

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN**

**SAN ANDREAS
REGIONAL CENTER**

And

**SOCIAL SERVICES UNION
SEIU LOCAL 521**

September 1, 2008 through August 31, 2011

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Union Contract

AGREEMENT

This Agreement shall be effective September 1, 2008, and is entered into by SAN ANDREAS REGIONAL CENTER, INC. (the "Employer" or "Regional Center") and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521 ("SEIU" or the "Union").

This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations in conflict with a specific provision of this Agreement.

SECTION 1 – RECOGNITION

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

SECTION 2 – NO DISCRIMINATION

- A. Neither the Employer nor the Union shall unlawfully discriminate against any employee or applicant for employment on account of race, color, religion, national origin, ancestry, sex, sexual orientation, marital status, physical or mental disability, medical condition or age (over 40).
- B. The Employer agrees not to discriminate against any employee because of membership in the Union, or because of any activities on behalf of the Union. The Union agrees not to discriminate against any employee because of lack of Union membership or lack of activities on behalf of the Union.

SECTION 3 – UNION SECURITY, DUES CHECK OFF AND NOTIFICATION

- A. Each employee covered by the Agreement who is hired subsequent to the execution of the Agreement shall, within 31 calendar days after date of hire, as a condition of employment, either: (1) acquire membership in the Union; or (2) tender to the Union a service fee equal to the standard initiation fee and periodic dues uniformly required as a condition of membership in the Union. An employee may contact the Union to request the Union's policy on nonchargeable expenses. Current employees are allowed to change their current status under Section 3, but if they change their option, they have to choose between options 1 and 2.
- B. If any employee fails to comply with Paragraph A above, the Employer will notify the Union and will counsel such employee as to his/her obligation thereunder. Failure of the employee to retroactively comply with Paragraph A within the succeeding 15 calendar days will result in automatic termination.
- C. No employee shall be separated for non-membership in the Union if the Employer has reasonable grounds for believing that the Union's request is for reasons other than the failure of the employee to remain in good standing.

- D. Within 30 days of expiration date of this Agreement, employees may, by written notification delivered to the Employer, choose to select some other option in Paragraph A of this section.
- E. The Employer agrees to deduct periodic dues from the employee's paycheck and promptly remit to the Union upon submission to the Employer of a proper written authorization by the employee.
- F. The Employer shall promptly notify the Union, in writing, of the name, mailing address, starting salary, classification, and date of hire of any new employee within the bargaining unit. The Employer shall send to the Union, monthly, a list of bargaining unit employees terminated during the previous month. The Employer shall notify the representative designated by the Union no later than 1 week prior to the first day of employment of the employee's name, date of hire and job title.
- G. The Union will hold harmless the Employer against any claim which may be made by any person by reason of said deduction or other action taken or not taken as required by this Section, including the costs, attorney fees and other expenses of defending against such a claim.

SECTION 4 – BULLETIN BOARDS

- A. The Employer shall make bulletin boards available in the following work areas frequented by employees covered by the Agreement for the posting of official notices and announcements of the Union. At the Campbell office there shall be bulletin boards provided exclusively for the Union, each in the upstairs and downstairs levels and a shared bulletin board in the Fiscal Department, the Intake Department, and the Resource Department. At the Watsonville, Gilroy, and Salinas offices there shall be one bulletin board each provided exclusively for the Union.

Such materials shall be posted by the officials of the Union and removed when no longer timely.

Posted notices shall be in keeping with a positive employee relations atmosphere.

- B. Except for Union materials posted on bulletin boards (Section A), Union materials may be posted or exhibited only within the employee's personal workspace. Union materials shall not be posted in any common area. However, Union-meeting notices may be posted in lunchrooms and by electronic mail.
- C. Employer equipment, materials, supplies or interdepartmental mail systems shall not be used for the preparation, reproduction or distribution of notices, nor shall such notices be prepared by Regional Center employees during their regular working time.

SECTION 5 SHOP STEWARDS AND UNION OFFICERS

The Union may designate employees as Shop Stewards. It is agreed that the Shop Stewards shall be allowed reasonable work time necessary to assist in processing grievances. Stewards and Union Officers shall not otherwise conduct Union business on Regional Center time unless one of the following conditions exists:

- A. Management requests that an issue be discussed. Such request is to be in writing and sent to the appropriate Union Representative. Such request is to be acknowledged by the Union Representative in writing.
- B. A grievance investigation is to be discussed by the Union Executive Board members. In such a situation, the Union will notify the Employer, in writing, and the Employer will respond acknowledging that meeting, in writing.

Meetings identified in A and B will normally take place during the lunch break period of the employees involved and may continue into agency work hours, if necessary.

The Union shall notify the Employer of the identity of the currently designated Union Officers and Shop Stewards and any changes thereof.

SECTION 6 – MEETING FACILITIES

The Employer agrees that meeting room facilities may be made available during non-working hours for use by the Union provided such facilities are available and that there would be no cost to the Employer. Application for such use shall be made to the Executive Director or his/her designee and such request shall be granted or denied solely at the discretion of the Executive Director or his/her designee. Attendance shall be limited only to those employees who are not on work time. The Union agrees to designate a Union Officer to be responsible for security of the building. The Union agrees to leave facilities used in a clean and orderly condition.

SECTION 7 – VISITS BY UNION REPRESENTATIVE

A duly authorized representative of the Union shall be permitted to enter the Employer's building and grounds at reasonable times for the purpose of observing whether this Agreement is being observed or to investigate employee complaints. The Union representative must advise the Employer's Executive Director or designee immediately upon entering the building or grounds and must confine the visit to non-working areas of the facilities unless accompanied by a Union member. The Union representative may confer with an employee and his/her supervisor or other Employer representative in connection with a complaint or problem concerning the employee during working hours.

SECTION 8 – PART-TIME AND TEMPORARY EMPLOYEES

- A. Part-time employees are those who regularly work less than 37.5 hours per week. Such employees shall receive salary, holiday pay, vacation, sick leave, and all other benefits on a pro-rata basis provided such employee is eligible under the existing insurance requirements as to the minimum hours of work and work 18.75 or more hours per week. Those employees working less than 18.75 hours are not eligible for medical, dental, vision and life insurance benefits.

Those employees working less than 20 hours per week are not eligible to participate in the Public Employees Retirement System (PERS).

- B. Temporary or casual employees may be hired as substitutes for permanent* employees on vacation, sick leave, leave of absence, for short periods of increased work, or for

position of anticipated short duration. In the event an employee is held over more than 90 days, unless replacing an employee who is on leave or hired for a specific, time-limited, temporary assignment, such employee shall be considered a full-time or part-time employee, in probationary status. This provision shall not be deemed to make temporary employees subject to any other provisions of this Agreement. The intent and application of this section is to meet short-term and emergency needs and not to replace permanent* positions.

- C. A temporary or casual employee who, while serving in such capacity, is selected to fill a permanent* position in the same job classification shall, for layoff purposes only, be credited with any continuous service in excess of 90 days. Such employee will be credited with up to 90 days of service toward his/her 6-month probationary period.
- D. Employees initially hired as part-time employees or employees in positions designated as part-time shall be allowed to maintain part-time status. Employees hired into designated full-time positions who are allowed to work less than full-time may be required to work full-time with 30 days prior notice. Prior to May 1, an employee may request in writing to work part-time during the following fiscal year or any two employees may request to work part-time during the following fiscal year, or any two employees may request to share a position. Such requests are subject to approval by the Executive Director and will be carefully reviewed and shall not be denied for arbitrary reasons. Requests to continue in a shared position may be renewed annually.
- E. Definitions of Employees:

Full-Time Employees - A full time employee is defined as one who is regularly scheduled to work 37.5 hours per week.

Part-Time Employees - A part-time employee is defined as one who is regularly scheduled to work less than 37.5 hours per week.

Probationary Employees - All newly hired employees, and employees who change job classifications, shall serve a probationary period. New hires serve a 180-day probationary period and other employees serve a 45-day probationary period.

*Permanent Employees - Upon successful completion of the probationary period, the employee will receive written confirmation of his/her permanent status. Permanent means non-probationary and does not imply that the individual's status may never change.

Temporary Employees - A temporary employee is one who is hired for a time-limited assignment, either full time or part time.

SECTION 9 – HOLIDAYS

- A. The following days shall be observed as paid holidays:

- * New Year's Day
- * Martin Luther King Day
- * Presidents' Day

- * Memorial Day Observance
- * Independence Day
- * Labor Day
- * Veteran's Day
- * Thanksgiving Day
- * Day after Thanksgiving
- * Day before Christmas
- * Christmas Day
- * New Year's Eve

New employees hired during the first half of the fiscal year shall be entitled to 2 floating holidays. New employees hired during the second half of the fiscal year shall be entitled to 1 floating holiday. Permanent employees are entitled to 2 Floating Holidays, which may be used to observe Good Friday, Yom Kippur, Lincoln's Birthday, Cesar Chavez Day and/or the employee's own birthday or other special occasion.

In cases where more than one employee has requested floating holiday dates at the same time, or if the work requirements require attendance, the supervisor will use seniority to determine who shall be allowed preference in selection. If a scheduling conflict develops between the same two employees for the second time, the more senior employee who was granted priority previously shall yield to the other employee.

Specific days (dates) for observance of each holiday shall be published by the Employer by November 1 for each succeeding calendar year.

To be eligible to receive holiday pay, the employee must be on the payroll the day of the holiday and be in a paid status the day before or the day after the holiday.

A terminating employee may not have his/her last official work day be a paid holiday.

- B. An employee required to work on a holiday, as set forth above, shall be paid at 2.5 times the hourly rate. The employee, however, may elect to be paid at 1.5 times the hourly rate and to receive a compensatory day off within 30 days, said day to be selected by mutual agreement between the Employer and employee.
- C. Holidays are to be considered as time worked in the compensation of overtime.
- D. Holidays falling on Sunday shall be observed the following Monday; holidays falling on Saturday shall be observed the preceding Friday.

SECTION 10 – VACATION

- A. Employees shall earn vacation based on length of service with the Employer on the following rates:

Upon hire - 15 days per year, accrued at the rate of 1.25 days per month or 9.375 hours per month.

After completion of the 4th year through the 5th year - 20 days of vacation per year, accrued at the rate of 1.666 days per month or 12.5 hours per month.

After completion of the 5th year through the 10th year - 25 days of vacation per year, accrued at the rate of 2.083 days per month or 15.625 hours per month.

After completion of the 10th year - 30 days vacation per year, accrued at the rate of 2.5 days per month or 18.75 hours per month.

Employees shall not be eligible to utilize accrued vacation until they have completed their probationary period.

- B. Employees shall submit requests for vacation leave at least 6 weeks prior to the requested beginning date of vacation in order for seniority to apply. The Employer shall promptly acknowledge each vacation request. The Employer shall approve such requests on the basis of overall seniority with the Employer, and shall respond in writing at least 5 weeks prior to the requested beginning date of vacation. If a scheduling conflict develops between the same two employees for the second time, the more senior employee who was granted priority previously shall yield to the other employee.

Employees may schedule vacation leave with less than 6 weeks notice by mutual agreement with the Employer, providing that such scheduling shall not supersede any vacation schedule by prior submission.

- C. If a holiday, as set forth in Section 9, occurs during an employee's vacation period, the employee shall be granted an additional day of vacation.
- D. All wages for any approved vacation period shall be due and payable to the employee on the employee's last working day prior to such approved vacation period upon the employee's request. Such requests shall be made at least 1 pay period prior to the vacation period.
- E. All employees must take earned vacation during the year in which it is earned or the following year. The maximum earnable vacation is two year's accrual, as determined at the end of the fiscal year. If the employee's vacation balance is greater than two year's accrual at the end of the fiscal year the employee will cease to earn additional vacation as of the first pay period in the new fiscal year. The employee will resume earning vacation when the employee's vacation accrual falls below the two year maximum. Employees shall receive notification of vacation accrual balances by March 1 of each year.

Maximum accruals are:

0-4 years:	30 days or 225 hours
5 years:	40 days or 300 hours
6-10 years:	50 days or 375 hours
11+ years:	60 days or 450 hours

- F. At any time during each fiscal year, unit employees may make a one-time request to receive cash in lieu of vacation time off up to a maximum 5 vacation days, provided that, at the time of the request, the employee has a minimum vacation balance equal to one year's accrual. Cash out shall be made in June. In the event there is a layoff

during the fiscal year in which the cash out of vacation would be made, employees shall not be allowed to take such cash out of vacation.

SECTION 11 – BEREAVEMENT LEAVE

Bereavement leave is Employer granted time off, with pay, for an employee who has lost a member of his/her immediate family. This time off is to take care of immediate needs associated with the loss of a loved one.

In the event of the death of a member of the immediate family of an employee, such employee shall, upon request, be granted leave as needed up to a maximum of 37.5 hours time off with pay. Additional time off without pay for travel of other arrangements may be granted at the discretion of the Employer. Upon request of the employee, vacation or PBL shall be granted.

For purposes of this section, immediate family members shall be defined as spouse, domestic partner, child, child of domestic partner, parent, parent of domestic partner, brother, brother of domestic partner, sister, sister of domestic partner, grandparent, grandparent of domestic partner, grandchild, grandchild of domestic partner, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparent, stepparent of domestic partner, stepchild, stepchild of domestic partner, parent substitute, parent substitute of either spouse or domestic partner, and any other person living in the employee's immediate household. Bereavement leave for other than immediate family may be granted by the Employer upon the request of the employee.

The request for bereavement leave must be in writing and must identify the relationship between the deceased individual and the employee.

SECTION 12 – EDUCATION LEAVE

A. Use of Education Leave: An employee who has completed the initial 180-day probationary period shall be eligible to take up to 5 days leave without loss of pay each fiscal year to attend job-related, but non-Employer required conferences, courses, classes, institutes or workshops of an educational nature, provided that:

1. The employee notifies and receives approval from the Executive Director or his/her designee in writing in advance, identifying and describing the content of the conference, course, class, institute or workshop that he/she wishes to attend.
2. Such attendance does not unreasonably interfere with staffing.
3. The Employer, in its sole discretion, determines that the employee's work performance or value to the Employer will be enhanced by such attendance.
4. It is agreed that weekend attendance at employee-requested conferences, courses, classes, institutes or workshops is not considered as Regional Center work time and is not counted toward the five days leave allowed per fiscal year under this section.

B. Expense Reimbursement:

1. Upon receiving written documentation of expenses, attendance and successful completion by the employee, the Employer shall reimburse such employee for reasonable expenses necessarily incurred in attending such conferences, courses, classes, institutes and workshops at the rate of 100 percent of incurred expenses up to a maximum of \$175 for the term of the fiscal year.
 2. The Employer shall provide reimbursement of up to \$500 a year for license renewal fees for an employee required to maintain a professional license in order to do the employee's job at San Andreas Regional Center (e.g., nurses and psychologists). The Employer does not agree to pay or reimburse an employee for initial examination fees, as the Employer expects an applicant for a job for which a professional license is required to have already taken the initial examination prior to hire by San Andreas Regional Center. The Employer is not willing to provide reimbursement for professional licenses, examination fees or courses for any employee not required to maintain the license to do the job at San Andreas Regional Center. Additionally, the Employer shall establish a program with the intention of providing Employer-paid CEU eligible training, internally or externally, for licensed employees (nurses and psychologists) to a maximum of 18 hours per year.
- C. Employer-Required Education Training: Conferences, courses, classes, institutes or workshops of an educational nature which the Employer requires an employee to attend shall count as time worked and shall not be deducted from education leave. Upon receiving written documentation of expenses, attendance and successful completion by the employee, the Employer shall reimburse such employee for reasonable expenses necessarily incurred in attending such conferences, courses, institutes and workshops. Such reimbursement shall include, where applicable, transportation, per diem, fees and tuition.
- D. Nothing in this Section shall preclude the Employer from nor compel the Employer to authorize changes in an employee's work schedule to enable the employee to attend a regular day class.

SECTION 13 – FAMILY LEAVES

A. Eligibility

To be eligible for leave benefits, you must: (1) have worked for Regional Center for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Regional Center within 75 miles, as of the date the leave is requested.

B. Reasons For Leave

Leave may be used for one of the following reasons:

- (1) the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”);

- (2) to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition (“Family Care Leave”));
- (3) an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);
- (4) a “qualifying exigency,” as defined under the FMLA, for military operations arising out of a spouse’s, child’s, or parent’s active duty or call to active duty as a member of the military reserves or National Guard in support of a “contingency operation” declared by the U.S. Secretary of Defense, President or Congress, as required by law (“Military Emergency Leave”); or
- (5) to care for a spouse, child, parent or next of kin (as defined under the FMLA)—who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties (“Military Caregiver Leave”).

C. Length of Leave

The maximum amount of leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses (or registered domestic partners) work for the Employer and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. If the leave is for the purpose of the employee's own serious health condition the leave shall run concurrently with the leave of absence without pay for purposes of medical disability (Section 15). A 12-month period begins on the date of your first use of Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date.

If both spouses work for the Employer and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, you may take this leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

The employee may take an additional leave of absence for a period of up to four months for pregnancy disability connected with pregnancy, birth or recovery there from. Pregnancy disability leave shall be a separate entitlement from family leave for the purpose of caring for a new baby.

D. Notice and Certification

(i) Bonding, Family Care, and Serious Health Condition Leave Requirements

Employees may be required to provide: (1) 30 day advance notice when the need for the leave is foreseeable; (2) advance notice within one business day after learning of the need for leave when the leave is not foreseeable; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (these forms are available from Human Resources); (4) periodic recertification; and (5) periodic reports during the leave.

At the Employer's expense, the Employer may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with Employer in obtaining additional medical opinions that the Employer may require.

When leave is for planned medical treatment, the employee must make reasonable efforts to schedule the treatment so as not to unduly disrupt the Employer's operation. Please contact Human Resources prior to scheduling planned medical treatment.

(ii) Military Emergency Leave

Employees seeking to use Military Emergency Leave must provide the Regional Center with as much notice of the need for leave as is reasonable and practicable under the circumstances. In addition, the employee must provide the Regional Center with a copy of the covered military member's active duty orders when the employee requests leave.

Employees may also be required to provide: (1) a description, signed by the employee, describing facts supporting the leave request and attaching any available documentation to show the need for the time away from work; (2) the approximate date the qualifying exigency commenced or will commence; (3) the beginning and ending dates for the absence, if the leave request is for a single period of time; (4) an estimate of the frequency and duration of the qualifying exigency, if the leave request is on an intermittent or reduced schedule basis; and (5) contact information for the third party or entity and a brief description of the purpose of the meeting, if the exigency involves a meeting with a third party or entity.

Absent unusual circumstances, certification of the need for leave must be provided to the Regional Center within 15 calendar days of the Regional Center's request for certification.

(iii) Military Caregiver Leave

Employees may be required to provide: (1) 30 day advance notice when the need for the leave is foreseeable; (2) advance notice within one business days after learning of the need for leave when the leave is not foreseeable; (3) a completed Certification of Health-Care Provider form from the servicemember's authorized health care provider within 15 calendar days (these forms are available from Human Resources) or an invitational travel order or authorization; (4) confirmation of the family relationship with the servicemember; and (5) periodic reports during the leave.

Absent unusual circumstances, certification of the need for leave must be provided to the Regional Center within 15 calendar days of the Regional Center's request for certification.

(iv) Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. Should an employee fail to report to work at the end of the specified leave, he/she shall be deemed voluntarily to have quit, effective the first workday after the end of the leave of absence.

E. Compensation and Benefits During Leave

Employees at their option may substitute accrued vacation pay or other accrued time off for leave without pay. An employee on leave is entitled to continue participating in the Employer's health benefit plans to the same extent as when working.

Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. During these periods of time, the Regional Center will make its usual contributions towards insurance premiums.

If an employee remains on leave for more than the authorized period set forth above (either 12 or 26 weeks) the employee may elect to continue participating in the plans by reimbursing the Regional Center the premium costs incurred for the period of the leave. An employee who does not return to work may be required to reimburse the Regional Center for such contributions unless the reason the employee does not return to work is due either to the continuance, recurrence or onset of a serious health condition that would entitle the employee to leave under the Family Medical Leave Act (FMLA).

F. Return From Leave

An employee on leave of absence under this section shall give at least four (4) weeks prior notice to the Employer of his/her intent to return to active or full-time status. Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition.

The Regional Center shall reinstate the employee to his/her former salary step, and shall reinstate the employee to his/her former assignment. If that particular assignment is unavailable, the employee will be placed in a comparable/equivalent assignment in the same classification and at the same geographic location. The Employer shall make every effort to reinstate the employee with less than four weeks notice where possible. Any employee on unpaid leave of absence shall not have his/her anniversary date adjusted if such leave of absence is less than 11 consecutive working days duration. An employee on leave of absence by reason of industrial accident shall not have his/her anniversary date adjusted for purposes of this Agreement.

G. Any violation of either the Family Medical Leave Act or any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement.

H. Section 13 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

I. Department of Labor Notice WH1420 is attached to this Agreement as Appendix D.

SECTION 14 - MILITARY SPOUSAL LEAVE

The Employer provides spouses and registered domestic partners of certain military personnel up to 10 days of unpaid leave during a qualified leave period. For purposes of this policy, a “qualified leave period” means the period during which the spouse is on leave from deployment during a period of military conflict.

An employee is eligible for leave under this policy if he or she:

1. Is the spouse of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;

2. Works for the Employer for an average of 20 or more hours per week;

3. Provides the Employer with notice of his or her intention to take leave within two business days of receiving notice that his or her spouse will be on leave from deployment; and

4. Submits written documentation to the Employer certifying that the spouse will be on leave from deployment during the time the leave is requested.

Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

Leave taken under this policy will not affect an employee’s right to any other benefits, although an employee may elect to use accrued vacation during the time off.

The Employer will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

SECTION 15 – JURY DUTY LEAVE

An employee called for jury duty shall be given a leave of absence for the days the employee must report as a juror/potential juror and shall be entitled to receive regular pay for up to 30 days of jury service. Jury leave exceeding 30 days shall be without pay or other benefits. Payment received by the employee for serving on a jury, except for travel reimbursement, shall be paid to the Regional Center during the period when jury leave is paid. No employee shall lose seniority while on jury duty leave.

SECTION 16 – LEAVE OF ABSENCE WITHOUT PAY

(Family Leaves are covered in Sections 13 and 17)

A. Medical Disability

1. Employees are entitled to use sick leave as set forth in Section 20 for disabilities. If all sick leave benefits have been used, an employee may request a leave of absence due to a medical disability. The employee must use available sick leave and, at his/her option, may elect to use some or all of his/her accrued vacation prior to or immediately following the medical disability leave.

Being on an unpaid leave of absence shall not affect or limit an employee's right to full weekly disability benefits to which he/she may be entitled under the California Unemployment Insurance Compensation Act.

2. Such leave shall be granted upon presentation of a doctor's certificate stating the need for the leave and an estimation of how long the disability will continue. The leave of absence shall be granted for the length of the disability to a maximum of 4 months within a fiscal year. If the disability period exceeds 4 months, the employee may request for consideration an extension of the leave.
3. Employees who are on leave of absence due to an illness or disability shall continue to receive the Employer-paid coverage under the medical, dental, life and vision insurance programs for a maximum of four months. Employees on medical leave over 4 months who elect to continue their participation in the medical, dental, life or vision insurance programs must make arrangements through the Employer's Human Resources Department to pay their insurance premiums.
4. If a medical disability leave is for 4 months or less, the employee shall be reinstated to his/her former worksite assignment in the same job classification and salary step held before the leave commenced. If the leave is for a period greater than 4 months, the Employer will:
 - a. Reinstatement the employee to his/her former worksite assignment in the same job classification and salary step held before the leave if the position is still available, or if (a) is not possible;
 - b. Place the employee in a comparable assignment in the same classification and salary step, or if (a) or (b) is not possible;
 - c. Place the employee in an available job for which he/she is qualified; or
 - d. If none of the above options is available, the employee may apply for PERS disability retirement. If PERS does not approve the disability retirement, the employee will be laid off.

5. An employee on a leave of absence without pay shall give at least 4 weeks' prior notice to the Employer of his/her intent to return to active status. The Employer shall make every effort to reinstate the employee with less than 4 weeks' notice where possible. Any employee on unpaid leave of absence shall not have his/her anniversary date adjusted if such leave of absence is less than 11 consecutive working days duration. Any employee on leave of absence by reason of industrial accident shall not have his/her anniversary date adjusted for purposes of this Agreement.
6. Should an employee fail to report to work at the end of the specified leave, he/she shall be deemed voluntarily to have quit, effective on the first workday after the end of the leave of absence.

B. Sabbatical Leaves

After 12 years of continuous service, employees may make a one-time election to take up to 6-months of unpaid sabbatical leave provided that not more than 3 employees from Case Management, Secretarial and Fiscal Departments may be on sabbatical leave at any one time. Employees shall be guaranteed reinstatement to their former worksite assignment in the same job classification and salary step before the sabbatical leave commenced.

1. During a sabbatical leave, employees will not accrue any vacation, sick or holiday leaves. Employees on sabbatical leave who elect to continue their participation in the medical, dental; life and vision insurance programs must make arrangements through the Employer's Human Resources Department to pay their insurance premiums.
2. An employee on sabbatical leave shall give at least 4 week's prior notice to the Employer of his/her intent to return to active status. The Employer shall make every effort to reinstate employees with less than 4 weeks' notice where possible. In this case, the Employer shall return the employee to his/her former workplace assignment in the same job classification and salary step before the sabbatical leave commenced.
3. Should an employee fail to report to work at the end of the specified leave, he/she shall be deemed voluntarily to have quit, effective on the first workday after the end of the sabbatical.

SECTION 17 - PAID FAMILY LEAVE

- A. Employees not participating in a state-approved voluntary plan began contributing to California's Family Temporary Disability Insurance Fund (known as "FTDI" or the Paid Family Leave Benefits fund ("PFL")). The FTDI fund is administered by the California Employment Development Department ("EDD"), not San Andreas Regional Center. Through the FTDI fund, EDD will provide eligible employees with a wage supplement for a maximum of six weeks within a rolling 12-month period. FTDI benefits may be available from EDD for a leave of absence.

- a. For the birth or placement of a child for adoption or foster care; or

- b. To care for an immediate family member (spouse, registered domestic partner, child or parent) who is seriously ill and requires care.
- B. Employee Contributions: Like State Disability Insurance (“SDI”) contributions, employee FTDI contributions are not optional and must be deducted automatically from each employee’s paycheck. The amount of the contributions is fixed by EDD, not San Andreas Regional Center.
- C. Employee Eligibility: EDD decides whether an employee is eligible for FTDI benefits, not San Andreas Regional Center, and employees must apply for FTDI benefits through EDD. Requests to take time off from work will be evaluated in accordance with San Andreas Regional Center policies, this Agreement, and applicable law.
- D. Waiting Period: EDD mandates a 7-day waiting period before an eligible employee may receive FTDI benefits. Accrued sick leave may be used during the waiting period to the extent permitted by law. If sick leave is unavailable, or the available accrual is less than a full week, employees may use accrued vacation.
- E. After FTDI Wage Period Ends: As noted, EDD will provide eligible employees with FTDI wages for a maximum of six weeks within a rolling 12-month period. Employees who remain on an authorized leave of absence after the FTDI wage period ends may use any accrued sick leave to the extent permitted by law. Employees using Family Leave Act/California Family Rights Act leave may use accrued vacation if sick leave is unavailable and after any available sick leave has been exhausted.
- F. Concurrent Use of FTDI Benefits and Authorized Leave: FTDI benefits may be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of FTDI benefits and/or paid time off (such as sick leave and vacation) during the leave period will not extend the length of the leave beyond what is required by applicable law, this Agreement, and/or San Andreas Regional Center policy.

SECTION 18 – PERSONAL BUSINESS LEAVE

Employees shall be allowed to utilize up to 67.5 hours of accumulated sick leave per fiscal year (July 1 to June 30) to attend to personal business or to observe religious holidays. Except in cases of emergency, the employee shall notify the Employer at least 3 working days in advance on the Personnel Business Leave (“PBL”).

The PBL form to be provided by the Employer. PBL must be taken in increments of 1 hour or more.

New hires will be eligible for PBL after completing 90 days of employment. No personal business leave shall be allowed to be utilized during the final 5 days of employment.

SECTION 19 – PREGNANCY DISABILITY LEAVE

- A. Employees are entitled to use sick leave as set forth in Section 20 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there

from. Such leaves shall not be used for childcare, child bearing or preparation for childbearing, but shall be limited to those disabilities as set forth above.

- B. The length of pregnancy disability leave, including the date on which the leave shall begin, and the date on which the employee is to resume work, shall be determined by the employee and the employee's physician. The employee is entitled to take up to

four months leave of absence, if the physician determines that the employee is disabled for that period of time. The Employer may ask for verification from the employee's physician of the dates the unit member is deemed disabled for purposes of pregnancy disability leave.

- C. Pregnancy disability leave is a separate entitlement and does not run concurrently with unpaid family care leave (Section 13).
- D. Employees who do not have sufficient accrued sick leave and/or vacation to cover the entire period of pregnancy disability leave are entitled to leave without pay during the balance of the pregnancy disability leave.

SECTION 20 – SICK LEAVE

- A. Each full-time employee shall earn sick leave with pay at the rate of 1 day per month or 7.5 hours per month. Unused sick leave shall accumulate up to a maximum of 85 days or 637.5 hours.
- B. Sick leave with pay shall be granted in the event of an employee personal illness, including any medical or dental appointments. Sick leave with pay shall also be granted for the employee to arrange emergency care plans or otherwise to react responsibly to the medical emergencies of persons who depend on the employee, as they arise.
- C. Sick leave shall be applicable only if the employee is ill on days during which he/she normally is scheduled to work. Pay for sick leave shall be at the rate of pay, which the employee would have received had he/she worked his/her regular straight time schedule that day.
- D. If an employee is absent on paid sick leave and a holiday occurs during such absence, he/she shall receive the holiday pay and the day shall not be charged against his/her sick leave credits.
- E. If an employee is on vacation and becomes ill, the employee may substitute sick leave for vacation leave from the first day of illness. Such requests shall be made immediately upon return to work. Medical verification may be requested by the Employer.
- F. If an employee uses all accrued sick leave benefits, the employee, when calling his/her supervisor, may request to be able to charge vacation for the absence. If an employee has used all sick leave hours and does not request the use of vacation hours in advance, then the hours not covered by sick leave must be taken without pay in accordance with Section 16-A. If the employee has a serious health condition, this

leave shall be designated an unpaid family leave (Section 13), which shall run concurrently with medical disability leave (Section 16-A).

- G. The payment of sick leave with pay shall not affect or limit an employee's right to full weekly disability benefits to which he/she may be entitled under California State Disability Insurance. In cases where an employee is eligible to receive disability benefit payments, the employee shall receive his/her full disability benefit payment plus such portion of his/her earned sick leave pay as shall aggregate to an amount equal to, but not exceeding, the employee's regular rate of pay. In cases of industrial injury entitling the employee to Workers' Compensation Insurance payments, the same method of integration with sick leave shall apply. Sick leave may be used in lieu of unpaid parental leave provided a doctor's statement confirming disability is submitted.
- H. Each employee shall notify the appropriate supervisor as soon as possible of any absence because of illness. Medical verification of illness may be required for illness of more than 3 days or in circumstances where there is reason to believe that sick leave has been abused.

Upon voluntary separation from employment, the Employer will pay for 50 percent of accrued but unused sick leave.

SECTION 21 – HEALTH AND WELFARE

- A. The Employer agrees to maintain current PERS medical plans.

The Employer will pay full monthly contributions for the employee's coverage. Contributions for eligible part-time employees will be made on a pro-rata basis. The employee may include his/her dependents under the Regional Center's group health insurance by arranging for the appropriate payroll deduction to provide coverage. The employee may include his/her domestic partner under the Regional Center's group health insurance by arranging for the appropriate payroll deduction to provide coverage.

The Employer, in accordance with PERS regulations, pays 100% payment of the retiree health insurance premium.

- B. The Employer shall maintain the Delta Dental Insurance Plan with a maximum annual benefit of \$2,000 per each employee and dependent and adding orthodontic coverage to a maximum of 50 percent of \$5,000 in cost, or a \$2,500 benefit. The Employer shall bear the full cost of premiums for the employee and dependents. For purposes of this Section the term "dependant" shall include a domestic partner of the employee.
- C. The Employer agrees to provide group life insurance coverage of \$50,000.00.
- D. The Employer shall cause employees to be covered by unemployment and disability compensation in accordance with the terms of California Unemployment Insurance Code.
- E. The Employer shall maintain personal liability insurance coverage at no cost to employees providing such coverage continues to be available on terms substantially

similar to current rates. In the event a premium increase necessitates a change in coverage, the Employer shall first notify the Union and meet to negotiate continued coverage before terminating the existing plan.

- F. The Employer shall maintain the current vision care coverage and shall bear the full cost of premiums for the employee and dependents.
- G. Effective September 1, 1996, employees shall become members of the Public Employees Retirement System (PERS).

Effective April 1, 2003, the Employer has enhanced the Public Employees Retirement System to 2.5% at 55. The employees shall pay 3.392% of gross salary pre-tax for the enhancement. The Employer will pay the remaining balance on behalf of the employee.

EPMC (Employer Paid Member Contributions): The Employer pays for a major portion of the employee's contribution to PERS retirement. This benefit applies to all employees of San Andreas Regional Center. Effective April 1, 2003, the value of the EPMC (Employer Paid Member Contribution) shall be reported as creditable compensation on the employee's base salary for purposes of PERS retirement calculations. Reporting the value of EPMC has no effect on the calculations the Agency makes for overtime.

The Regional Center and employees do not make social security contributions.

- H. The Employer will comply with the terms of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 in the administration of benefit plans.
- I. The Employer shall maintain the availability of a 403b plan provided that all legal and reimbursement requirements are fully met. Participation in the plan shall be open to all employees and shall be voluntary.
- J. The Employer provides the "Flex Plan" (dependent care spending account) program to which employees may contribute by payroll deduction with pre-tax dollars and from which tax-free reimbursement is provided for IRS-qualified dependent care expenses. Contributions made by employees during the plan year, but not spent by the end of the plan are forfeited.

The maximum pre-tax contribution for an employee's dependent care account shall be \$5,000.00.

- K. The Employer provides the "Flex Plan" (pre-tax medical spending account) program to which employees may contribute by payroll deduction with pre-tax dollars and from which tax-free reimbursement is provided for IRS-qualified medical care expenses. Contributions made by employees during the plan year, but not spent within two and a half months (or March 15th) after the expiration of the plan year, shall be forfeited.

The maximum pre-tax contribution for an employee's medical care reimbursement account shall be \$2,000.00.

- L. In order for an employee to qualify for the Employer paying for retiree medical benefits, the employee must have worked for the Regional Center for five complete years (60 months).
- M. In the event health plan requirements (Government Health Plan Requirements) are adopted by the federal or state government(s), which impact the parties' bargained agreement on health care coverage, the parties shall be required to reopen the relevant Sections of the Agreement and bargain regarding the impact of such changes.
- N. Medical Insurance Plan Waiver Option

Eligible employees shall be covered by a medical insurance plan, either as offered by the Regional Center or through another source (e.g. through your spouse or registered domestic partner's employer).

1. If an employee is covered by a medical insurance plan other than offered by the Regional Center, he/she has the option to waive the Regional Center's medical insurance in exchange for receiving a \$200 per month waiver benefit. The \$200 per month waiver benefit shall be pro-rated based upon the employee's full-time equivalent status. For instance, an employee who is a .5 FTE employee, will receive a monthly waiver of \$100 per month. The waiver benefit is taxable to the employee.

2. In order to waive coverage through the Regional Center, the employee must complete a Regional Center provided Health Insurance Waiver Form and provide proof of alternative group medical insurance plan coverage.

SECTION 22 – PHYSICAL EXAMINATIONS

To the extent not reimbursed by the employee's selected health plan, the Employer shall bear the cost of any physical examination, which may be required by law or by the Employer. Employees are expected to obtain Hepatitis B vaccines and TB screening through their health plans or from the County, which provides TB screening without charge. If the employee has significant exposure to blood-borne pathogens in performing the employee's job and the employee is not able to access the Hepatitis B vaccine through the health plan or public health services, the Employer will pay for the Hepatitis B vaccine. If the employee is not able to access TB screening through the employee's health plan or the County, the Employer will pay for TB screening once every four years.

SECTION 23 – TRANSPORTATION AND TRAVEL (PER DIEM) EXPENSES

- A. Any employee who is required to use his/her personal vehicle in the course of meeting his/her job responsibilities, shall, upon submission of an approved travel expense form, be reimbursed for authorized travel expenses at the rate established by the IRS or the State Board of Control, whichever the employee chooses.

Any employee required to use his/her personal vehicle must maintain minimum liability coverage as required by the State of California. To be eligible to receive reimbursement for mileage, affected employees must provide the Personnel Office with a Certificate of Insurance or other proof of their automobile insurance coverage at the time of renewal.

- B. Employees required to travel out of town shall receive per diem reimbursement at the rates established by the IRS or the State Board of Control, whichever the employee chooses.
- C. 75 percent of approved estimated travel costs shall be paid in advance provided the employee submits a request on the appropriate request form to his/her supervisor at least 5 working days in advance. Travel advance shall be subject to the approval of the Executive Director or designee.
- D. Time spent in work-related travel, which travel is required by the Employer, and time while performing work duties or attending training conferences or training meetings related to the purpose of the travel, shall be considered work time. Time spent by the employee getting to and from work at an employee's normal work site to and from the employee's home shall not be considered work time. Time spent by the employee in travel to other than his/her normal work site which is in excess of his/her regular commute time is normal work time.

Employees will be paid their normal salary when they attend employee-requested training conferences or training meetings approved by the Employer, but travel time to such meetings, or time spent at such meetings outside of normal working hours, shall not be considered time worked, nor shall it be compensated for.

- E. Mileage reimbursement will be computed in accordance with the following:
 - 1. Commuting expenses between home and the employee's assigned office and between that office and home, with no agency business stops in between, will not be reimbursed.
 - 2. When an employee begins a work day from home and ends the day at home, without going to any Regional Center office, all mileage traveled on agency business will be reimbursed.

When an employee begins a workday from home and ends the day at home without going to his/her assigned office, but to an alternate Regional Center office, all mileage in excess of the employee's normal commute will be reimbursed.

- 3. When an employee begins a workday from home with Regional Center related work stops on the way to his/her assigned office, the following applies:
 - a. From home to the first business stop, only the miles in excess of the employee's normal work commute will be reimbursed.
 - b. From the first stop, or from subsequent stops, to the employee's office (or alternative Regional Center office), all mileage traveled on Employer business will be reimbursed.
- 4. When an employee ends a workday at a work stop on the way home, the following applies:

- a. Mileage from the office to the last work stop will be reimbursed.
- b. From the last stop to home, only those miles in excess of the employee's normal commute will be reimbursed.

There will be no reimbursement for any moving violations or parking tickets.

SECTION 24 – HIRING, PROBATIONARY PERIOD AND EVALUATION

- A. Each newly hired or rehired employee shall serve a probationary period of 180 days. An employee who was promoted or demoted shall serve a probationary period in the new classification for a period of 180 days subject to the provisions in B of this Section.

Within the first 90 days, the newly classified employee shall receive at least one performance evaluation setting forth the employee's strength and weaknesses with concrete recommendations for improvement as necessary. Immediately upon completion of the probationary period, an employee shall receive written confirmation of his/her permanent* status.

Within thirty days of an employee commencing employment with the Employer, the Employer shall allow one Union representative to make a presentation and answer questions of employees in classifications represented by the Union. The presentation may last up to thirty minutes and shall take place at a time mutually agreed to by the Union representative and the Employer.

- B. Employees who do not evidence to the Employer's satisfaction during this probationary period their ability to perform a job to which they have been promoted into will be removed from that job (unless the probationary period is extended in accordance with C below) and returned to the job classification which they held prior to such promotion if there are any openings in that prior classification at that time. If not, the Employer will endeavor to place that employee in an available job for which that employee is qualified and the employee may bid on any open position for which he/she believes he/she is qualified. If none of these options are available, the employee will be laid off and will be given the next opening in the job classification which he/she last held prior to being reclassified, in accordance with Section 27 which specifies that in the case of a conflict, the most senior person would receive the next opening.

When a probationary employee is removed from a position, a statement of the reasons for removal shall be included in the personnel file. Matters extraneous to employment shall not be used to remove employees from probationary positions.

- C. When an employee's performance is not at least standard, the probationary period may be extended for a maximum of six additional months, with the concurrence of the employee and with notification to the Union.

While an employee is on an extended probationary period, the Supervisor shall meet at least once every two months with the employee and, at the employee's request, a

Union representative, to discuss the employee's progress toward obtaining permanent status.

An unpaid absence during a probationary period shall cause the probationary period to be extended by the same number of days for which the unpaid leave was granted.

- D. Probationary employees are entitled to participate in the benefits program. Sick leave begins accumulating immediately and if employees are sick during the probationary period, they may use the sick leave they have accumulated to date. Vacation days also accumulate; however, employees must complete their initial 180-day probationary period to be eligible to take vacation.

*See definition of Permanent in Section 8

SECTION 25 – JOB DESCRIPTIONS

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

Written position specifications shall be developed in consultation with the affected employee and will not be subject to the grievance procedure.

Employees assigned to work outside their classification for more than 10 consecutive working days shall receive the pay of their classification or the classification concerning such work, whichever is higher. These assignments require the approval of the Executive Director of his/her designee.

Employees may file a grievance if they believe that the work they are regularly assigned does not fall within the job description for their classification.

SECTION 26 – SCHEDULING

When it is in the best interest of the Employer, flexible time arrangements may be maintained or implemented at the discretion and approval of the Executive Director. Changes in the employee's regular work schedule made by the Employer shall be implemented after 30 days, except in cases of emergency. Changes in the employee's regular work schedule requested by the employee and approved by the Executive Director, or his/her designee, may be implemented in less than 30 days, at a mutually agreed upon time. The employee's regular work schedule may be adjusted for a specific workday without changing the negotiated hours per day, subject to prior approval by the Supervisor, to accommodate a special need of the employee or the needs of the Regional Center.

SECTION 27 – LAYOFF OR REDUCTION IN FORCE

- A. In the event a layoff or reduction in force appears to be necessary to the Employer, the Employer shall notify the Union field representative in writing. The Union shall be provided the opportunity to explore alternatives to layoff during a meeting with the Employer prior to such layoff by making a written request for such a meeting with the

Executive Director or his/her designee within 10 working days following notification of layoff or reduction in force to the Union.

- B. Laid off employees shall retain, for a period of 12 months, rehire rights based on seniority with the Regional Center in any classification ever held with the Regional Center. Where a layoff occurs because of elimination of a position, the employee shall have rehire rights in preference over new hires to any former classification in which the employee has seniority. No new employee shall be hired for any classification to which a laid off employee has rehire rights, until after written notice to such employee at his/her last known address. Refusal of recall into a lower classification does not terminate recall rights a laid off employee may have for their classifications. A worker on layoff status who has been recalled for a position must respond within 2 weeks of notification of his/her intent to return to work. A worker may refuse one recall before being dropped from the recall list for a classification. Rehire shall be accomplished in inverse order of layoff. Any employee rehired following layoff shall retain all credit for service from the date of hire, but excluding the period of layoff, and shall be entitled to accrued benefits under this Agreement upon rehire, on the basis of seniority.
- C. Seniority shall be defined as total employment as a bargaining unit member with no break in service with the Regional Center. For purposes of this section, employment in a non-bargaining unit position is not considered a break in service nor does it count toward seniority. For purposes of Section 27(B) rehire rights, total seniority may be applied to any classification that an employee has held with the Regional Center.
- D. When faced with a layoff, an employee shall be able to transfer into any vacancies with the Regional Center, provided he/she has the skill and ability to perform the duties involved and meets the minimum qualifications; however, no employee will be allowed to bump another employee out of a position.
- E. Persons assigned to another work site or program because of a layoff shall be able to apply their seniority to vacancies within their classifications ahead of laid off workers with less seniority.
- F. The Employer may require, with at least a one-month notice, that employees take their vacation time in lieu of taking a layoff at times when programs are temporarily suspended, changed or adjusted in order to maintain qualified personnel in such programs.

SECTION 28 – HOURS AND OVERTIME

- A. 37.5 hours shall constitute the regular workweek for bargaining unit members. Non-exempt employees, including service coordinators and office clerical employees, shall be paid straight time for time worked in excess of 7.5 hours up to 8 hours in a day. Non-exempt employees shall be compensated at the rate of 1.5 times the regular rate for work performed in excess of 8 hours in a day or 40 hours in a workweek; however, the employee must have prior written approval for such overtime work. On occasion, with prior written approval from the employee's supervisor, an employee may elect to work more than 8 hours in a day and reduce another workday within the same workweek by an equal amount of time, in which case all hours worked during the

week shall be compensated at the regular rate of pay. Exempt employees (e.g. Psychologists) are not entitled to overtime pay.

All work performed in excess of 37.5 hours per week in a workweek shall be compensated either at the regular rate of pay or compensatory time. The employee may request a preference of pay or compensatory time; provided any request for pay must receive prior written approval by the Executive Director. Compensatory time must be taken within 30 days.

Employees covered by the Fair Labor Standards Act shall receive prior written approval for any time worked in excess of 40 hours in a workweek; and for these employees, all hours worked in excess of 40 hours in a workweek shall be compensated at the rate of 1.5 times the regular rate.

- B. The time worked shall include all hours under the control of the Employer, excluding only such period during which an employee is completely relieved from duty and which are long enough to enable the employee to use the time effectively for his/her own purposes.
- C. Uninterrupted meal periods of from 30 minutes to 1 hour's duration at or around the customary mealtime during the course of any shift shall not be counted as time worked; provided, however, that if a meal period is frequently interrupted by calls to duty, the meal period shall be counted as time worked. There shall be a minimum of 1 meal period per shift for shifts over 4 hours up to 10 hours.
- D. Employees shall be entitled to take 1 break of 15 minutes at any time in the morning and one such break any time in the afternoon. Such breaks shall be scheduled by the Employer and counted as time worked.
- E. Flexible Work Shift Program
 - 1. Employees who have completed at least 1 year of service shall have the right to choose one of the following fixed work shifts between the hours of 7:00 a.m. and 6:00 p.m., subject to supervisory approval:
 - 7:00 a.m. - 3:30 p.m.
 - 7:30 a.m. - 4:00 p.m.
 - 8:00 a.m. - 4:30 p.m.
 - 8:30 a.m. - 5:00 p.m.
 - 9:00 a.m. - 5:30 p.m.
 - 9:30 a.m. - 6:00 p.m.
 - 2. An employee may also choose to work a voluntary split shift, subject to supervisory approval (e.g., 7:00 a.m. - 11:00 a.m. and 2:30 p.m. - 6:00 p.m.). By split shift, the parties mean two work segments in a day, provided that no segment shall be for less than two hours.
 - 3. An employee in the first year of service is required to work during the core hours of 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m.

4. The receptionist position at the Central Office is an exception to the flexible shift option. The hours of the receptionist position shall remain fixed at either 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m., as mutually agreed.
5. An employee may request supervisory approval for changing his or her chosen work shift; however, an employee may not change his or her work schedule more than once in a 12-month period. An employee who wishes to change his or her work shift must request supervisory approval for the change at least 2 weeks in advance.
6. The supervisor's approval shall not be withheld for arbitrary reasons. If coverage and accessibility to the consumer become an issue because too many employees request the same shift, approval of shift preference shall be based on seniority.

F. Workweek Options

1. All full-time employees shall work a 5-day workweek. Employees who have completed at least one year of service shall have the option of working a Monday through Friday workweek or a Tuesday through Saturday workweek, subject to supervisory approval. An employee who chooses a Tuesday through Saturday workweek shall review the employee's work plan for Saturday with the supervisor in advance. An alternative option for an employee who has completed one year of service is to work a Tuesday through Saturday workweek 2 weeks per month and a Monday through Friday workweek 2 weeks per month, with the schedule subject to supervisory approval.
2. For an employee on a Tuesday through Saturday workweek, the employee will observe the holiday on another day the employee would otherwise be scheduled to work during the workweek in which the holiday falls, with the date of holiday observance to be mutually agreed upon by the employee and supervisor.
3. The supervisor's approval of one of the Tuesday through Saturday workweek options shall not be withheld for arbitrary reasons. The alternate workweek is a voluntary choice. If coverage becomes a problem due to the number of employees electing to work one of the Tuesdays through Saturday workweek options, approval of the workweek options shall be based on seniority.

G. Employees have the option of telecommuting with the supervisor's approval in accordance with the Telecommuting Agreement located at the end of the contract as Appendix C. An employee who is authorized to telecommute shall not be eligible to work an alternative workweek as set forth in Section 27(H).

H. Alternative Workweek

San Andreas Regional Center offers eligible employees the opportunity to apply for and participate in an alternative workweek program. Full-time non-exempt

employees, with the exception of the receptionist at the Central Office, shall be eligible to apply for an alternative workweek schedule if the following requirements are satisfied: (1) the employee has obtained permanent status as set forth in Section 8(E); (2) the employee has worked for the Regional Center for at least one year prior to applying for the alternative workweek schedule; and (3) the employee is not currently on a corrective action plan nor has the employee received any disciplinary action based on attendance or punctuality within the past year.

Eligible employees shall submit their application, utilizing a Regional Center form, to their immediate supervisor. After receiving the request for an alternative workweek, the supervisor shall have five calendar days to provide a response to the employee's request. The alternative workweek schedule is as follows: Four, 8.5-hour days, Monday through Thursday, and one 7.0-hour Friday in one calendar week, followed by four, 8.5-hour days, Monday through Thursday, in the following calendar week.

Employees who are approved for an alternative workweek will have the "workweek" which is used to calculate overtime altered to ensure that they do not work over 37.5 hours in any consecutive seven-day period. Employees on an alternative workweek schedule must start at 7:30 a.m., 8:00 a.m., or 8:30 a.m. Employees utilizing an alternative workweek schedule, must be able to meet workload requirements and be available for scheduled conferences and meetings.

If a holiday falls on a scheduled workday, an employee scheduled to work more than 7.5 hours that day under an existing alternative workweek schedule, may charge vacation, his/her Floating Holiday, or, in some cases, compensatory time off to account for the holiday time over 7.5 hours. If a holiday occurs on an employee's scheduled day off, the employee is given credit for 7.5 hours that may be used as a holiday at a later date that is approved by the employee's supervisor.

The Regional Center reserves the right to cancel an employee's alternative workweek schedule. In such a situation, the Regional Center shall provide written notice to the affected employee(s) at least 10-work days prior to canceling the alternative workweek schedule. Similarly, an employee is eligible to cancel his/her alternative workweek schedule. In such a situation, the employee shall provide written notice to the Employer at least ten work days prior to canceling the alternative workweek schedule. The Regional Center's decision to approve, deny, or cancel an alternative workweek schedule shall not be grievable.

If an employee is authorized to work an alternative workweek, the employee shall not be allowed to telecommute as set forth in Section 28(G) and the Telecommuting Agreement, which is set forth as Appendix C.

- I. When it is in the best interest of the Employer, flexible time arrangements may be maintained or implemented at the discretion and approval of the Executive Director. Except as otherwise provided in this collective bargaining agreement, changes in the employee's regular work schedule may be made by the Employer and shall be implemented after 30 days, except in cases of emergency. Except as otherwise provided in this collective bargaining agreement, changes in the employee's regular work schedule requested by the employee and approved by the Executive Director or his/her designee, may be implemented in less than 30 days, at a mutually agreed upon

time. The employee's regular work schedule may be adjusted for a specific workday without changing the negotiated hours per day, subject to prior approval of the Supervisor, to accommodate a special need of the employee or the needs of the Regional Center.

SECTION 29 – MANAGEMENT UNION MEETING

San Andreas Regional Center and the Union recognize a mutual interest in maintaining harmonious labor relations and providing quality services to the community in a culturally competent and relevant manner, which also addresses the needs of the workforce providing the services. In order to address issues of concern regarding working conditions, San Andreas Regional Center and the Union agree to create a monthly meeting of Union and Management representatives. The committee will meet on a mutually agreed upon date and time, unless the parties agree to cancel the meeting. The parties agree that these meetings will be used to maintain open and respectful communication, to identify areas of concerns, and to make recommendations regarding potential resolutions to those areas of concern. Specific agenda items shall be provided by Union and Management representatives to each other five (5) calendar days prior to the scheduled meeting and the parties shall mutually agree to the agenda prior to the meeting. The committee's activities are advisory.

SECTION 30 – WORKLOAD

The Employer will make every effort to distribute workload equitably so that no employee has a significantly higher workload than any other employee who performs similar duties and functions. Staffing and workload distribution shall be subject to discussion between the Union and the Employer at the monthly Management Union Meetings (MUM).

An employee can request written clarification from his/her supervisor, at any time, in order to establish workload priorities for the accommodation of additional duties.

SECTION 31 – SALARIES

A. Salaries shall be paid in accordance with the Salary Schedule attached as Appendix A.

New employees are usually hired at the first step of the salary scale. A candidate with extensive experience beyond the minimum requirements for the position for which he or she is being considered may begin at a higher step upon approval of the Executive Director.

Steps are annual; effective on the employee's anniversary date, provided the employee is not on a formal corrective action plan. If the employee is on a formal corrective action plan, his/her annual step increase will be withheld until such time as performance is satisfactory. Upon successful completion of the plan of corrective action, the step increase will be implemented effective on that date. The employee's anniversary date will not change.

The annual salary will be rounded to the nearest dollar and divided by 12 to obtain the monthly salary step, which will also be rounded to the nearest dollar.

- B. Salaries shall be paid twice monthly, no later than the fifteenth and final calendar day of any month, except branch office employees whose paydays may be delayed by transmission of checks. Should either of these calendar days fall on a weekend or holiday when the payroll office is closed, employees shall receive their checks on the last regular business day prior to the fifteenth or final calendar day of any such month.
- C. The Employer shall, within a reasonable period of time, furnish to any employee, upon request, an itemization of all his/her accrued sick leave, vacation leave and compensatory time due.
- D. When compensation is earned for only a portion of a pay period, an employee's salary shall be calculated on the basis of an hourly equivalent. Overpayments and underpayments shall be adjusted as soon as possible.
- E. New classifications and wages for such new classifications shall be established by the Employer. Immediately upon establishment of such classification, the Union shall be notified in writing of the nature of the job and the wage. Upon request, the Employer shall meet to negotiate with the Union concerning such wage.
- F. Bilingual Pay: An employee required by management to use a language other than English (including the use of sign language) at least 10 percent of the time in a particular pay period, or who is in a position designated by management as bilingual, shall be compensated at the rate of \$52.50 per pay period over his/her normal monthly rate for use of oral/manual skills in an alternative language. An employee required by management to use a language other than English (including the use of sign language) at least 30 percent of the time in a particular pay period shall be compensated at the rate of \$84.00 per pay period over his/her normal monthly rate for use of oral/manual skills in an alternative language. Employees who are required to use bilingual skills less than 10 percent of the time, but who maintain certification, shall be entitled to a \$31.50 per pay period differential.

To be eligible to receive bilingual pay, the employee must be certified as bilingual.

In order to determine the appropriate level of bilingual differential pay, each fiscal year bilingual caseloads shall be determined by the primary language noted on the form "Client Face Sheet."

- G. Longevity: San Andreas Regional Center proposes that effective July 1, 2008, San Andreas Regional Center pay a longevity bonus to full-time employees (part-time employees will receive a pro-rata payment based upon his/her full-time equivalent percentage). The amount of the longevity bonus that employees earn is based upon their completed years of service beginning with the conclusion of their third year of service and then being paid at the conclusion of every third year of service thereafter.

The longevity bonus shall be paid as follows:

Years of Completed Service	Amount of Longevity Bonus
3	\$50
6	\$100
9	\$150

12	\$200
15	\$250
18	\$300
21	\$350
24	\$400
27	\$450
30	\$500
33	\$500
36	\$600

In order to receive the longevity bonus, the employee must be a San Andreas Regional Center employee on his/her anniversary date.

The longevity bonus will be paid to employees as part of the employee's normal payroll check in the first pay period after his/her anniversary date.

For purposes of clarification and example, a full-time employee who was hired July 15, 2005, shall receive, provided that he/she is a current employee on July 15, 2008, a longevity bonus of \$50.00. The next longevity bonus of \$100 will be payable on July 15, 2011, provided that the employee is employed on his/her anniversary date. The employee, however, shall not receive a longevity bonus if he/she is an employee on July 15, 2009 and July 15, 2010.

SECTION 32 – PERSONNEL FILES

- A. Inspection - Records, reports and other material relating to employment and the performance of each employee shall be maintained in one file and shall be open at reasonable times to the inspection of the employee concerned only, with or without a Union representative present, at the option of the employee. Documents relating to pre-employment decisions shall not be made available. Copies of I-9 documents produced immediately after hire to verify the legal right to work in the United States shall be kept in a separate file from the personnel file.
- B. Filing Procedure - Material relating to performance shall be signed by a person competent to know the facts and a copy of such material shall be provided to the employee. Hearsay or uncorroborated statements shall not be used as the basis for such material. 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 to be filed and does not necessarily indicate agreement with its contents. The employee shall receive a copy upon signing. If the employee refuses to sign a document, a notation to that effect is to be made on the document before it is placed in the employee's personnel file.
- C. Anonymous Material - No anonymous material will be introduced into the file of any employee. Such material placed in the file prior to the execution of this Agreement shall be removed at the request of the employee and shall be given no weight or consideration for any purpose whatever.
- D. Answers and Reproductions - The employee shall 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. An employee, upon request, shall receive reproductions of any material in the file.

- E. Secret Material - Material not in the file may not be used against the employee for any purpose.
- F. Grievance Material - No material pertaining to use of the grievance procedure shall be included in the employee's personnel file.
- G. Positive Material - Information of a positive nature received by the Employer pertaining to the performance of an employee shall be placed in the employee's personnel file upon the employee's request. The employee shall be advised of any such material received. The Employer may include an answer to any such material.
- H. Derogatory Material - Derogatory material, excluding performance reviews, shall be considered satisfactorily corrected and may be removed, upon request by the employee, if there are no further related incidents for a period of 18 months.
- I. Incorrect Material - Material will be removed or otherwise deleted from the personnel file in the event an employee and the Employer agree that the material is incorrect or it is determined to be incorrect as a result of the grievance procedure.
- J. Incident Reporting - Any incident which has not been reduced to writing and placed in the personnel file as soon as possible, but no later than 30 days of its occurrence or the date the supervisor reasonably should have known of the facts underlying the incident, shall not be added to the file at a later date. In the event of an investigation that cannot be completed within 30 days, the parties may mutually agree to extend the time line in writing.
- K. To ensure that paychecks reflect proper deductions and that benefits include all eligible dependents and beneficiaries, each employee is required to notify Human Resources of any change in:
 - 1. Name, address and marital status;
 - 2. Number of dependents, their names and birth dates;
 - 3. Person to be notified in case of emergency; or
 - 4. Designated beneficiaries for which there is such a requirement.

SECTION 33 – PERFORMANCE REVIEW

Performance evaluations will be conducted for new, promoted and continuing employees on a regularly scheduled basis, at least annually. The supervisor will evaluate on-the-job performance and performance objectives and, if applicable, training needs will be established as needed. Evaluation material submitted shall be restricted to the time span the evaluating supervisor has actively supervised said employee.

Performance reviews shall be signed by the employee and copies will be furnished.

SECTION 34 – DISCIPLINE, DISCHARGE, SEPARATION

No permanent employee may be suspended without pay or discharged without just cause. If the cause relates to performance, the employee shall not be discharged unless the immediate supervisor or, if the immediate supervisor is not available, the next available supervisor in the chain of command, has provided counseling and a written evaluation of performance, including a statement of action required to remove the deficiency and the employee is given a reasonable period to improve performance. This statement should be clearly titled "Corrective Action Plan."

If the discharge is for misconduct, the Employer will follow progressive discipline unless the employee has engaged in gross misconduct. If the Employer determines that the matter requires an investigation, the employee may be placed on administrative leave pending the outcome of the investigation. Administrative leave means leave with pay.

Notice of discharge, suspension or demotion shall be served in person or by registered mail to the employee as soon as possible. The notice shall include the following information:

- A. Statement of the nature of the disciplinary action
- B. Effective date of the disciplinary action
- C. Statement of the cause for disciplinary action
- D. Statement in ordinary and concise language of the act or omissions on which causes are based
- E. Statement advising the employee of his/her right to appeal and the right to Union representation.

Any employee desiring to voluntarily resign shall give at least 2 weeks written notice of his/her intent to resign. If an employee terminates, accrual of benefits ceases on the last day worked and benefits terminate in accordance with the terms and conditions of the specific benefit plans unless the employee and/or dependents elect to continue coverage(s) as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

The employee must be physically present at his/her work site on the final day of employment.

SECTION 35 – WORKLOAD

The parties agree to, on a trial basis, create a Workload Committee, which shall be responsible for discussing workload related strategies. The committee shall consist of up to three management representatives and up to three bargaining unit members. The committee shall meet on a quarterly basis on the same day as a Management Union Meeting in the Campbell Office, before the MUM, unless the parties agree to hold the meeting on a different date, time, and/or at a different location. The meeting shall not last more than 90 minutes and San Andreas Regional Center agrees to provide 90 minutes of paid release time for committee members to attend the meeting. If the meeting is held in Campbell, bargaining unit committee members from offices other than Campbell shall participate in the Committee meeting via

conference call. This Committee shall terminate as of June 30, 2010, unless the parties agree, in writing, to continue the Committee.

SECTION 36 – PROMOTION, REASSIGNMENT, TRANSFER AND POSITION OPENINGS

A. Definitions

1. Transfer: A transfer is movement of an employee, non-promotional in nature, from one position to another position within the same classification. A transfer may be voluntary – employee initiated or involuntary – Employer initiated.
2. Promotion: Promotion is defined as the movement of an employee from one classification to another classification with a higher salary range designation.
3. Demotion: Demotion is defined as the movement, voluntary or involuntary, to a position on a lower salary range. In the case of a demotion, the employee shall receive the salary on the lower range at the step earned in the former position.
4. Vacancy: A vacant position is a bargaining unit position, which is created, when an employee permanently leaves the position or when the Employer creates a new position.

B. Procedures for Filling Vacancies:

1. All vacancies will be posted internally for 5 working days on the bulletin board designated at each work site. Copies of postings will be sent to the Union president.
2. Transfer requests received within the 5 working day posting period, based on seniority, will be granted before positions are advertised externally.

The Employer, however, may fill vacancies from internal requests outside of seniority order in order to meet specific language needs or program needs. Program needs means any specific experience or cross training in the program area of the vacancy. For example, if the vacancy requires early childhood development skills and/or experience, a transfer request from an employee with such experience may be granted over a request from a more senior employee without such experience or cross training. Except for specific language needs or program needs, seniority shall be the determining factor in filling a vacancy through transfer requests.

3. After the 5 working day posting period has ended, employees who: (1) meet the minimum qualifications of the vacant position; (2) have completed one year of service; and (3) are not on a corrective action plan may apply for the vacancy or may submit an application requesting to be moved from one classification to another. If an employee meets the criteria set forth above, the employee will be interviewed.

4. After the five working day posting period has ended, the Employer may interview simultaneously internal and external candidates for bargaining unit vacancies; however, internal candidates for bargaining unit positions will be given preferential consideration by being given additional points equal to 10 percent of the total possible points by each member of the interview panel.
5. Internal applicants who meet the minimum qualifications for non-bargaining unit promotional vacancies shall be interviewed prior to external candidates; however, additional points will not be added.

C. Filling Promotional Vacancies:

1. Internal applicants who meet the criteria set forth in Section 36B(3) for bargaining unit vacancies shall be interviewed, together with qualified external applicants. Internal applicants shall be given priority consideration by being given additional points equal to 10 percent of the total possible points by each member of the interview panel. The members of the interview panel will independently rank applicants without discussion. The interview panel will forward the name of the highest-ranking candidate to the appropriate managers, subject to reference checks for outside candidates. The interview panel may include a bargaining unit member appointed by the Union from the classification of the vacancy.
2. Internal applicants for non-bargaining unit promotional vacancies shall be interviewed prior to any interviews of external candidates.

D. Involuntary Transfers:

1. An involuntary transfer may be initiated by the Employer at any time if such transfer is determined to be in the best interest of the consumers or the Regional Center based on work-related needs.
2. If there is a need to make an involuntary transfer due to a staff overage or shortage at an office, the Employer will first ask for volunteers. If there are no volunteers, the Employer will consider program experience, language skills and seniority. If program experience and language skills are equal, the least senior employee shall be involuntarily transferred. If the least senior employee has a disability, which prevents the employee from physically transferring to another office, a reasonable accommodation should be made to enable that employee to continue working, and the next least senior employee shall be involuntarily transferred.
3. If there is a need to make an involuntary transfer, the employee shall be given notice as soon as possible, and shall be informed of the reason(s) in writing prior to such action. The employee and a Union representative shall be afforded an opportunity to meet with the Employer regarding the involuntary transfer prior to its implementation. In the event that the Employer does an involuntary transfer of an employee to a location more than 20 miles from the employee's present work location, the Employer agrees to authorize the reimbursement of mileage in excess of the employee's previous regular

commute mileage for the first 60 working days following the involuntary transfer.

4. Employees who are transferred shall retain their same pay step and anniversary date and shall not be required to serve any additional probationary period.

SECTION 37 – GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim or dispute, including any claim or dispute relating to discipline or discharge, by an employee, the Union, or the Employer, concerning the interpretation, application or alleged violation of a specific provision of this Agreement.
- B. The parties pledge their active, aggressive and continuing efforts to secure prompt disposition of complaints or disputes. Consequently, every grievance by the Union or an employee shall first be taken up orally by the employee and/or a shop steward with the immediate supervisor, who will attempt to settle the matter. The Union or grievant will clearly identify the discussion as an informal grievance meeting and will identify the Agreement section under discussion.
- C. If the alleged grievance is not settled, it shall be reduced to writing. Such written grievance shall contain the following:
 1. Clear statement of the nature of the grievance.
 2. The contract section in question.
 3. The date the oral discussion took place and who participated.
 4. The date of the occurrence of the action upon which the grievance is based.
 5. The proposed resolution to the grievance.
 6. The date of the execution of the grievance letter.
 7. Signature(s) of the grievant and/or of the Union Representative.

The grievance shall be filed with the appropriate Department Head within 20 calendar days following the date the grievance occurred or within 20 calendar days of the date the grievant reasonably should have known of the facts giving rise to the grievance.

- D. The appropriate Department Head shall respond, in writing, to the grievance within 10 calendar days. If the employee or the Union is not satisfied with this response, the grievance shall be submitted within 10 calendar days after receipt of the Department Head's response to the Director.
- E. Within 10 calendar days after the written employee or Union grievance has been filed with the Director, and as the initial step of an Employer grievance, the Business Agent or other authorized Union representative shall meet with the Executive Director or

designee in an attempt to resolve the grievance. Within 10 calendar days after such meeting, the Director shall render an answer in writing.

- F. If an unsatisfactory answer is received, the grievance may be directly referred to arbitration. The request for arbitration must be made, in writing, within 20 calendar days after receipt of the answer.
- G. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitration within 7 calendar days after receipt of the written request for arbitration, either party may request the California State Conciliation Services to submit a list of 7 representative arbitrators. Each party shall alternately strike 3 names from this list, until the remaining person is selected as arbitrator.
- H. A discharge arbitration shall commence within 12 months of the date of discharge unless there is mutual agreement in writing signed by representatives of both the Employer and the Union to extend this timeline or unless good cause exists due to extraordinary circumstances about which both parties have notice. If mutual agreement cannot be reached and there is a dispute about whether good cause exists for the extension, the dispute shall be submitted separately to the arbitrator by a written motion before the arbitration hearing, and if the arbitrator finds that there was not good cause to extend the timeline, the grievance shall be considered withdrawn. Unless there is mutual agreement or good cause is found to exist for an extension, a discharge grievance which does not commence by the anniversary of the date of discharge shall be considered withdrawn.
- I. If any questions arise as to the arbitrability of a grievance, such question will be ruled upon by the arbitrator in a bench decision at the time of the hearing. The arbitrator must resolve issues of arbitrability before hearing the substantive matters. In the event that a case is submitted to an arbitrator on which he/she has no power to render a decision, an arbitrator shall make this ruling at the hearing and shall make no recommendation on the merits of the case.
- J. All expenses for the actual arbitration shall be paid equally by the Employer and the Union, except that each party shall be responsible for the expenses of its own attorney and/or witnesses. If an arbitrator is scheduled and either party withdraws the grievance prior to the actual arbitration and arbitrator fees are incurred, the party withdrawing the grievance shall pay the entire arbitration fee.
- K. The determination of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to add to or depart from the terms of this Agreement.
- L. Time limits may be extended or waived only by mutual agreement of the parties. If the Employer fails to respond within the specified period of time without such extension or waiver, the grievance shall automatically move to the next step.
- M. The parties recognize that the grievance and arbitration sections of the contract are and shall remain in full force and effect except as modified herein) even if the State of California disapproves the expenditure of funds by San Andreas Regional Center, Inc.,

for expenses incurred under this section. If the State should disapprove such funds, San Andreas Regional Center, Inc., will not be required under the contract to proceed (to process grievance, arbitrate, reopen or renegotiate) unless and until the State has approved the expenditure of reasonable funds for such purposes (recognizing that representation is necessary in certain cases) but, should the State fail to approve such expenditures, the parties shall, consistent with this Agreement, use their best efforts to persuade the State to approve such funds.

SECTION 38 – NO STRIKE, NO LOCKOUT

There shall be no work stoppages of any kind during the term of this Agreement by strike, lockout or otherwise. All matters in dispute shall be settled in accordance with the grievance and arbitration procedures set forth herein.

SECTION 39 – SAFETY AND HEALTH

The Employer shall make reasonable provisions for the safety and health of the employees in accordance with the requirements of the laws of California.

The Union Shop Steward may report to the Employer, in writing, any possible health or safety hazards. The Employer shall promptly respond in writing on what actions have been taken or are to be taken to alleviate the problem. If the Shop Steward feels that the Employer is not taking sufficient action to maintain safe and health conditions, he/she may take the matter before any State or Federal Agency. The Employer agrees to take no retaliatory action against any Shop Steward for this action in accordance with this provision.

SECTION 40 – WORKING CONDITIONS

- A. Preservation of Benefits - A worker's rate of compensation (including wages, fringe benefits and seniority) will not be reduced because of the introduction of technological change in the workplace.
- B. Employees who become pregnant will have the option of discontinuing use of video display terminal's ("VDT") that utilize cathode ray tubes and being reassigned to other work; or the person may immediately go on unpaid leave of absence.
- C. Safety and Health –
 - 1. Rooms where VDT's are used shall have provisions for adequate reduction of glare.
 - 2. Each employee operating a VDT shall be trained in the use of such equipment and, upon request, will be provided information about health factors.
 - 3. Each VDT will be maintained by qualified personnel as often as necessary to assure proper working condition.
- D. Chairs and Desks - Chair height will be matched to the individual characteristics of the employee using a VDT. Chairs shall be adjustable for height, back and tension. Upon request, the Employer will make available glare screens and wrist rests as necessary to

assure employee comfort and safety. Employees will have the ability to sit at least 24 inches from the VDT screen. Workers will be seated at least 4 feet from sides or backs of VDT'S.

SECTION 41 – SAVINGS CLAUSE

This Agreement and its term are subject to review by the State of California to the extent required by the contract between the State and the Employer.

To the extent that any provision of this Agreement is contradictory to guarantees and/or regulations of the Regional Center Operations Manual or the contract between the State and the Employer, as finally determined by the State of California, the parties shall reopen for discussion, within 30 days, those terms or provisions to resolve such problems.

In the event that any of the provisions of this Agreement shall be held to be in violation of any State or Federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall renegotiate any Section-determined invalid within 30 days.

SECTION 42 – MANAGEMENT RIGHTS

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

1. The determination or modification of Employer's goals and objectives, including the determination or modification of the nature and scope of Employer's functions, the determination or modification of the size, number, location and function of Employer's organizational units or other activities;
2. The specification and acquisition of apparatus, equipment or other materials, including program materials, and the use of such apparatus, equipment or material;
3. The establishment of methods of operation and procedures, including, for example, program and client evaluation procedures and the institution of technological alterations in processes or equipment of both;
4. The expansion or contraction of Employer's services generally, or any activity or function specifically, and the determination of appropriate staffing levels within the bargaining unit generally, or any department, activity or function specifically;
5. The direction of the working force, including the right to determine within scope of job classification (Section 25), work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Agreement;
6. The recruitment, utilization and assignment of volunteers (including student interns) to assist and supplement the regular staff. Such volunteers will not be considered members of the bargaining unit, shall not be used as replacements for members of the

- bargaining unit on a temporary or permanent basis, shall not be paid a salary, and shall not be responsible for carrying any specific cases;
7. The employment, 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;
 8. The contracting with consultants and specialists to perform special assignments under direct supervision; it being understood and agreed that the regular staff will cooperate with such consultants and specialists in the performance of their assignments; provided that monies from the Personal Services portion of the budget shall not be used to subcontract for services which would permanently displace a bargaining unit position;
 9. The design and implementation of safety programs and plans for increased efficiency;
 10. The determination of employee qualifications;
 11. The right to select and hire new employees including temporary employees;
 12. The right to determine and reward meritorious performance;
 13. The right to select or employ supervisory employees (although the Employer shall give due consideration to possible promotion from within);
 14. The right to determine the number of hours worked, the schedule of the workday, schedule of lunch time and break times, the amount of overtime to be worked, if any, and the employees working such overtime, except as otherwise provided for in this Agreement;
 15. The right to determine the scheduling of vacations and other time off; and
 16. The right to establish and enforce reasonable rules and regulations pertaining to conduct and deportment of employees, such reasonableness being subject to the provisions of Section 37 (Grievance Procedure).

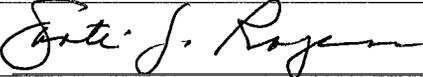
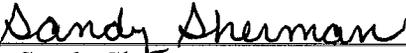
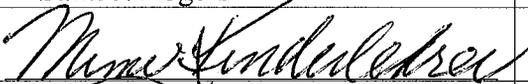
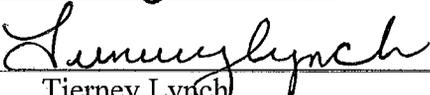
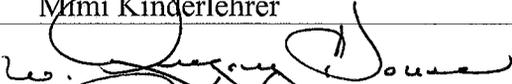
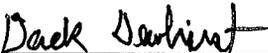
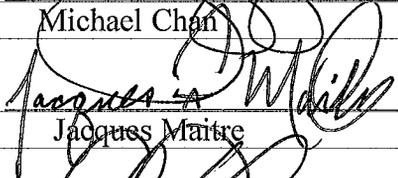
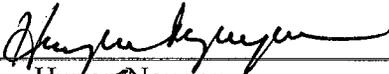
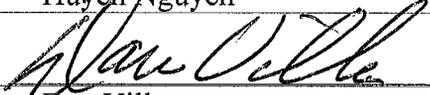
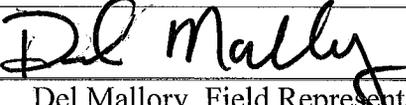
SECTION 43 - TERM OF AGREEMENT

It is agreed by the Union and the Employer that this Agreement shall remain in full force and effect from September 1, 2008 through August 31, 2011. In April 2010 and 2011, either party may request a re-opener for negotiation of salaries and/or benefits and/or up to two non-economic issues. Each re-opener shall be for the current fiscal year, respectively.

SECTION 44 – EFFECT OF AGREEMENT

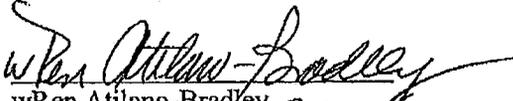
The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. These terms and conditions may be altered, changed, added or deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitations, the right and

opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by police or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item actually contained within this Agreement or which was subject to discussion during these negotiations during the terms of this Agreement except as specifically authorized herein.

FOR THE EMPLOYER:	FOR THE UNION:
SAN ANDREAS REGIONAL CENTER	SEIU, LOCAL 521
By:  Santi J. Rogers	By:  Sandy Sherman
By:  Mimi Kinderlehrer	By:  Tierney Lynch
By:  Michael Chan	By:  Derek Dewhirst
By:  Jacques Maitre	By:  Huyen Nguyen
By:  Adam Fiss	By:  Dan Villa
	By:  Del Mallory, Field Representative

SAN ANDREAS REGIONAL CENTER AND
SEIU LOCAL 535
SIDE LETTER OF AGREEMENT
September 13, 2005

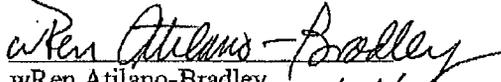
San Andreas Regional Center agrees to provide the Union with an actuarial valuation for modifying the retirement plan from the average of the highest three years of salary to the single highest year of salary for purposes of calculating employees' retirement benefit. This issue may at either parties' request be re-opened during the parties' negotiations potentially scheduled for August 2006.


wRen Atilano-Bradley 9-13-05
SEIU Local 535

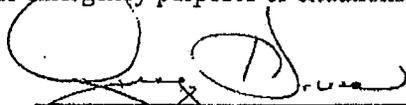

Greg House 9.13.05
San Andreas Regional Center

SAN ANDREAS REGIONAL CENTER AND
SEIU LOCAL 535
SIDE LETTER OF AGREEMENT
September 13, 2005

San Andreas Regional Center agrees to provide a memorandum to all management staff within thirty (30) calendar days of ratification of the Collective Bargaining Agreement. The memorandum shall notify management employees that unit members are not required to use their personal cell phones for work nor will management employees request personal cell phone numbers from unit members. Nothing in this agreement precludes an employee from voluntarily providing his/her manager with his/her cell phone number or agreeing to being contacted on his/her cell phone for work purposes, San Andreas will make available in each office a cell phone for management employees to provide to bargaining unit employees to use for emergency purposes or situations of a critical nature.


wRen Atilano-Bradley
SEIU Local 535

9/13/05


Greg House
San Andreas Regional Center

9.13.05

APPENDIX A

SAN ANDREAS REGIONAL CENTER
BARGAINING UNIT SALARY SCHEDULE
September 1, 2009

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
PYSCHOLOGIST	5,615	5,896	6,190	6,499	6,824
NURSING SPECIALIST II	4,908	5,153	5,411	5,681	5,965
DEV. CENTER SPECIALIST	4,074	4,277	4,491	4,715	4,952
QA SPECIALIST/NC	3,694	3,880	4,074	4,277	4,491
RESOURCE SPECIALIST/NC	3,694	3,880	4,074	4,277	4,491
QA SPECIALIST/OC	3,880	4,074	4,277	4,491	4,715
RESOURCE SPECIALIST/OC	3,880	4,074	4,277	4,491	4,715
WAIVER CERT. SPECIALIST	3,694	3,880	4,074	4,277	4,491
SERVICE COORDINATOR	3,694	3,880	4,074	4,277	4,491
FISCAL MONITOR	3,212	3,372	3,540	3,717	3,903
VEND. & RATE SPECIALIST	3,212	3,372	3,540	3,717	3,903
COMMUNITY SVCS. ANALYST	3,212	3,372	3,540	3,717	3,903
INFO. SYSTEMS SPECIALIST	3,771	3,959	4,157	4,364	4,584
FISCAL ASST. III	2,468	2,590	2,720	2,855	2,998
UNIT SECRETARY	2,409	2,530	2,656	2,790	2,929
OFFICE ASSISTANT II	2,047	2,150	2,257	2,369	2,486
OFFICE ASSISTANT	1,683	1,767	1,855	1,948	2,046
CONSUMER RELATIONS SPEC.	1,954	2,051	2,154	2,262	2,375

APPENDIX A

APPENDIX B

SAN ANDREAS REGIONAL CENTER

TELECOMMUTING
AGREEMENT

The following constitutes an agreement between San Andreas Regional Center and

Name of Employee

POLICY

Management may approve an employee's request to telecommute for the purpose of providing a flexible work environment that supports the employee's and agency's productivity.

DEFINITIONS

Telecommuting - performing compensable work at an alternate work site other than the agency office.

Telecommuter - permanent employee who is approved to work a telecommute schedule.

Alternate work site - employee's residence of record or pre-approved location.

Primary work site - San Andreas office to which employee is assigned.

TERMS AND CONDITIONS

This telecommuting agreement is subject to the following terms and conditions:

TELECOMMUTING GUIDELINES

Telecommuting is a voluntary arrangement entered into by a permanent employee and the agency. There is no requirement that the employee must telecommute and no agency obligation that the employee may telecommute.

Management shall perform a review of the employee's job assignment and the nature of the request to telecommute. The types of job positions that may qualify for telecommuting are those that are independent with tasks that can successfully be performed in isolation, such as case management tasks, that would require minimal face-to-face communication or presence at the agency site.

Based upon the needs of the agency, the San Andreas management, at its discretion, may rescind or modify the employee's telecommuting schedule as required. The telecommuter must be willing to alter his/her work schedule to meet the business needs of the agency such as on- and

off-site meetings with consumers, families and vendors.

This Telecommuting Agreement will document the type of work to be performed and when the telecommuter will be at the primary work site. The employee must complete a Telecommuting Agreement and forward the document to his/her management for approval prior to starting a telecommute schedule. This document will include a statement that the employee will be available by phone and will periodically call in for messages (no less than every 2 hours).

Telecommuting is a cooperative arrangement between management and employee, not an entitlement, and is based upon:

- The needs of the job, the employee's unit and the agency
- Productivity gains
- The employee's past and present levels of performance, attendance and conduct

DURATION

This agreement will be valid for a period of [specify term] beginning on [start date] and ending on [end date]. Within 30 days prior to the end of this agreement, both parties will participate in a review which can result in the reactivation of the agreement.

WORK HOURS

Employee's work hours and work location are to be specified in the agreement to telecommute. Employee shall work no more than a total number of 7.5 hours between the hours of 7 am and 7 pm on the defined alternative site work days. Travel time to and from the alternate and primary work sites is not compensable. On days that the telecommuter is required to come to the primary work site when he/she otherwise would be telecommuting, the employee will not be reimbursed for mileage.

The telecommuter will manage dependent care and personal responsibilities in a manner that allows them to successfully fulfill all task requirements with limited disruptions. Telecommuting is not intended to substitute for daycare or dependent care. The employee must be able to devote a full 7.5 hour workday to their job duties. Employee's time and attendance will be recorded as performing assigned duties at the alternative work site.

TRAVEL

All travel reimbursement will be based on the employee's alternative work site.

TIME OFF

Employees must obtain approval before changing their schedule as agreed upon and in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of schedule changes.

OVERTIME

All overtime must be approved in advance in accordance with existing San Andreas policy and procedures.

BUSINESS OWNED EQUIPMENT

In order to effectively perform their assigned tasks, employees may use San Andreas' equipment at the telecommuting location with the approval of San Andreas. The equipment must be protected against damage and unauthorized use. All San Andreas owned equipment will be serviced and maintained by San Andreas. Any equipment provided by the employee will be at no cost to San Andreas, and will be maintained by the employee. Only software assigned by San Andreas is to be permanently stored on any computer. San Andreas may provide the following equipment, subject to availability, : laptop computer, portable printer, mouse, computer connection cables, surge protector, and consumable office supplies. All equipment is to be signed out from San Andreas for a specified period of time and to be returned to San Andreas as agreed. The employee is to be responsible for all equipment that has been signed out for this purpose. Any equipment signed out must be returned before the employee leaves employment with San Andreas.

REIMBURSEMENT

San Andreas will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. San Andreas will not be responsible for any internet provider costs. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for San Andreas. Any business related tool or other long distance charges will be reimbursed by San Andreas upon submission of a Voucher for Employee Reimbursement along with a copy of the phone bill. San Andreas shall not purchase work stations or related items as a result of the employee electing to participate in the telecommuting program.

WORKERS' COMPENSATION

The employee is covered under the Workers' Compensation Law if injured in the course of performing official duties at the telecommuting location. Any injury as a result of agency work at the alternate work site must be immediately reported to both management and Workers' Compensation Administrator. Such Worker's Compensation claims are subject to the same documentation and investigation policies and practices required at the primary work site.

LIABILITY

San Andreas will not be liable for damages to the employees' property that result from participation in the telecommuting program.

CONFIDENTIALITY

No original document may be removed from any San Andreas office. The employee will be responsible for the security and care of all agency materials and property. The employee will ensure that no confidential consumer information is disclosed to unauthorized persons.

RESPONSIBILITIES

Employee shall:

- Adhere to this policy and submit a Telecommuting Agreement to management for their approval.
- Prior to starting a telecommute schedule, agree to the statement of work to be performed.
- Inform management in advance of any changes to conditions of the telecommuting agreement in writing.
- Comply with agency timekeeping requirements in accordance with policy.
- Ensure any agency assets including confidential consumer information is secure and returned immediately when no longer working a telecommuting schedule.

Management shall:

- Establish and discuss clear and specific goals with the telecommuter.
- Monitor and review the performance and contributions of the employee on an on-going basis.
- Approve any costs associated with the telecommuter.
- Forward the approved Telecommuting Agreement to Personnel and retain a copy of the agreement.

The following hours and locations are agreed to in support of the Telecommuting Agreement.

Primary Business Location:

Telecommuting Location:

General Work Hours:

Day	Hours	Location (home, office, other)
-----	-------	--------------------------------

Monday:

Tuesday:

Wednesday:

Thursday:

Friday:

Saturday:

Sunday:

Comments (Schedule flexibility, etc.):

San Andreas: _____

Date: _____

Employee: _____

Date: _____

Address: _____

City: _____

State and Zip: _____

Home phone: _____

Contact/cell phone _____

Pager _____

Home e-mail address _____

Distribution list: Original - Personnel file

Copy: - Employee

Copy: - Supervising District Manager

WEINGARTEN RULES AND RIGHTS

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

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

The following rules apply when an investigatory interview occurs:

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

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

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

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

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

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



KNOW YOUR RIGHTS!

It is extremely important to know your rights when you are called in to a meeting with your supervisor or an administrator.

1. You have the RIGHT to ask what the meeting will be about and what will be discussed.
2. If the purpose of the meeting is an INVESTIGATION which may lead to DISCIPLINE or if you have reason to believe you may be disciplined as a result of the meeting, you have the RIGHT to have a union representative (e.g., business agent, shop steward, attorney) present. You must invoke this right (in other words, ask for it) as the employer is not required to offer it.
3. If a representative is not available at the time of the meeting, you have the RIGHT to ask that the meeting be postponed until such time as your representative can be available.
4. If your employer insists or orders you to attend the meeting, follow these steps:
 - (a) Attend the meeting (to avoid being accused of insubordination).
 - (b) At the beginning of the meeting, inform the person conducting the meeting that—
 - You are there under protest.
 - You intend to file a grievance because you have been denied your right to have a representative present.
 - You intend to stay in the meeting but will not participate in any discussion — you have the RIGHT to remain silent.
 - (c) Take notes of what is said to you.
5. If you attend a meeting that starts off being routine (regularly scheduled conference, work review, informational session) but during the course of the meeting you feel you are being harassed, intimidated, accused, or disciplined, you have the RIGHT to request to have a representative present for the rest of the meeting and/or a RIGHT to call a halt to the meeting until a representative can be present. If your request is denied, follow the steps listed above.
6. If your employer asks whether you agree to have the meeting tape recorded or have a stenographer present, you have the RIGHT to ask that the meeting not be conducted under these conditions. If your employer insists, against your objections, in taping or officially recording the meeting, state on the record that you do not agree to this and remain silent.

Your employer knows what your rights are, but you cannot assume they will abide by them. If you don't know what your rights are and don't insist that your rights be observed, you have, in effect, given them up.

If you have further questions about your right to union representation, contact your shop steward or call your union office.