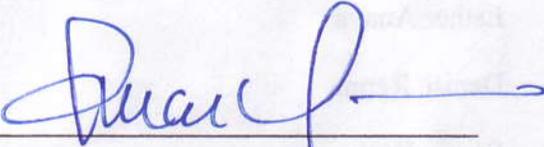
EXECUTION

This agreement is entered into this day, January 1, 2010 at Santa Barbara California.

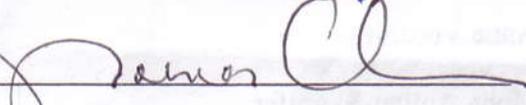
Tri-Counties Regional Center

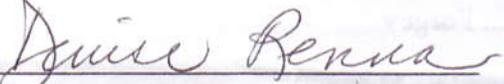
Service Employees International Union

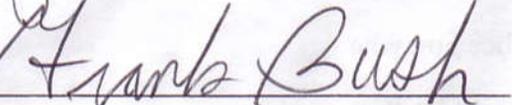
Local 721, CtW, CLC

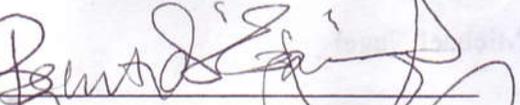
By: 

By: 

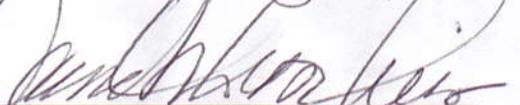
By: 

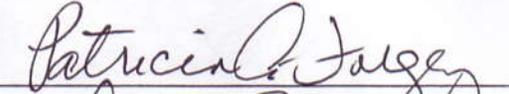
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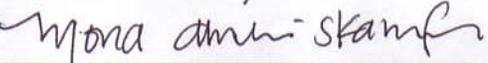
By: 

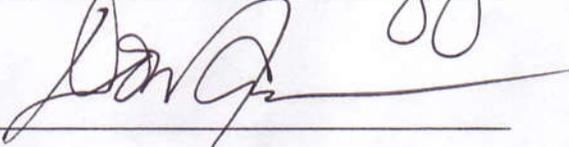
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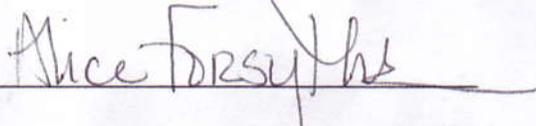
By: _____

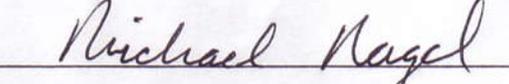
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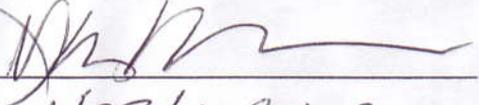
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Appendix A - Wage Scale

Effective 11/02/2008, Tri-Counties Regional Center Bargaining Unit Pay Grades/Steps

Grade	Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Clerk	HR						
		BW						
		YR						
2	Clerk II Peer Advocate Specialist	HR		\$8.46	\$8.88	\$9.31	\$9.79	\$10.09
		BW		\$676.80	\$710.40	\$744.60	\$783.20	\$807.13
		YR		\$17,596.80	\$18,470.40	\$19,359.70	\$20,363.20	\$20,985.33
3	Receptionist/Clerical Assistant Records Clerk	HR	\$11.06	\$11.62	\$12.21	\$12.82	\$13.46	\$13.86
		BW	\$884.80	\$929.60	\$976.84	\$1,025.56	\$1,076.71	\$1,108.80
		YR	\$23,004.80	\$24,169.60	\$25,397.74	\$26,664.46	\$27,994.51	\$28,828.80
4	Fiscal Assistant II Secretary III Peer Advocate Specialist II POS Accounts Payable Specialist	HR	\$12.77	\$13.40	\$14.08	\$14.77	\$15.51	\$15.97
		BW	\$1,021.50	\$1,071.84	\$1,126.24	\$1,181.46	\$1,240.74	\$1,277.28
		YR	\$26,558.90	\$27,867.84	\$29,282.34	\$30,717.96	\$32,259.14	\$33,209.18
5	Community Services Associate Accounting Assistant	HR	\$14.19	\$14.91	\$15.65	\$16.43	\$17.25	\$17.77
		BW	\$1,135.18	\$1,192.83	\$1,252.00	\$1,314.40	\$1,380.00	\$1,421.60
		YR	\$29,514.58	\$31,013.53	\$32,552.00	\$34,174.40	\$35,880.00	\$36,961.60
6	Records Coordinator Facilities/Purchasing Assistant	HR	\$15.06	\$15.82	\$16.60	\$17.43	\$18.31	\$18.86
		BW	\$1,204.80	\$1,265.60	\$1,327.62	\$1,394.20	\$1,464.85	\$1,508.70
		YR	\$31,324.80	\$32,905.60	\$34,518.12	\$36,249.30	\$38,086.05	\$39,226.10
7	Service Coordinator I	HR	\$15.45	\$16.21	\$17.03	\$17.86	\$18.76	\$19.33
		BW	\$1,235.86	\$1,296.76	\$1,362.40	\$1,428.80	\$1,500.58	\$1,546.05
		YR	\$32,132.46	\$33,715.86	\$35,422.40	\$37,148.80	\$39,014.98	\$40,197.25
8	Service Coordinator II (to grade 10) Accounting Assistant II (top is step 6)	HR	\$16.21	\$17.03	\$17.86	\$18.76	\$19.71	\$20.29
		BW	\$1,296.76	\$1,362.40	\$1,428.80	\$1,500.58	\$1,576.80	\$1,623.20
		YR	\$33,715.86	\$35,422.40	\$37,148.80	\$39,014.98	\$40,996.80	\$42,202.89

Appendix A - Wage Scale

Effective 11/02/2008, Tri-Counties Regional Center Bargaining Unit Pay Grades/Steps

Grade	Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
9	Applications Support Analyst	HR	\$16.91	\$17.75	\$18.64	\$19.56	\$20.55	\$21.17
		BW	\$1,352.79	\$1,420.00	\$1,490.83	\$1,564.72	\$1,644.00	\$1,693.60
		YR	\$35,172.59	\$36,920.00	\$38,761.63	\$40,682.82	\$42,744.00	\$44,033.60
10	Service Coordinator II w/MA	HR	\$18.76	\$19.71	\$20.68	\$21.71	\$22.79	\$23.47
	Grant Financial Specialist	BW	\$1,500.58	\$1,576.80	\$1,654.04	\$1,736.87	\$1,822.94	\$1,877.34
	SIR/Consumer Benefits Specialist	YR	\$39,014.98	\$40,996.80	\$43,005.14	\$45,158.57	\$47,396.44	\$48,810.94
	Accounting Associate							
	IS Assistant							
	Development Center Liasion							
	Enhanced Case Manager							
11	Quality Assurance Specialist	HR	\$19.38	\$20.36	\$21.36	\$22.44	\$23.57	go to grade 12
	Resource Developer	BW	\$1,550.11	\$1,628.87	\$1,708.45	\$1,795.20	\$1,885.46	\$24.28
	Cost Assessment Specialist/Auditor	YR	\$40,302.81	\$42,350.67	\$44,419.65	\$46,675.20	\$49,022.06	\$50,499.90
	Fiscal Auditor							
12	Quality Assurance Specialist w/ MA	HR	\$20.36	\$21.36	\$22.44	\$23.57	\$24.75	\$25.49
	Resource Developer w/MA	BW	\$1,628.87	\$1,708.45	\$1,795.20	\$1,885.46	\$1,979.66	\$2,039.05
	Information Systems Support	YR	\$42,350.67	\$44,419.65	\$46,675.20	\$49,022.06	\$51,471.06	\$53,015.19
	Specialized RD Analyst							
	Fiscal Auditor w/MA, CPA							
	Cost Assessment Specialist/Auditor w/MA/CPA							
13	Resource Development Coordinator	HR	\$21.38	\$22.46	\$23.57	\$24.75	\$25.99	\$26.77
		BW	\$1,710.07	\$1,796.80	\$1,885.46	\$1,979.66	\$2,079.20	\$2,141.24
		YR	\$44,461.87	\$46,716.80	\$49,022.06	\$51,471.06	\$54,059.20	\$55,672.34
14	Autism Services Coodinator	HR	\$22.02	\$23.13	\$24.28	\$25.49	\$26.77	\$27.57
		BW	\$1,761.23	\$1,850.40	\$1,942.30	\$2,038.93	\$2,141.24	\$2,205.39
		YR	\$45,791.93	\$48,110.40	\$50,499.90	\$53,012.23	\$55,672.34	\$57,340.19
15	CPP Nurse Specialist	HR	\$23.70	\$24.88	\$26.13	\$27.43	\$28.80	\$29.66

Appendix A - Wage Scale

Effective 11/02/2008, Tri-Counties Regional Center Bargaining Unit Pay Grades/Steps

Grade	Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	PCT Coordinator	BW	\$1,896.02	\$1,990.21	\$2,090.09	\$2,194.02	\$2,303.64	\$2,372.66
	Database and App. Support Analyst	YR	\$49,296.52	\$51,745.51	\$54,342.29	\$57,044.62	\$59,894.74	\$61,689.26
	Lead — Quality Assurance Specialist							
16	Psychologist I	HR	\$25.61	\$26.90	\$28.24	\$29.67	\$31.14	\$32.09
		BW	\$2,048.68	\$2,151.80	\$2,258.98	\$2,373.48	\$2,491.22	\$2,567.20
		YR	\$53,265.58	\$55,946.80	\$58,733.58	\$61,710.38	\$64,771.62	\$66,747.20
17	Psychologist II	HR	\$28.18	\$29.59	\$31.07	\$32.63	\$34.25	\$35.29
		BW	\$2,254.11	\$2,366.98	\$2,485.53	\$2,610.40	\$2,739.69	\$2,823.20
		YR	\$58,606.91	\$61,541.48	\$64,623.83	\$67,870.40	\$71,231.89	\$73,403.20
18	Psychopharmacologist	HR	\$46.07	\$48.38	\$50.81	\$53.36	\$56.02	\$57.70
		BW	\$3,685.67	\$3,870.40	\$4,064.87	\$4,268.68	\$4,481.43	\$4,616.00
		YR	\$95,827.37	\$100,630.40	\$105,686.67	\$110,985.78	\$116,517.13	\$120,016.00
19	Physican	HR	\$50.81	\$53.36	\$56.02	\$58.82	\$61.77	\$63.62
		BW	\$4,064.87	\$4,268.68	\$4,481.43	\$4,705.54	\$4,941.60	\$5,089.62
		YR	\$105,686.67	\$110,985.78	\$116,517.13	\$122,344.04	\$128,481.60	\$132,330.02