

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

November 26, 2024 – 1:30 p.m.

Final Tentative Agreement

The bargaining teams tentatively agree to the following to resolve all items which were opened or which could have been opened for negotiations for a successor agreement to the 2021-2024 collective bargaining agreement. The individual members of both bargaining teams agree to support ratification of this final tentative agreement by the bargaining unit members and the ACRC Board of Directors.

**Section 1 – Recognition**

The bargaining teams tentatively agree to revise Section 1 as follows:

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

“Confidential employees” are those as defined in the National Labor Relations Act.

The following classifications are excluded from the bargaining unit:

Auditor

Client Advocate

~~System Operator~~ System Developer/Engineer

Financial Analyst reporting directly to the Controller/Finance Manager

Human Resources Associate

Legal Services Specialist

Human Resources Generalist

~~Sandis/Client Database Coordinator~~ ERP/Client Database Specialist

~~MIS Support Tech II~~ IT Specialist II

~~MIS Support Tech III~~ IT Specialist III

Office Assistant IV reporting to the Director of Clinical Services

Executive Assistant

Facilities Assistant to the General Services Manager

Payroll/AP Associate

Training Specialist

~~Payroll Coordinator~~ Payroll Specialist

POS Analyst

~~Systems Engineer~~ Infrastructure & Security Engineer

Any subsequent changes in job titles for these classifications shall not impact their ongoing exclusion from the bargaining unit.

## **Section 6 – Vacation**

The bargaining teams tentatively agree to revise Section 6.H. as follows:

- H. Catastrophic Donation - Upon a request from an employee, Employer in its sole discretion may permit an employee to donate any or all accrued and unused vacation hours in excess of eighty (80) hours to a fellow employee on an extended Medical Leave or Family Medical Leave or who has suffered some other catastrophic event which does not qualify for extended Medical Leave or Family Medical Leave. A similar request may be made to donate earned but unused Longevity Leave. Such a request shall not be unreasonably denied. The employee receiving the donation will receive hours in his or her bank of vacation accrual benefits, which the receiving employee may then utilize at the receiving employee's wage rate, provided that all rules regarding use of vacation are followed.

The bargaining teams tentatively agree that all other language in Section 6 shall remain at status quo, with no change in current contract language.

## **Section 7 – Sick Leave**

The bargaining teams tentatively agree to add the following language as new Section 7.J.:

- J. Because this Agreement provides paid sick leave to all employees (beginning on the date of hire) and meets all other requirements under Labor Code Section 245.5.(a)(1), the parties agree that the Healthy Workplace Healthy Family Act of 2014 does not apply. If any local ordinance or rule is enacted that would apply to work within the City or County of Sacramento, or other city or County where bargaining unit members are employed, the parties will promptly meet and confer to ensure that the paid sick leave provided by this Agreement meets the standards of any such local ordinance or rule.

The bargaining teams tentatively agree that all other language in Section 7 shall remain at status quo, with no change in current contract language.

### **Section 9 – Other Leaves**

The bargaining teams tentatively agree to revise Section 9.A. as follows:

#### **A. Bereavement Leave**

1. Paid bereavement leave will be granted for up to forty (40) hours to all regular and introductory full-time and part-time employees who are regularly scheduled to work 20 hours or more per week, who request such leave due to the death of a member of their family (spouse, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, grandchild, domestic partner, parent, stepparent, or the person who served as the primary raiser, or those of the employee's spouse or domestic partner). Eligible part-time employees will be paid on a pro-rata basis.
2. Request for bereavement leave should be directed to the employee's immediate supervisor, Director, or the Executive Director or designee. Such leave will be granted at the discretion of the employee's immediate supervisor, Director, or the Executive Director, in consultation with Human Resources. Such time shall not be charged to sick leave or vacation leave, but shall be documented and recorded as paid bereavement leave.
3. Bereavement leave must be completed during the three (3) month period after the death of the person for whom the employee is taking leave. An employee may request that bereavement leave be completed within six (6) months, and such request may be granted/denied at the discretion of the Agency.
4. An employee may request additional time away from work for the death of a family member to be charged against accrued sick leave, vacation leave, and or/longevity leave. Approval of such requests will be at the discretion of the Human Resources Manager or Director or the Executive Director or designee.

The bargaining teams tentatively agree that the language in Section 9.B. and 9.C. shall remain at status quo, with no change in current contract language.

### **Section 15 – Hiring, Introductory Period, and Evaluation**

The bargaining teams tentatively agree to add the following language as Section 15.E.:

- E. "Bridging" Of Introductory Period – Employees with three or more years of service at ACRC who leave employment and are subsequently re-hired

within five (5) years will not need to serve a new initial introductory period upon being re-hired.

The bargaining teams tentatively agree that the language in Section 15 shall remain at status quo, with no change in current contract language.

## **Section 18 – Scheduling**

The bargaining teams tentatively agree to the following changes to Section 18.A.1:

- A. Starting and Ending Time
1. The Employer agrees that employees may, upon receiving supervisory approval, make a permanent change in their starting time and quitting time. The employee may request an eight (8) hour schedule (or nine (9) or ten (10) if on an AWS) with a starting time beginning as early as 6:00 a.m., or a quitting time ending as late as 7:00 p.m., so long as the schedule involves working an eight (8) hour day (or nine (9) or ten (10) if on an AWS), and so long as the employee selects either a 30 minute or a 60 minute meal period. When an employee requests such a schedule, it is a permanent change that must be adhered to, and such permanent change can be made only if supervisory approval is given after the supervisor considers the needs of the job, the Agency, and the client. However, on days when an employee reports to work at an ACRC office, the start time of the workday can begin no earlier than 7:00 a.m., and the ending time can be no later than 6:00 p.m.

The bargaining teams tentatively agree that Sections 18.A.2 through 18.C.5.b shall remain at status quo, with no change in current contract language.

The bargaining teams tentatively agree to the following changes to Section 18.C.5.c.:

- c. On any of the above schedules, work hours must fall between 6:00 a.m. and 7:00 p.m., Monday through Friday. They are to be approved in advance by the unit supervisor. However, on days when an employee reports to work at an ACRC office, the start time of the work day can begin no earlier than 7:00 a.m., and the ending time can be no later than 6:00 p.m.*

The bargaining teams tentatively agree to add the following language as section 18.C.10:

10. OFFICE ASSISTANTS

a. Effective May 1, 2025, Office Assistants (other than those identified below as being ineligible) who have completed their introductory period may elect to work under a 9/8/80 Work Schedule. Only Fridays may be scheduled as the day off.

b. The provisions of Article 18 C shall apply to Office Assistants, with the following exceptions:

1) The following Office Assistants are not eligible for an Alternate Work Schedule: Office Assistants working at branch offices (any office other than the Sacramento Headquarters Office), Office Assistants working on Inter Regional Center Transfers (IRCT), Office Assistants assigned to Receptionist duties. Office Assistants assigned to mail duties shall not be eligible for an Alternate Work Schedule until they are cross-trained to perform other Office Assistant duties, and until other Office Assistants are cross-trained to perform mail duties.

2) Office Assistants must report to work at their designated Agency's offices five days per week, and are not eligible for remote work.

3) Work hours for Office Assistants must fall between 7:00 a.m. and 6:00 p.m., Monday through Friday. They are to be approved in advance by the unit supervisor.

4) Up to 25% of Office Assistants on any 9/8/80 schedule in any single supervisor's unit can be scheduled off on any given Friday.

5) If application of this Agreement results in more than 25% of the Office Assistants in any single supervisor's unit having a scheduled AWS day off on any given day, then the employees shall consult and attempt to develop a solution, which shall be subject to the approval/disapproval of the supervisor. If the employees cannot reach agreement, then preference in scheduling shall be given based on seniority date, which is defined as the most recent date of hire or reinstatement.

The bargaining teams tentatively agree that all other language in Section 18 shall remain at status quo, with no change in current contract language.

## **Section 21 – Hours of Work and Overtime**

The bargaining teams tentatively agree to revise section 21 by adding the following language as new Section 21.A. and 21.B., with subsequent subsections re-numbered accordingly:

A. Employees are entitled to receive pay for all hours worked, overtime and minimum wages, meal breaks, rest breaks, and other protections of California law as described in the Employer’s policies and Industrial Welfare Commission Wage Order 4 (the “Wage Order”). The Wage Order is expressly incorporated in this Agreement. In the event of a conflict between any of the Employer’s Policies and the Wage Order, the Wage Order shall govern. All alleged violations of the Wage Order or employee rights memorialized in the Wage Order shall proceed exclusively through the grievance and arbitration procedure set forth in Section 29 of this Agreement, and not in any other forum (including a court or administrative agency).

B. Employees will be paid for all “hours worked” and the concept of “hours worked” will be informed by past practice, any arbitration awards, any precedential grievance settlements, and generally accepted standards in the industry. Employees may address issues relating to alleged failure of the Employer to pay for all hours worked by addressing the same directly with their immediate supervisor or the Human Resources Department. The Union may also assert such issues on behalf of individual employees. This process for review is designed to ensure that employees are paid for all hours worked, as defined by the law and/or by this Agreement.

The bargaining teams tentatively agree that all other language in Section 21 shall remain at status quo, with no change in current contract language.

## **Section 23 – Salaries**

The bargaining teams tentatively agree to delete the current language of Section 23.A and replace it with the following:

A. 1. On December 15, 2024, the Salary Table will be restructured by eliminating current Step One and current Step Two, renumbering current Step Three as new Step One, renumbering current Step Four as new Step Two, and so on, and adding new steps Seven and Eight. New Step Seven will be five percent (5%) greater than current Step Eight, and new Step Eight will be five percent (5%) greater than new Step Seven. Employees in Steps One and Two on December 14, 2024 shall be placed in Step One on the new Salary Table on December 15, 2024. The anniversary date for purposes of step advancement for these employees will be re-set to December 15. Employees in all other steps on the Salary Table will retain their current rate of pay

and their current anniversary date for step advancement, but their step placement will be adjusted by two steps. The following table shows the step placement and anniversary date for employees:

<u>Step as of December 14, 2024</u>	<u>Step on December 15, 2024</u>	<u>Anniversary Date</u>
<u>1</u>	<u>1</u>	<u>Change to December 15</u>
<u>2</u>	<u>1</u>	<u>Change to December 15</u>
<u>3</u>	<u>1</u>	<u>Unchanged</u>
<u>4</u>	<u>2</u>	<u>Unchanged</u>
<u>5</u>	<u>3</u>	<u>Unchanged</u>
<u>6</u>	<u>4</u>	<u>Unchanged</u>
<u>7</u>	<u>5</u>	<u>Unchanged</u>
<u>8</u>	<u>6</u>	<u>Unchanged</u>

This restructuring will not result in any immediate change in wage rates for any employee - any wage adjustments resulting from this restructuring shall be implemented on the anniversary date of the impacted employees. For example: an employee at current Step Eight with an anniversary date of February 1 will be placed on new Step Six on December 15, 2024, with no change in their wage rate at that time; on February 1, 2025, the employee will move to new Step Seven, which will result in a 5% increase in their wage rate.

2. Effective no later than the second full pay period following the full ratification of this Agreement first by the employees and then by the Board of Directors, the Salary Table shall be increased, across-the-board, by five percent (5%).
3. Effective the first full pay period of January 2026, the Salary Table shall be increased, across-the-board, by two percent (2%).
4. Effective the first full pay period of January 2027, the Salary Table shall be increased, across-the-board, by four percent (4%).
5. Effective no later than the second full pay period following the full ratification of this Agreement first by the employees and then by the Board of Directors, Associate Service Coordinators shall be paid at 130% of the California state minimum wage. The wage rate for Associate Service Coordinators shall not be impacted by the Salary Table restructuring referenced in section A.1, nor by the annual adjustments identified in A.2,

above. Associate Service Coordinators are not be eligible for step increases or negotiated annual increases in pay.

6. For Physicians, the provisions of section A. 1, above, shall not apply.

7. For Psychologists, the provisions of section A.2, above, shall not apply.

## 8. ONE TIME PAYMENTS

a. One-Time Payment For Employees Employed On Or Prior to June 30, 2024. Each bargaining unit employee whose most recent date of hire with ACRC was on or prior to June 30, 2024, who is still employed by ACRC up to December 20, 2024, shall receive a one-time payment equivalent to four percent (4%) of their actual regular straight-time and overtime wages paid (including any stipends paid on an hourly basis, such as the bilingual stipend), for the time period of July 1, 2023 – June 30, 2024. The parties agree that this payment is not a “flat sum” bonus, as employees will receive different payment amounts based on hours worked. These payments will be made on or before December 20, 2024.

b. Expense Reimbursement. Because it is often difficult to precisely calculate the amount of reasonable and necessary business expenses which are incurred by an employee when working remotely, upon ratification of this Agreement, all full-time bargaining unit members whose most recent date of hire with ACRC was on or prior to June 30, 2024, shall receive a one-time stipend to cover costs and expenses that may have resulted from working remotely. The stipend shall be \$60 per month (pro-rated for regular part-time employees) worked by the employee in the 2023-2024 fiscal year or a stipend of \$400, (pro-rated for regular part-time employees) whichever is greater. Each bargaining unit employee whose most recent date of hire with ACRC was on or after July 1, 2024, who is still employed by ACRC as of December 20, 2024 shall receive a one-time stipend of \$400 to cover costs and expenses that may have resulted from working remotely.

c. The payments identified in sections 4.a. and 4.b, above will be made on or before December 20, 2024. Employees hired on or after November 1, 2024 shall not be eligible for these payments.

The bargaining teams tentatively agree to revise Section 23.B. to read:

B. The payroll schedule consists of 26 checks per year. The actual number of hours reflected on each check will depend on the number of hours actually worked – the dollar amount of each paycheck will fluctuate. Pay day will be every other Friday and will occur one week after the pay period ends. If the payday falls on a bank holiday, the payday will be moved to the prior business day. Employee claims of any paycheck errors shall be brought to the attention of the Agency in writing within a reasonable period of time, under the circumstances, and the Employer shall promptly investigate and resolve any such claims as necessary.



The bargaining teams tentatively agree that Section 23.C through Section 23.D. shall remain at status quo, with no change in current contract language.

The bargaining teams tentatively agree to the following changes to Section 23.E:

- E. Bilingual Pay - Where an employee serves in a position in which the Employer in its sole discretion expects and requires the employee regularly to use a different language, including Sign Language, said employee will receive bilingual pay of one dollar (\$1.00) per paid hour. Effective with the first full pay period following May 1, 2025, the rate shall be increased to one dollar and twenty-five cents (\$1.25) per hour, and one dollar and seventy-five cents (\$1.75) per hour for employees who pass a language proficiency test identified by the Agency, at regular intervals as designated by the Agency. Eligible employees will not be required to record actual hours spent performing bilingual duties in order to receive bilingual pay. The Employer reserves the right to identify additional positions as bilingual, and to remove the bilingual designation from current positions in its sole discretion. As used in this section, a “paid hour” includes regular straight-time hours worked, paid vacation hours, paid holiday hours, paid sick leave hours, and paid longevity leave hours. For overtime hours worked by employees receiving bilingual pay, there shall be no pyramiding of overtime – for example, an employee with a wage rate of ~~fifteen~~ twenty-one dollars (~~\$15.00~~) (\$21.00) per hour, receiving bilingual pay of one dollar (\$1.00) per hour would receive the basic overtime pay rate of time and one-half times ~~Sixteen dollars (\$16.00)~~ Twenty-Two dollars, or Thirty-three dollars (\$33.00) ~~Twenty-four dollars (\$24.00)~~ per hour. The employee would not receive an additional one dollar (\$1.00) for an overtime hour worked.

The bargaining teams tentatively agree that Section 23.F through Section 23.I. shall remain at status quo, with no change in current contract language.

The bargaining teams tentatively agree that section 23 shall be revised by adding the following language as new Section 23.J.:

J. The parties agree that all minimum hourly wage rates under this agreement, at all times, shall be at least thirty percent (30%) greater of the then-current California state minimum wage. The minimum contractual wage rate will increase automatically insofar as is needed to meet or exceed the standard of all wages being at least 30% greater than the then-current California state minimum wage.

## **Section 24 – Personnel Files**

The bargaining teams tentatively agree to the following changes to section 24.A.:

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. The employee may request an inspection in writing. The Employer will respond to any such request and make arrangements for an in-person review within a reasonable time period, under the circumstances.

The bargaining teams tentatively agree that all other language in Section 24 shall remain at status quo, with no change in current contract language.

## **Section 29 – Grievance Procedure**

The bargaining teams tentatively agree to revise Section 29 as follows:

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 or any past practice unchanged by this Agreement.

The parties pledge their active, aggressive, and continuing efforts to secure prompt disposition of complaints or disputes.

B. Step 1: Informal Meeting with Supervisor

Every grievance by the Union or an employee shall first be taken up orally by the employee and/or a Shop Steward in a meeting with the immediate supervisor, who will attempt to settle the matter. The grievant shall schedule this informal meeting with the supervisor. Such meeting must take place within fourteen (14) calendar days following the date the grievance occurred or within fourteen (14) calendar days of the date the grievant reasonably should have known of the facts giving rise to the grievance. The Union or grievant will clearly identify the discussion as an informal grievance meeting and will identify the contract section under discussion.

The supervisor shall have fourteen (14) calendar days from the date of the informal grievance meeting to issue a response.

C. Step 2: Written Grievance Submitted to Department Director or Human Resources Manager or Director

If the alleged grievance is not settled, it shall be reduced to writing. Such written grievance shall contain the following:

1. A 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 the Union Representative.

Except as provided in Section G, below, the written grievance shall be filed with the appropriate Department Director, or with the Human Resources Manager or Director, within fourteen (14) calendar days following the date of the supervisor's response to the informal meeting. The Union, Department Director, or the Human Resources Manager or Director may request a meeting at this step.

The Department Director or the Human Resources Manager or Director shall respond, in writing, to the written grievance within fourteen (14) calendar days of receipt of the written grievance or within fourteen (14) calendar days of the date the requested meeting occurs. The written response shall include a statement of the rationale for the Employer's position in either granting or denying the grievance.

Grievances may be started at this step in cases of suspension, termination, or when a supervisor does not have the authority to render a decision.

D. Step 3: Grievance Submitted to Executive Director

If the employee or the Union is not satisfied with this response, the grievance shall be submitted to the Executive Director within fourteen (14) calendar days after receipt of the Department Director's or Human Resources Manager or Director's response. The written response shall include a statement of the rationale for the Union's position in advancing the grievance to Step 3.

Within fourteen (14) calendar days after the written employee or Union grievance has been filed with the Executive Director, and as the initial step of an Employer grievance, the Worksite Organizer or other authorized Union representative shall meet with the Executive Director or designee in an attempt to resolve the grievance. Within fourteen (14) calendar days after such meeting the Executive Director shall render an answer in writing.

E. Step 4: Non-binding Dispute Resolution (Mediation)

If the procedure in step 3 fails to resolve the grievance, the grievance shall be submitted to the Federal Mediation and Conciliation Service (FMCS) within fourteen (14) calendar days in an attempt to resolve the grievance.

F. Step 5: Arbitration

If mediation does not result in an agreement between the parties resolving the grievance, an unsatisfactory answer is received, the grievance may be directly referred to arbitration. The request for arbitration must be made to the Executive Director and the Human Resources Manager or Director, in writing, within fourteen (14) calendar days after the conclusion of the mediation process, receipt of the Executive Director's answer. The request for arbitration must contain a clear, concise statement of the grievance, and must identify the specific sections and subsections of the Collective Bargaining Agreement allegedly violated so both parties have a full understanding of the issue before the arbitration process has begun.

1. 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 Arbitrator within fourteen (14) days after receipt of the written request for arbitration, either party may request the California State Conciliation Services to submit a list of five (5) representative Arbitrators. Each party shall alternately scratch two (2) names from this list, the first scratch being selected by lot, and the person remaining shall be the Arbitrator.
2. 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.
3. All fees and expenses of arbitration, including, but not limited to, the cost of the room and refreshments, the other party's actual attorney's fees to a maximum of \$1,000 per arbitration, the losing party's own attorney's fees, and the arbitrator's fees, shall be borne entirely by the losing party. If each party prevails to some extent, the arbitrator shall designate which party substantially prevails, and the other party shall bear entirely the above-described arbitration expenses. Each party shall bear its own court reporter expense or agree to share such expense.
4. 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.

F. Time limits may be extended or waived only by mutual written 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 be appealed to the next step or, where appropriate, to Arbitration. If the grievant fails to respond within the specified period of time, the grievance is deemed abandoned.

G. The parties acknowledge that they have entered into a valid collective bargaining agreement expressly providing for the wages, hours of work, and working conditions of the employees, and therefore desire that to the greatest extent possible, disputes between employees and the Employer with regard to wages, hours, and other terms and conditions of employment be resolved through the grievance and arbitration process of this Agreement. Accordingly, the Union hereby waives, to the greatest extent possible, the specific rights of employees under the California Labor Code to pursue claims for unpaid wages or claims related to other alleged violations of the Labor Code, in any forum other than through the grievance/arbitration provisions of this Agreement. The timeline for filing an initial grievance which alleges any claim which could also constitute a "wage and hour" claim under the California Labor Code shall be extended to one (1) year following the date on which the employee knew or should have known of the alleged violation.

### **Section 33 – Term of Agreement**

The bargaining teams tentatively agree to revise Section 33 as follows:

This Agreement shall become effective upon ratification by the bargaining unit members and the ACRC Board of Directors, and shall remain in effect through **October 31, 2027**, or until expiration of the Employer's principal operating Agreement with the State of California, whichever is earlier. ~~The Agreement shall be reopened in October 2023 as provided in Section 23.~~

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

## **PRIOR TENTATIVE AGREEMENTS**

All prior tentative agreements of the bargaining teams are a part of this final tentative agreement. The prior tentative agreements are:

#	Section	Date of Tentative Agreement
2	No Discrimination	9-20-24
3	Union Security, Dues Check Off and Notification	9-20-24
5	Holidays	10-21-24
8	Leaves of Absence	10-4-24
10	Past Practice Not Binding	9-20-24
11	Management Rights	10-4-24
13	Physical Examinations	9-20-24
16	Job Descriptions	9-20-24
17	Working out of Classification	9-20-24
19	Layoff or Reduction in Force	9-20-24
20	Bulletin Boards	9-20-24
28	Position Openings	9-20-24
30	Shop Stewards and Union Officers	9-20-24
31	Safety and Health	9-20-24
32	Savings Clause	9-20-24
34	Bargaining Obligation	9-20-24
35	No Work Stoppages	9-20-24
36	Notices	9-20-24
37	Mutual Respect	9-20-24

## **SECTIONS TO REMAIN AT STATUS QUO**

The bargaining teams tentatively agree that any sections of the collective bargaining agreement not specifically mentioned in this final tentative agreement shall remain at status quo, with no change in current contract language.

## **CHANGING OF “SECTIONS” TO “ARTICLES”**

The bargaining teams tentatively agree that in updating the collective bargaining agreement, the heading “Section” will be replaced with the heading “Article.”

## **CHANGING OF PRONOUN USAGE**

The bargaining teams agree to jointly review all language in the collective bargaining agreement to remove gender-specific pronouns (he/him/she/her) and replace those pronouns with gender-neutral pronouns (they/them).

T.A. DS.  
10-21-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

October 21, 2024

Tentative Agreement: Section 5: Holidays

The bargaining teams tentatively agree to the following changes to Section 5:

**Section 5 – Holidays**

- A. All regular and introductory full-time and part-time employees regularly scheduled to work 20 hours or more per week shall receive the following paid holidays on which they will receive their normal day's pay at their normal hourly rate:

New Years Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Cesar Chavez Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples' Day/Columbus Day  
Veterans Day  
Thanksgiving Day  
The Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Years Eve Day

Part-time employees eligible for holiday benefits shall receive the holiday benefit on a pro-rata basis.

- B. An employee must be actively at work or on paid status on both the day prior to and the day following the holiday in order to receive holiday benefits. An employee required by their supervisor to work on a holiday, as set forth above, shall be paid at two (2) times the hourly or daily rate.
- C. Holidays paid but not worked shall not be hours worked for purposes of overtime calculation.
- D. The schedule of Holidays shall be attached as an Appendix to this Agreement.

T.A.  
BJS  
10-21-24

D.S. TA  
10-4-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

October 4, 2024

<sup>TA</sup>  
~~Employer Proposal~~: Section 11: Management Rights

*Terms &c.*

The ~~Employer proposes~~ that Section 11, Management Rights, remain at status quo, with no change in current contract language.

*T. R. B/S*  
*10-4-24*



DS. TA  
10424

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

October 4, 2024

<sup>TA</sup>  
~~Employer Proposal~~: Section 8: Leaves of Absence

*hang t.a.*

The ~~Employer proposes~~ that Section 8, Leaves of Absence, remain at status quo, with no change in current contract language.

*T. A. Mills*

*10-4-24*

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

Tentative Agreement: Section 3: Union Security, Dues Check Off and Notification

The bargaining teams tentatively agree to the following changes to Section 3:

**Section 3 – Union Security, Dues Check Off and Notification**

- A. Except as provided in Section 3.B, below, each employee shall, within thirty-one (31) calendar days of the date of hire, as a condition of employment become and remain a member of the Union in good standing, or pay to the Union a "service fee" (also known as an "agency fee"). The amount of the service fee shall be calculated by the Union. *Wish* Employees who wish to become a "Beck objector" (service fee or agency fee payor) must contact the SEIU Member Resource Center. Employees may also choose, in lieu of joining the Union or paying the service fee, to make a regular monetary contribution to the United Way or Red Cross equal to the periodic dues uniformly required as a condition of membership in the Union. The option of a charitable contribution is only available to employees who demonstrate a sincere religious or moral conviction against supporting a union. The validity of the conviction will be determined by the Union. Employees may, at any time, switch from being members of the union to being a Beck objector and paying a service fee or agency fee payor to the Union.
- B. Employees are not subject to Section 3.A., above, if they previously opted out of the requirement to join the Union, including but not limited to those employees who opted out of the requirement to join the Union at any time prior to 13:30 on February 1, 2012. Employees who have opted out may remain non-members of the Union and shall not be required to pay Union dues, or a service fee, or make a charitable contribution equivalent to Union dues for the duration of their employment with ACRC. If any employee subject to Section 3.B. who has opted out of the requirement to join the Union, later voluntarily becomes a member of the Union, they shall as a condition of continued employment maintain their membership for the duration of this Agreement.
- C. If any employee subject to subsection A above fails to comply with that subsection, the Union may advise the employee in writing of the employee's obligation with a copy to the Employer. Failure of the employee to retroactively comply with subparagraph A within 15 days after receipt of the written notice from the Union will result in automatic termination.

- D. 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.
- E. 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 the end of the month in which the employee is hired, of the newly hired employee's name, date of hire, and job title. At the time of employment, the Employer will provide a copy of this Agreement to each new employee covered by this Agreement.
- F. 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.
- G. Employees may voluntarily contribute to the Union COPE (Committee On Political Empowerment) fund via payroll deduction.

T. A. R/4

9-20-24

D.S. 9-20-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

Tentative Agreement: Section 20: Bulletin Boards

The bargaining teams tentatively that Section 20, Bulletin Boards, shall remain at status quo, with no change in current contract language.

T.A. B/14  
9-20-24

D.S. 9-20-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

Tentative Agreement: Section 28: Position Openings

The bargaining teams tentatively agree to the following changes to Section 28:

**Section 28 – Position Openings**

Position Posting: Notice of all job openings shall be posted to the ACRC Intranet available to all employees. Upon initial posting of any position, employer shall notify all employees. Notice of position openings shall include all relevant information relating to salary, classification, and location. The Employer may, but is not required to, post announcements of job openings to the outside public.

Postings will remain open for a minimum of six (6) work days and until a final candidate is identified. Incumbent employees and external applicants may continue to submit an application until a final candidate is identified.

In an effort to solicit and evaluate external candidates, external interviews will be continually conducted so that a “pool” of qualified candidates is available for consideration at all times. However, no candidate will be selected until all internal candidates who file a timely application in response to a specific posting and who meet the minimum qualifications have been considered.

The employer may, in its discretion, re-open the position by re-posting a notice of opening. Employer shall notify employees of any re-posting of open positions.

T.A.  
B/g  
9-20-24

D.S. 9-20-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

Tentative Agreement: Section 36: Notices

The bargaining teams tentatively agree to the following changes to Section 36:

**Section 36 – Notices**

A. The primary method of notification shall be by email. Both parties agree to provide valid and current email addresses of designated representatives.

~~B. When written notice is required or desired, such notices shall be mailed or delivered to the following addresses:~~

~~Executive Director  
Alta California Regional Center  
2241 Harvard Street, Suite 100  
Sacramento, California 95815~~

~~Assigned Field Representative  
SEIU Local 1021~~

~~5450 Power Inn Road, Suite F  
Sacramento, CA 95820~~

T. A.  
M/H  
9-20-24

D.S.  
9-20-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

Tentative Agreement: Status Quo Sections

The bargaining teams tentatively agree that the following sections of the contract shall remain at status quo, with no changes in current contract language.

- Section 2 No Discrimination
- Section 10 Past Practice Not Binding
- Section 13 Physical Examinations
- Section 16 Job Descriptions
- Section 17 Working out of Classification
- Section 19 Layoff or Reduction in Force
- Section 30 Shop Stewards and Union Officers
- Section 31 Safety and Health
- Section 32 Savings Clause
- Section 34 Bargaining Obligation
- Section 35 No Work Stoppages
- Section 37 Mutual Respect

D.S.  
20 SEP. 2024

T. A. Ryly  
9-20-24

T.A. DS.  
10-21-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

October 21, 2024

Tentative Agreement: Section 5: Holidays

The bargaining teams tentatively agree to the following changes to Section 5:

**Section 5 – Holidays**

- A. All regular and introductory full-time and part-time employees regularly scheduled to work 20 hours or more per week shall receive the following paid holidays on which they will receive their normal day's pay at their normal hourly rate:

New Years Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Cesar Chavez Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples' Day/Columbus Day  
Veterans Day  
Thanksgiving Day  
The Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Years Eve Day

Part-time employees eligible for holiday benefits shall receive the holiday benefit on a pro-rata basis.

- B. An employee must be actively at work or on paid status on both the day prior to and the day following the holiday in order to receive holiday benefits. An employee required by their supervisor to work on a holiday, as set forth above, shall be paid at two (2) times the hourly or daily rate.
- C. Holidays paid but not worked shall not be hours worked for purposes of overtime calculation.
- D. The schedule of Holidays shall be attached as an Appendix to this Agreement.

T.A.  
BLL  
10-21-24



D.S. TA  
10-4-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

October 4, 2024

<sup>TA</sup>  
~~Employer Proposal~~: Section 11: Management Rights

*terms d.c.*

The ~~Employer proposes~~ that Section 11, Management Rights, remain at status quo, with no change in current contract language.

*T. R. B/S*  
*10-4-24*

DS. TA  
10424

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

October 4, 2024

<sup>TA</sup>  
~~Employer Proposal~~: Section 8: Leaves of Absence

*Leaves t.a.*

The ~~Employer proposes~~ that Section 8, Leaves of Absence, remain at status quo, with no change in current contract language.

*T. A. Mills*

*10-4-24*

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

Tentative Agreement: Section 3: Union Security, Dues Check Off and Notification

The bargaining teams tentatively agree to the following changes to Section 3:

**Section 3 – Union Security, Dues Check Off and Notification**

- A. Except as provided in Section 3.B, below, each employee shall, within thirty-one (31) calendar days of the date of hire, as a condition of employment become and remain a member of the Union in good standing, or pay to the Union a "service fee" (also known as an "agency fee"). The amount of the service fee shall be calculated by the Union. *Wish* Employees who wish to become a "Beck objector" (service fee or agency fee payor) must contact the SEIU Member Resource Center. Employees may also choose, in lieu of joining the Union or paying the service fee, to make a regular monetary contribution to the United Way or Red Cross equal to the periodic dues uniformly required as a condition of membership in the Union. The option of a charitable contribution is only available to employees who demonstrate a sincere religious or moral conviction against supporting a union. The validity of the conviction will be determined by the Union. Employees may, at any time, switch from being members of the union to being a Beck objector and paying a service fee or agency fee payor to the Union.
- B. Employees are not subject to Section 3.A., above, if they previously opted out of the requirement to join the Union, including but not limited to those employees who opted out of the requirement to join the Union at any time prior to 13:30 on February 1, 2012. Employees who have opted out may remain non-members of the Union and shall not be required to pay Union dues, or a service fee, or make a charitable contribution equivalent to Union dues for the duration of their employment with ACRC. If any employee subject to Section 3.B. who has opted out of the requirement to join the Union, later voluntarily becomes a member of the Union, they shall as a condition of continued employment maintain their membership for the duration of this Agreement.
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T. A. R/4

9-20-24

D.S. 9-20-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

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T.A. B/14  
9-20-24

D.S. 9-20-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

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T.A.  
B/g  
9-20-24

D.S. 9-20-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

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Sacramento, California 95815~~

~~Assigned Field Representative  
SEIU Local 1021~~

~~5450 Power Inn Road, Suite F  
Sacramento, CA 95820~~

T. A.  
M/4  
9-20-24

D.S.  
9-20-24

ALTA CALIFORNIA REGIONAL CENTER  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
2024 NEGOTIATIONS

September 20, 2024

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- Section 31 Safety and Health
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- Section 34 Bargaining Obligation
- Section 35 No Work Stoppages
- Section 37 Mutual Respect

D.S.  
20 SEP. 2024

T. A. Ryly  
9-20-24