

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**ALTA CALIFORNIA REGIONAL CENTER
AND
SEIU LOCAL 1021**

November 1, 2017 – October 31, 2020

ALTA CALIFORNIA
REGIONAL CENTER



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**ALTA CALIFORNIA REGIONAL CENTER
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, CTW, CLC**

AGREEMENT

This agreement is entered into November 1, 2017, by ALTA CALIFORNIA REGIONAL CENTER, INC. (hereinafter called the Employer) and Service Employees International Union, Local 1021, CTW, CLC (hereinafter called the Union).

Section 1 – Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all employees, excluding supervisory, managerial, 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, age, or on any other basis protected by Federal, state or local employment discrimination laws. Claims of unlawful discrimination are not grievable but should be raised with the EEOC or the California Department of Fair Employment and Housing.
- 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. 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. 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.
- 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.

- 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.

Section 4 – Employee Status

- A. Part-Time employees are those who are regularly scheduled to work less than forty (40) 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 works twenty (20) or more hours per week.
- B. Temporary employees may be hired as substitutes for regular employees on vacation, sick leave, leave of absence, for short periods of increased work, or for positions of anticipated short duration. Within fifteen (15) days of deciding to utilize a temporary employee in a bargaining unit position, the Employer shall provide notice to the Union. 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, introductory status. This provision shall not be deemed to make temporary employees subject to any other provisions of this Agreement. The date on which a temporary employee becomes a full-time or part-time regular employee, and begins introductory status, shall be the employee's seniority date under Section 19.A of this Agreement.

The intent and application of this section is to meet short term and emergency needs, and not to replace regular positions.

C. Definitions of Employee

Full-Time Employees - A Full-Time employee is defined as one who is regularly scheduled to work forty (40) hours per week.

Part-Time Employees - A Part-Time employee is defined as one who is regularly scheduled to work less than forty (40) hours per week.

Introductory Employees - All newly hired employees, and employees who are promoted to a higher level classification, shall serve an introductory period of six (6) months.

Regular Employees - Upon successful completion of the introductory period, the employee will receive written confirmation of his/her regular status. Regular means non-introductory 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 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
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.

Section 6 – Vacation

- A. All regular and introductory full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week earn vacation benefits as set forth below. Part-time employees earn a prorated benefit based on the amount of hours they are regularly scheduled to work. Vacation is available to be used upon accrual. Accrual will compute as of the close of the last day of the month and will be eligible for use during the following month. Eligible full-time employees earn vacation based upon the length of employment with the employer at the following rates:

Zero (new hire) through 4 years of employment	11.33 hours per month
5 or more years of employment	14.66 hours per month

1. Longevity Leave - Upon completion of ten (10) years of employment and during the eleventh (11th) year, and upon completion of twenty (20) years of employment and during the twenty-first (21st) year, and upon completion of thirty (30) years of employment and during thirty-first (31st) year, employees receive an additional twenty (20) days of vacation. Any employee who earns this longevity leave is expected to use the longevity leave during the year following the point at which it is earned. Longevity leave may be taken over one consecutive period, one-week increments, or one day increments. Part-time employees will earn this benefit on a pro rata basis.
 2. Previous Alta Employment - For purposes of vacation accrual and Longevity Leave, all Alta employment time shall be credited whether consecutive or not, including employment as a temporary employee on the ACRC payroll, but not including time when employed by a temporary staffing agency.
- B. Vacation and/or longevity leave time must be scheduled and approved by the employee's immediate supervisor and is subject to the operational needs of the Regional Center. Eligible employees will access their vacation and longevity leave balances on the Agency Time and Attendance computer program. Employees shall submit requests in writing for vacation and/or longevity leave at least two (2) weeks prior to the beginning date of vacation and/or longevity leave. Employees may not submit vacation and/or longevity leave requests more than twelve (12) months in advance. In granting of vacation and/or longevity leave requests, first priority shall be given to the earliest request. If, on the same date, more than one employee in a unit submits a vacation and/or longevity leave request for the same or overlapping day(s), and the Employer is not able to grant all of the requests, then preference in scheduling shall be given based on seniority date, which is defined as the most recent date of hire or reinstatement. The Employer shall deny or grant the request no later than two (2) weeks from the date the request was submitted. In the event that an employee submits a request with only two (2) weeks advance notice, the Employer shall grant or deny the request no later than one (1) week from the date the request was submitted. 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 and/or longevity leave with less than two (2) weeks' notice by mutual agreement with the Employer, provided that such

scheduling shall not supersede any vacation and/or longevity leave schedule by prior submission.

- C. If a holiday, as set forth in Section 5, occurs during an employee's vacation and/or longevity leave period, the employee shall be granted an additional day of vacation or longevity leave.
- D. All wages for any approved vacation and/or longevity leave period shall be paid to the employee on the normal payroll dates. Employees can utilize direct deposit of paychecks should the pay day fall during the period of vacation and/or longevity leave.
- E. An employee may accrue no more than 360 hours of his or her allotted paid vacation. When an employee's accrual reaches 360 hours, no further vacation will be earned until at least eight (8) hours of the maximum amount is used.
- F. Vacation Cash-Out Option - On or before June 1 of each calendar year, an employee may submit a request for a vacation cash-out. Employees must have in excess of 40 hours of vacation on the books, and have utilized no less than 40 hours of vacation in the last 12 months. The Employer in its sole discretion may grant or deny such requests either in whole or in part.
- G. Longevity Leave Cash-Out Option - On or before June 1 of each calendar year, an employee may submit a request for consideration to cash out any earned and unused Longevity Leave. Employees must have in excess of 40 hours of vacation on the books, and have utilized no less than 40 hours of vacation in the last 12 months. The Employer in its sole discretion may grant or deny such requests either in whole or in part.
- 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. 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.
- I. While vacation is earned from the date of hire, employees are not eligible to take vacation until six (6) months of employment have been completed. Non-exempt employees must take vacation time in increments of one half ($\frac{1}{2}$) hour. Non-exempt employees who report less than one half ($\frac{1}{2}$) hour increments will have the vacation time used rounded up to next highest one-half ($\frac{1}{2}$) hour.

Section 7 – Sick Leave

- A. All regular and introductory full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week are eligible for sick leave benefits. Eligible full-time employees accrue sick leave at the rate of eight (8) hours per month, beginning on the date of hire. Eligible part time employees earn prorated benefits based on the hours they are regularly scheduled to work beginning on the date of hire. Employees may accrue a maximum of five hundred forty (540) hours of sick leave. Sick leave benefits are available to be used upon accrual. Accrual

will compute as of the close of the last day of the month and will be eligible for use during the following month.

- B. An employee may utilize earned sick leave for unexpected short-term illnesses or injury, which may include medical or dental appointments, to an employee or a family member.

The family members for whom sick leave can be utilized are the employee's spouse, child, parent, brother, sister, grandparent, grandchild, domestic partner, or any other relative who resides in the employee's household. Child means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

Employees will not be paid for more hours than they have accrued at the time of the illness or injury. Employees who have exhausted their paid sick leave during the midst of an absence for illness or injury may ask, and shall be granted, the right to use accrued vacation time, and upon presentation of written medical verification, an employee may ask and shall be granted up to three (3) days unpaid absence. Once accrued vacation and three (3) days absence have been exhausted, an employee must request a medical leave of absence under Section 8 of this Agreement.

A doctor's statement may be required to substantiate use of sick leave, whether the absence is due to illness of the employee or a family member. Such documentation may be required at the discretion of the Human Resources Director or his/her designee. Sick leave may be used in increments of one-half hour or more.

- 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 paid vacation and becomes ill, in order to utilize earned sick leave, the employee must: (1) call the immediate supervisor or his/her designee immediately on becoming ill, and in no event later than the same day on which the employee becomes ill, to report the illness or injury, and (2) experience an illness of at least two days. Medical verification may be required by the Employer.
- F. If an employee uses all accrued sick leave benefits, the employee may request use of vacation for any subsequent absence in accordance with the rules respecting vacation requests in Section 6 above. If any vacation request is not granted, then the hours of absence shall be a leave of absence without pay.
- 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 Worker's 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. An employee shall notify the employee's immediate supervisor or designee regarding any absence, exceptional tardiness, or sickness, no later than the first thirty minutes of the employee's regularly scheduled starting time or as soon as reasonably possible in emergency situations.
- I. Full-time employees hired on or before June 30, 2006, with more than four (4) years of service will be compensated upon termination or retirement for 50% of all accrued but unused sick leave hours. Accrued sick leave compensation will be pro-rated proportionately for regular part-time employees hired on or before June 30, 2006, with more than four (4) years of service.

Section 8 – Leaves of Absence

Employees may apply for the following leaves of absence:

- A. Pregnancy Disability Leave - In accordance with California law, an employee shall be entitled to a reasonable pregnancy disability leave up to a maximum of four (4) months, to the extent the employee provides medical certification of the disability arising from pregnancy.

Time on pregnancy disability leave can be taken in addition to the twelve (12) weeks of CFRA baby bonding leave, if the employee qualifies for both leaves.

The Employer shall continue to pay its portion of contributions toward health and welfare benefits of an Employee who is on pregnancy disability leave and the employee remains responsible for payment of her portion of contributions toward health and welfare benefits while on leave.

- B. Family and Medical Leaves - The Employer shall abide by the minimum requirements of the California Family Rights Act (CFRA) as amended and reconciled with the Federal Family and Medical Leave Act of 1993 (FMLA). Employees may refer to the actual terms of the California Family Rights Act and the Federal Family and Medical Leave Act of 1993 for additional rights and rules. In accordance with the requirements of the California and Federal family leave laws, a leave of absence shall be provided to an employee in connection with: 1) the birth of a child of an employee; 2) the placement of a child with the employee for adoption or foster care; 3) to care for the employee's spouse, domestic partner, child, or parent who has a serious health condition; or 4) because of a serious health condition that prevents the employee from performing the functions of his or her position. If the Employer becomes aware that an employee has a "serious health condition" as defined in the FMLA and/or CFRA, ACRC will initiate the FMLA/CFRA paperwork process and designate the employees' need for protected leave.

Each employee is eligible for a maximum of twelve (12) weeks of such leave per leave year (leaves of absence are calculated on a rolling twelve (12) month cycle), to the extent the employee meets the legal requirements for such a leave, including the requirement that an employee must have worked for the Employer for at least one year and at least 1,250 hours in the year preceding the leave

request. In accordance with applicable law, during a leave under this Section (Section B), the employee's health insurance benefits shall be continued for a maximum of twelve (12) weeks per year under the same conditions as if the employee were working.

In accordance with the requirements of the California and Federal Family leave laws, FMLA and CFRA leave may be taken on an intermittent basis. Intermittent leave for baby bonding leave must be taken in increments of at least two (2) weeks in duration, except that ACRC will grant a request for such leave of less than two weeks' duration on any two occasions per birth.

- C. Extended Leave for Medical Reasons - An employee who has worked for the Employer for at least one year and who has worked at least 1,250 hours in the year preceding the leave request and who is ineligible for, or has exhausted, pregnancy or family leave under A or B, may be granted a medical leave of absence. Such leave may be granted upon receipt of a physician's statement to confirm the employee's medical need for the leave, up to a maximum of six (6) months in one twelve (12) month period, calculated on a rolling twelve (12) month cycle. Any leave taken under Subsections A, B, or C shall count toward the six (6) months maximum limit, regardless of whether the leave taken was for the employee's own health condition or the health condition of another person.
- D. Industrial Injury or Illness Leave - Industrial Injury/Illness leaves shall be granted as required by law.
- E. Personal Leaves - At the discretion of the Executive Director, the Employer may grant an unpaid personal leave of up to ninety (90) calendar days to an employee with at least twelve (12) continuous months of employment with ACRC. Such requests shall not unreasonably be denied.
- F. General - The rules governing leaves of absence are:
 - 1. 1. All employees shall be eligible for Pregnancy Disability Leave or Industrial Illness/Injury Leaves in accordance with California law. For any other type of leave of absence, excluding Personal Leaves, only employees who have completed initial introductory period shall be eligible to apply. Applications must be made in writing and filed with the Human Resources Department as far in advance of the leave as possible, but in no case later than the date the leave is to begin, absent emergencies. Approval for leaves of absence shall be granted by the Executive Director or designee based upon recommendations from the supervisor and the Human Resources Director.
 - 2. Employees approved for leaves of absence shall be eligible for a maximum of six (6) months of absence calculated on a rolling twelve (12) month cycle. Employees returning from a Pregnancy Disability Leave, a Family and Medical Leave, and/or an Industrial Illness/Injury Leave shall be reinstated as required by law. In addition, an employee returning from a Medical Leave of absence under Subsection C herein or a Personal Leave under Subsection E herein will also be reinstated to the same classification, or a comparable or equivalent classification. The return rights program states that participating employees are guaranteed return to a comparable or equivalent position at the same location and at the current salary for that position at the conclusion of the approved leave.

3. Leaves of absence shall be granted without pay. Employees shall have the option, and the Employer may require employees, to use their accumulated vacation, sick leave, or longevity leave during a leave of absence.
4. Employees on leave of absence shall accrue benefits during the period in which they receive payment of any accumulated benefits, such as vacation, sick time, or longevity leave. An employee not receiving payment of accumulated benefits shall not accrue benefits. Periods of time paid from vacation donations shall be counted as unpaid leave. Additionally, when an employee receives State Disability pay integrated with ACRC accrued benefits (vacation, sick, or longevity leave) only the accrued benefits time will be counted as paid leave.
5. Employees must return to work on the first working day following expiration of the leave, or be considered to have voluntarily resigned. Employees requesting an extension of leave must contact the Human Resources Director or his/her designee two weeks in advance of the expiration of the leave (or as far in advance as possible) to request the extension. Employees returning from a medical leave or illness leave must present a medical release and statement of fitness for duty.
6. Except during a Pregnancy Disability leave under Subsection A., above, or during a Family and Medical Leave under Subsection B above, employees on a leave of absence without pay must make not only their own premium payment, but also the premium payment otherwise made by the Employer, to remain covered by medical, dental, and life insurance.

Section 9 – Other Leaves

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. Such leave will be granted at the discretion of the employee's immediate supervisor, Director, or the Executive Director. Such time shall not be charged to sick leave or vacation leave, but shall be documented and recorded as paid bereavement leave.
3. 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 Director or the Executive Director.

B. Jury Duty

An employee shall be granted a leave of absence for jury duty, and shall receive pay for jury duty up to a maximum of one hundred and sixty (160) hours pay. Any reimbursement received by the employee from jury fees during the first one hundred and sixty (160) hours of jury duty, excluding travel, shall be returned to the employer. Employees are expected to request telephone stand-by status where it is available and to report for work whenever the court schedule permits. Part-time employees receive jury duty pay only if regularly scheduled to work at least thirty (30) hours or more per week, and they shall receive pro rata jury duty pay. In the event an employee who participates in an alternate work schedule is called to jury duty, please refer to the Section 18 (Scheduling).of the collective bargaining agreement that pertains to alternate work schedules.

C. Education Leave

1. Use of Education Leave -- A full-time employee who has completed the initial six (6) months introductory period as defined in Section 4.C shall be eligible to take up to four (4) 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. Courses or classes offered by a college, university, or other institution of higher-learning in pursuit of a degree are excluded. The use of Education Leave will be considered provided that:
 - a. 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 the employee wishes to attend. In the event the same or a similar conference is not available within the State of California, upon approval of the Executive Director, employees may attend a conference outside of California.
 - b. The Employer determines that the employee's work performance or value to the Employer will be enhanced by such attendance.
 - c. It is agreed that weekend attendance at employee-requested conferences, courses, classes, institutes or workshops is not considered as Agency work time, and it is not counted towards the four (4) days leave allowed per fiscal year under this Section.
 - d. Time spent in partial-day conferences, courses, etc., shall be deducted on an hour-for-hour basis from the four (4) day Education Leave. In the event there is a balance of Education Leave hours at the end of the fiscal year, that balance will not be available to use during the following fiscal year and will be forfeit.
 - e. Part-time employees shall receive Education Leave benefits on a pro-rata basis.
2. Expense Reimbursement - 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 one hundred percent (100%) of

reasonably incurred expenses for conference registration and fees, transportation, meals, and lodging up to a maximum of seven hundred fifty dollars (\$750) for the term of the fiscal year. Employees may request that the Employer pay for conference registration fees, travel, and lodging (up to the \$750 maximum) in advance, and the request shall not be unreasonably denied. If such request is granted, the employee will make every reasonable effort to attend the conference or cancel his/her reservation in a timely enough manner to have the advanced funds refunded to the Employer. In the event the employee does not attend and refunds cannot be made, the non-refunded expenses will be charged against the \$750 Educational Leave Allowance for that year.

3. Employer-Required 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 expenses necessarily incurred in attending such conferences, courses, institutes, and workshops. Such reimbursement shall include, where applicable, per diem expenses, fees and tuition, and transportation and travel expenses in accordance with Section 14.C of this Agreement.
4. Conference attendance will be limited to ten (10) persons per conference. Attendance by more than ten (10) persons must be approved by the Executive Director.

Section 10 – Past Practice Not Binding

This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations in conflict with a specific provision of this Agreement. No past practice or custom which develops or has developed shall prohibit either the Union or the Employer from enforcing all the terms and conditions of this Agreement, nor shall either party be stopped from altering any past practice to bring such practice into compliance with this Agreement.

Section 11 – Management Rights

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

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

- C. The right to establish and determine methods of operation and procedures, including the scheduling and changing of working hours, shifts, and days off.
- D. The lay-off of employees.
- E. Direction of the work force, including the right to determine job classifications, work standards, work loads, assignments, schedules of operation, to require overtime, and to assign work.
- F. The utilization and assignment of volunteers to assist the regular staff.
- G. The utilization, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement and are not eligible for any benefits.
- H. The contracting work for economic or operational reasons, including but not limited to the contracting with consultants and specialists.
- I. The determination of employee qualifications.
- J. The right to select, hire, schedule, transfer, promote, demote, evaluate, discipline, suspend, and terminate its employees, and maintain the discipline and efficiency of its employees.
- K. The right to determine and reward meritorious performance.
- L. The right to establish, adopt, change, combine, continue, abolish, and enforce reasonable personnel policies and rules and regulations pertaining to the safety, conduct, and deportment of employees and penalties for violation thereof.
- M. The right to manage, direct, and maintain the efficiency of its business and personnel, and to manage and control its departments, buildings, facilities, and operations.
- N. The right to establish, adopt, create, change, combine, or abolish jobs, job descriptions, committees, travel policies, and facilities, in whole or in part.
- O. The right to increase or decrease the work force and determine the job classifications and number of employees needed.
- P. The right to determine the location and relocation of facilities.
- Q. The right to modify or eliminate any past employment practices.
- R. The right to determine employee benefit and service providers.
- S. The right to assign cases to another Regional Center when the client resides outside the Employer's service area.
- T. The right to investigate and take action in response to claims of unlawful harassment, threats of violence, or other acts of turpitude. This right shall include the right to request the employee under investigation to leave the work premises without pay in connection with verbal or physical altercations, threats of violence, or instances in which a confidential investigation of charges is necessary.
- U. If the Employer exercises any of its management rights, upon request, the Employer will meet with the Union to negotiate the impacts and effects thereof.

Section 12 – Health and Welfare

- A. **Medical** - The Employer shall offer a group medical insurance plan. Information regarding the current medical plan is included in the summary plan description, available in the Human Resources Department, and available online through the benefits administration portal. The Employer agrees to pay 90% of the cost of “Employee Only” coverage for all regular and introductory full-time and part-time employees regularly scheduled to work thirty (30) hours per week (twenty (20) hours or more per week for employees hired prior to July 1, 2006). In addition, the Employer agrees to permit employees to purchase dependent coverage, for those employees who pay 25% of the premium for any dependent coverage that is selected. The Employer agrees to pay the remaining 75% of such dependent coverage. This benefit shall apply to all employees who work a qualifying number of hours and meet the conditions specified by the individual benefit plan requirements. Coverage, starting dates, ending dates, and similar information shall be as provided by the plans in question. For employees who work in branch offices and who do not have the same choice of medical plan options as is provided to employees who work in the main office, the following shall apply: The Employer medical insurance contribution made on behalf of such employees shall be such that the employee medical insurance contribution shall equal that of the least-expensive medical plan for employees who work at the main office.
- B. **Dental** - The Employer shall offer a group dental insurance plan with a maximum annual benefit of \$1,750.00 per each employee and dependent. The Employer agrees to offer orthodontic child only coverage at a \$1,500 lifetime maximum. The Employer shall bear the full cost of premiums for the employee and eligible dependents as defined by the plan in question.
- C. **Vision** - The Employer shall offer a group vision insurance plan. The Employer shall maintain vision care coverage and shall bear the full cost of premiums for the employee and dependents.
- D. **Eligibility** - The Employer agrees to pay these amounts for all regular and introductory full-time employees, and for part-time employees regularly scheduled to work twenty (20) hours or more per week employed as of June 30, 2006. Part-time employees hired on or after July 1, 2006, must be regularly scheduled to work thirty (30) hours or more per week to receive employer contributions towards benefits. Any employee who reduces their hours to below thirty (30) per week shall no longer be eligible for employer contributions towards benefits.
- E. **Cash In Lieu Of Benefits** - Contingent upon the Employer being able to renew existing contracts with healthcare providers, it will offer compensation in lieu of health benefits to employees who opt out for the plan year. For employees hired on or after July 1, 2006, compensation in lieu of health benefits will be fifty-eight cents (\$0.58) per paid hour. For employees hired prior to July 1, 2006, compensation in lieu of health benefits will be one dollar and fifteen cents (\$1.15) per paid hour. However, employees hired prior to July 1, 2006, who, as of June 30, 2006, received compensation in lieu of benefits in the amount of \$275.59, shall receive one dollar and fifty-nine cents (\$1.59) per paid hour until such time as the employee chooses to change his/her benefit status. 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 cash in lieu of benefits, there shall be no

pyramiding of overtime – for example, an employee with a wage rate of fifteen dollars (\$15.00) per hour, receiving cash in lieu of benefits of fifty-eight cents (\$0.58) per hour would receive the basic overtime pay rate of time and one-half times Fifteen dollars and fifty-eight cents (\$15.58), or Twenty-three dollars and thirty-seven cents (\$23.37) per hour. The employee would not receive an additional fifty-eight cents (\$0.58) for an overtime hour worked. The conversion from the current monthly stipend in lieu of benefits to payment per hour worked shall be made on or about the time of the paycheck for the second full pay period following ratification of the 2017-2020 collective bargaining agreement.

- F. Life Insurance - The Employer agrees to continue to provide group life insurance coverage, at Employer expense.
- G. Unemployment and Disability - The Employer shall cause employees to be covered by unemployment and disability compensation in accordance with the terms of California Unemployment Insurance Code. By California law the employee pays 100% of required SDI contributions, and the Employer pays 100% of required contributions for unemployment insurance.
- H. Professional Liability Insurance - The Employer agrees to maintain professional liability insurance coverage at no cost to employees, to the extent such coverage can be acquired.
- I. Tax Deferred Income Retirement - Employees hired before July 1, 2002 who elected to remain in the Valic retirement plan shall continue to participate in that plan. The Valic retirement plan is funded by an Employer contribution of eight percent (8%) of the employee's base salary. Employees in the Valic retirement plan also participate in federal social security. All other eligible employees participate in the CalPERS retirement plan. CalPERS is funded by both Employer and employee contributions. Employees in CalPERS do not contribute to federal social security, and the Employer makes no contribution to federal social security on their behalf.
- J. Long Term Disability - The Employer agrees to continue the long term disability coverage in effect at the beginning of this Agreement.
- K. Flex Benefit - The Employer agrees to continue in effect the current flex benefit in effect at the beginning of this Agreement under which certain costs can be deemed to be tax free pursuant to Section 125 of the Internal Revenue Code. The Employer retains the right to change providers for the flex benefit, so long as a benefit substantially equal to or better than the current benefit continues to be provided.
- L. Chiropractic Insurance - The Employer shall provide group chiropractic insurance coverage and shall bear the full cost of premiums for the employee and dependents. Employees who waive medical benefits as provided in section E, above, also waive chiropractic coverage.
- M. Domestic Partner Insurance - A domestic partner shall be defined as defined in California Family Code Section 297.5(h). Domestic partners and the children of domestic partners will be covered as other dependents. The Employer agrees to provide domestic partner coverage for the health insurance, the dental insurance, the vision insurance and the chiropractic insurance, to the extent permitted by the

health, dental, vision and chiropractic plans being offered during the term of this Agreement

Section 13 – Physical Examinations

To the extent not reimbursed by the employee's selected health plan, the Employer shall bear the costs of any physical examination which may be required by law or by the Employer.

Section 14 – Transportation and Travel (Per Diem) Expenses

- A. Any employee who is required to use the employee's personal vehicle in the course of meeting the employee's job responsibilities, shall, upon submission of an approved travel expense form, be reimbursed for authorized travel expense at the maximum IRS non-taxable rate recognized by the IRS per mile driven. Each such employee shall be required, upon request, to provide proof of insurance coverage for their vehicle as required by state law.
- B. Employees required to travel out of town, upon presentation of written receipts, will be reimbursed for reasonable and necessary lodging and meal expenses.
- C. Time spent in work-related travel, in excess of the employee's regular commute time, 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.
- D. Expense Reimbursement Errors
 - 1. Overpayment Of Expenses. If the Employer discovers an error in payment of expenses it shall notify the employee and the Union in a timely manner. The Employer will provide an accurate accounting of the error and the reason why the error occurred. If the employee agrees with the Employer concerning the error, the employee shall select one of the following methods of repayment to the Agency: a) immediate repayment by personal check, money order or cashier's check; b) one-time payroll deduction from the next paycheck; c) offset of future transportation and travel expenses for a time period not to exceed three (3) months in duration; or d) repayment plan not to exceed three (3) months in duration. If the employee disagrees with the Employer concerning the error and does not agree to a repayment option, the Employer may file an action in small claims court to recover the amount or may pursue a grievance against the employee under the grievance procedure of the Collective Bargaining Agreement.
 - 2. Underpayment Of Expenses. If an employee is underpaid for expenses, the Employer shall correct this as soon as is practical, but no later than ten (10) calendar days following discovery of the underpayment. Such correction of an underpayment shall be made either by check or direct deposit.

Section 15 – Hiring, Introductory Period, and Evaluation

- A. **Initial Introductory Period** - The initial period for newly hired employees shall be six (6) months, excluding any time on paid or unpaid leave of any type. Employees who are promoted into a higher level classification shall also serve an initial introductory period of six (6) months, excluding any time on a paid or unpaid leave of absence. The “Initial Introductory Period” shall refer both to the introductory period served by newly hired employees and the introductory period served by employees promoted to a higher level classification.
- B. **Extension of Introductory Period**. In unusual and extraordinary circumstances, an introductory period may be extended by up to three (3) months, upon mutual agreement of the Employer, the employee, and the Union.
- C. **Rejection of Introductory Employees** - Introductory employees have the right to utilize the grievance procedure herein, except that 1) a new employee in the initial introductory period (or any extension thereof as provided in Section B., above) shall not have the right to utilize the grievance procedure with regard to discharge, and 2) a promoted employee in the initial introductory period (or any extension thereof as provided in Section B., above) shall not have the right to utilize the grievance procedure with regard to a decision by the Employer to remove the promoted Employee from the position to which the employee was promoted. A promoted employee who is so removed during the introductory period shall be returned to the employee’s former position or to a substantially comparable position.
- In the event the Employer determines that an introductory employee is not to be accorded regular status for reasons other than gross misconduct, the employee shall be given the option of resigning prior to termination.
- D. **Benefits** - Introductory employees are entitled to participate in the benefits program in accordance with, and to the extent permitted by, the terms of each benefit policy. Sick leave begins accumulating immediately. If employees are sick during the introductory period, they may use the sick leave they have accumulated to date. Vacation days also accumulate; however, employees must complete their initial six (6) months introductory period to be eligible to take vacation.

Section 16 – Job Descriptions

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

Section 17 – Working Out of Classification

Employees assigned to work outside their classification for more than three (3) consecutive working days shall receive the pay of their classification or the classification concerning such work, whichever is higher, beginning on the fourth (4th) consecutive day for such work.

Section 18 – Scheduling

- 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 7:00 a.m., or a quitting time ending as late as 6:00 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.
 2. The Employer agrees that employees may, upon receiving supervisory approval, occasionally make a temporary change in their starting time and quitting time. This is sometimes referred to as “flex 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 7:00 a.m., or a quitting time ending as late as 6:00 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. The Employee must identify the reason for the request, which can be either personal or business-related, and the duration of the temporary change. Such a temporary change will be made only on an occasional basis and only if supervisory approval is given after the supervisor considers the needs of the job, the Agency, and the client.
- B. AB60 – Make-Up Time - If an employer approves a written request of an employee to make-up work time that is or would be lost as a result of a personal obligation of the employee, the hours of that make-up work time, if performed in the same workweek in which the work time was lost, may not be counted toward computing the total number of hours worked in a day for the purposes of overtime, except for hours in excess of eleven (11) hours of work in one (1) day or forty (40) hours of work in one (1) workweek. If an employee knows in advance that he or she will be requesting make-up time for a personal obligation that will recur at a fixed time over a succession of weeks, the employee may request to make-up work time for up to four (4) weeks in advance; provided, however, that the make-up work must be performed in the same week that the work time was lost. An employee shall provide a signed written request for each occasion that he/she makes a request to make-up work time pursuant to this Subsection. While the employer may inform an employee of this make-up time option, the employer is prohibited from encouraging or otherwise soliciting an employee to request the employer's approval to take personal time off and make up the work hours within the same workweek pursuant to this Subsection.
- C. Alternative Work Schedule
1. Employees in any classification working a 4/40 schedule as of February 1, 2012, shall be allowed to continue to work under that schedule

(grandfathered), with the exception that the scheduled day off cannot be Monday. Employees other than Service Coordinators, Clinical Professionals, Intake Professionals, and Community Services Specialists who currently are working a 9/8/80 schedule shall be allowed to continue to work under that schedule (grandfathered), but only Fridays may be scheduled as the day off.

2. Service Coordinators, Clinical Professionals, Intake Professionals, Community Services Specialists, and Qualified Intellectual Disabilities Professionals 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. Up to 50% of those on any 9/8/80 schedule in any single supervisor's unit can be scheduled off on any given Friday.
3. HOURS OF WORK
 - a. A 9/8/80 work schedule consists of eight 9-hour workdays and one 8-hour workday in a two-week period, with one full day off work every other week. The one, 8-hour day must fall immediately before the regularly scheduled day off. The day off will be Friday. Overtime will be applicable for all work in excess of 9 hours on a regularly scheduled 9-hour day, all work in excess of 8 hours on the regularly scheduled 8-hour day, and any work completed on the regularly scheduled day off.
 - b. A 4/40 work schedule (for grandfathered employees) consists of four 10-hour workdays, with one full day off each week. Employees on this schedule can request their day off as either Wednesday or Friday. Overtime will be applicable for all work in excess of 10 hours on a regularly scheduled 10-hour day and any hours of work completed on the regularly scheduled day off.
 - c. On any of the above schedules, work hours 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.
 - d. All employees' voicemail greetings must indicate the employees' work schedules.
 - e. An alternative schedule shall be created consistent with California law at straight time, except if more than 40 hours per week or 12 hours per day are worked, in which case, appropriate overtime will be paid.
4. HOLIDAYS, VACATION, LONGEVITY LEAVE, AND JURY DUTY
 - a. If a regularly scheduled day off falls on an agency holiday, the employee shall accrue 8 hours of "AWS Holiday Earned."
 - b. If an agency holiday falls on a regularly scheduled 9-hour workday, the employee can either work 9 hours on their scheduled 8-hour workday within that same two-week period, or use 1 hour of AWS Holiday Earned, vacation, or longevity leave as applicable.
 - c. If an agency holiday falls on a regularly scheduled 10-hour workday (grandfathered employees), the employee shall use 2 hours of AWS

Holiday Earned, vacation, or longevity leave as applicable. If an employee has no accrued AWS Holiday Earned, vacation, or longevity leave (if applicable) the employee may take the 2 hours unpaid or work 2 hours on their regularly scheduled day off within the same pay period.

- e. If absent all day on a regularly scheduled work day for vacation or sick leave, the employee shall be charged 8 hours on an 8-hour day, 9 hours on a 9-hour day, and 10 hours on a 10-hour day. This also applies to use of AWS Holiday Earned.
- f. For the purpose of the AWS, AWS Holiday Earned for holidays will be accrued hour-per-hour, not at time-and-a-half.
- g. In the event that an employee with an AWS is selected for jury duty, the full week(s) of their service will automatically revert to a regular 5/40 schedule for the duration of their service and through the end of that business week.

5. SCHEDULING WITHIN A UNIT

- a. If application of this Agreement results in more than 50% of the employees in any single supervisor's unit having a scheduled telecommute day or having a scheduled AWS day off (for grandfathered employees) on any given day, then the employees shall consult and attempt to work 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.

6. DISCONTINUANCE OF AWS, TELECOMMUTING ARRANGEMENT, OR ALTERNATE START/END TIMES

- a. The Employer may discontinue an employee's participation in an Alternative Work Schedule, Telecommuting arrangement or change in normal starting and ending time if the employee is being provided discipline or counseling relating to job performance or conduct on the job, if the employee fails to maintain proper accountability for work, or if the business needs of the Employer can no longer support the arrangement. The Employer shall not discontinue an employee's participation in an Alternative Work Schedule, Telecommuting arrangement or change in normal starting and ending time for arbitrary or unreasonable reasons.

7. REVERSION TO STANDARD SCHEDULE PRIOR TO RESIGNATION/RETIREMENT

- a. An employee who is resigning or retiring shall be assigned to a standard work schedule of eight (8) hours per day, five (5) days per week at least two (2) weeks prior to their resignation or retirement.

- D. Telecommuting - Service Coordinators, Clinical Professionals, Intake Professionals, and Community Services Specialists who have completed their introductory period may elect to telecommute for up to one day per work week. The telecommute day may only be a Monday or Wednesday. A maximum of 50% of the employees in any single supervisor's unit may have a scheduled telecommute day or have a scheduled AWS day off (for grandfathered employees) on any given day.
- E. Employees may not both telecommute and have an Alternative Work Schedule.

Section 19 – Layoff or Reduction in Force

- A. Seniority – Seniority is determined on the basis of the seniority date, which is defined as the most recent date of hire or reinstatement.
- B. Notice - Except in emergency, all permanent employees scheduled for layoff shall be given written notice of layoff at least fifteen (15) calendar days prior to the effective date. In lieu of notice, the Employer may elect to provide eleven (11) work days of pay to employees scheduled for layoff. The Employer shall notify the Union of any notification of employees of layoff or notification of pay in lieu of layoff at least four (4) hours prior to notification to employees.
- C. Other Options - The Employer shall consider other options such as reduced work weeks, rotating layoff, or other methods designed to retain as much of the work force as possible in lieu of layoff. In addition, the Employer may ask for volunteers to take a limited number of unpaid days off. The Employer shall offer to consult with the Union to determine if feasible alternatives to layoff exist.
- D. Layoff - If, however, the Employer in its sole discretion, determines a layoff is necessary, the layoff will occur as follows:
 1. ACRC will determine the classifications in which layoffs will occur.
 2. Layoffs within classification will be determined by seniority, provided, however, that ACRC may identify employees with special training, special skills, or special experience critical to the operation of the Agency, which employees may be retained over a more senior employee who does not possess such critical training, skill or experience.
 3. A more senior employee in a different classification who also possesses the same critical training, skill, or experience must be retained over a junior employee in the classifications in question.
- E. Displacement - In lieu of being laid off an employee may:
 1. Elect demotion to a vacant position in a classification with a lower maximum salary within the same class series, or
 2. Elect to displace another employee with less seniority in a lower classification within the same class series.

Management shall determine which positions are considered vacant for this Section. Employees displaced by this process shall be treated as laid off for the purposes of this Section.

- F. Insurance and Recall - In the event of layoffs, ACRC will continue to pay its portion of the health, vision, dental, and chiropractic insurance premiums through the end of the month in which the layoff occurs and through the month following the month in which the layoff occurs. Regular full-time staff who have been laid off may be considered preferentially for reinstatement, and reinstatement shall occur by seniority, after consideration of the critical skill, training, or experience described above. All preferential re-employment lists lapse eighteen (18) months after the day of layoff.

Section 20 – Bulletin Boards

- A. The Employer shall make available a single bulletin board in each employee break room at each office, in a non-public location to be used for official notices of Union business relating to the Employees of Alta California Regional Center. Any Union materials shall be posted by the Shop Stewards and removed when no longer timely. All notices to be posted must be dated and signed by a Shop Steward and a copy submitted to the Human Resources Director.
- B. The Agency inter-departmental mail systems may not be used for the general distribution of Union notices or information.
- C. It is understood that messages may be communicated on the telephone or left on voice mail or via email for an individual employee regarding union information; provided that the Employer retains the right to review any voice mail, fax, or e-mail message where necessary for legitimate management reasons, and that employees should not have an expectation of privacy in voice mail, fax, or e-mail messages. It is also understood that nothing in this Section prohibits an outside Union representative or Union Steward from communicating with the Employer by means of voice mail, fax, or e-mail.

Section 21 – Hours of Work and Overtime

- A. Workweek and Workday - Forty (40) hours shall constitute the regular straight time workweek for employees. While the Employer reserves the right in its sole discretion to change the regular work hours for business needs or desires, absent such change, the normal work day will be an eight (8) hour day, with either a 30 minute or a 60 minute meal period.
- B. Overtime - All work performed in excess of eight (8) hours in a day or forty (40) hours in a work week shall be compensated at time and one-half (1½) rate of pay. Sick leave is excluded from calculation of paid overtime. The workweek for overtime purposes begins at 12:00 midnight on Sunday and ends at 11:59 p.m. on Saturday. The workday for overtime purposes is the calendar day. Except for unanticipated circumstances beyond the control of the employee, overtime must be approved in advance of the work being performed. For applicable overtime while on an Alternative Work Schedule, see Section 18B.
- C. Meal Periods - Uninterrupted meal periods of thirty (30) or sixty (60) minutes duration at or around the customary meal time 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 one (1) meal period per shift for shifts of over four (4) and up to ten (10) hours. In accordance with California Law, the meal period must be taken no later than five (5) hours after the beginning of the employee's shift.

- D. Breaks - Employees shall be entitled to take one (1) break of fifteen (15) minutes in the morning and one such break in the afternoon. Such breaks shall be scheduled by either the Employer and/or the Employee and shall be counted as time worked. Such breaks may not be scheduled at the start of the work day, at the end of the work day, or in combination with the meal period.

Section 22 – Workload

A. Individual Workload Issues

The Employer will make an effort to distribute workload equitably so that no employee has a significantly higher workload than any other employee who performs similar duties and functions.

When an employee believes that his or her workload is significantly higher than that of another employee, the employee may discuss the matter with his or her immediate supervisor to attempt to arrive at a solution. If a mutually agreeable resolution cannot be reached, the employee may meet with the Director of Human Resources or his/her designee(s), and a union representative (if the employee chooses) to discuss the matter further and attempt to arrive at a solution.

B. Agency-Wide Workload Issues

The Union shall have the right to request relevant information relating to agency-wide workload issues. The Employer shall promptly respond to such requests. Upon request, representatives of the Union and the Employer shall meet to pursue resolution of any agency-wide workload issues.

Section 23 – Salaries

- A. 1. One-Time Payment. Each bargaining unit employee employed as of the second full pay period following the ratification of the 2017-2020 collective bargaining agreement shall receive a one-time payment equivalent to three and one-half percent (3.5%) of their actual base wages paid (excluding overtime) for the time period of July 1, 2016 - June 30, 2017. Payment shall be made on or about the time of the paycheck for the second full pay period following ratification of the 2017-2020 collective bargaining agreement.
- 2. Reopeners. This Section of this Agreement shall be re-opened for negotiations in September 2018 for the 2018-2019 Fiscal Year. This Section of this Agreement shall be re-opened for negotiations in September 2019 for the 2019-2020 Fiscal Year.
- B. Up through December 31, 2017, salaries shall be paid twice monthly, no later than the fifteenth and final calendar day of any month. 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. All new employees hired after March 1, 2003, will

be required to be paid through direct deposit, unless there are extreme extenuating circumstances.

Effective January 1, 2018, the payroll schedule shall be changed from the current semi-monthly schedule (with some pay being provided based on an estimate of hours to be worked in the future) to a bi-weekly schedule (with all pay being paid in arrears, based on actual hours previously worked). Under the new payroll schedule there would be 26 checks per year instead of 24. 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 agency is closed for the entire day on a pay day the pay day will be moved to the prior business day.

The transition in pay periods and pay days will result in a one-time gap between paychecks, as follows: The last pay check under the former system will be on December 29, 2017 for the pay period ending December 31, 2017. The first paycheck under the new system would be dated January 12, 2018. If the former system had remained in place, the next paycheck would have been on January 15.

In order to assist with this transition, employees may elect to take an advance on their pay, with a commitment to repay the advance, as follows:

1. ACRC will “advance” 40 hours of pay to staff for the workweek of January 8-12, 2018, if staff members choose to receive such an advance.
 2. Staff members will have until noon on December 4, 2017, to elect (in writing) to accept the advance of 40 hours of pay.
 3. The 40 hours pay advance will be repaid to ACRC by employees’ authorized payroll deductions beginning March 1, 2018, and will not extend beyond June 30, 2018.
 4. The advance will be repaid in 8 equal amounts to be deducted from future pay checks as follows: 3/23/18, 4/6/18, 4/20/18, 5/4/18, 5/18/18, 6/1/18, 6/15/18, and 6/29/18.
 5. Employees may elect to repay the advance earlier than scheduled but will be required to do so by making one lump-sum payment in the form of a check for the entire amount due prior to March 15, 2018.
 6. An employee shall execute all necessary forms for repayment prior to receiving the advance.
- C. The Employer shall maintain an itemization of accrued sick leave and vacation leave due for each employee utilizing a time and attendance system that shall be available to the employee.
- D. Up until December 31, 2017, 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.
- E. If the Employer establishes a new job classification within the Bargaining Unit during the term of this Agreement, the Employer shall also establish the rate of pay. The Employer shall notify the Union in writing of the establishment of any such new job classification. If the Union is not satisfied with the rate of pay established by the Employer, it shall have the right to negotiate the rate with the Employer. The

position shall be paid at the rate the Employer initially establishes until the negotiations are concluded.

- F. 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 signing, said employee will receive bilingual pay of eighty-seven cents (\$0.87) per paid hour. 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. The conversion from the current monthly bilingual benefit stipend to bilingual pay per hour worked shall be made on or about the time of the paycheck for the second full pay period following ratification of the 2017-2020 collective bargaining agreement. Effective with the first full pay period following July 1, 2018, bilingual pay will be increased to One Dollar (\$1.00) per paid hour. 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 dollars (\$15.00) per hour, receiving bilingual pay of eighty-seven cents (\$0.87) per hour would receive the basic overtime pay rate of time and one-half times Fifteen dollars and eighty-seven cents (\$15.87), or Twenty-three dollars and eight-one cents (\$23.81) per hour. The employee would not receive an additional eighty-seven cents (\$0.87) for an overtime hour worked.
- G. Performance Lump Sum - The Employer agrees to continue the ongoing performance based incentive lump sum payment program, payable at the end of each fiscal year, based upon performance and other organizational criteria that the Employer in its sole discretion shall identify and from time to time modify. To the extent these criteria are met in future years, the Employer in its sole discretion may pay additional lump sum bonuses to employees in fiscal years in which the criteria are met.
- H. Master's Degrees - The following Master's Degrees from an accredited college or university will be accepted as qualifying for the following classifications, provided that the Employee meets any applicable experience requirements or other requirements of the classification. An accredited college or university is one which appears in the U.S. Department of Education *Regional and National Institutional Accrediting Agencies* list at the time the program began. If the institution is removed from this list prior to the employee completing their degree, it is the employee's responsibility to provide evidence that the institution was accredited at the time they began their program. Credit will be given effective upon the first pay period commencing at least fourteen (14) days following receipt of an approved request and proof of the conferral of the degree:
1. Service Coordinator IIIB and IIIA and Community Services Specialist II:
Master's Degrees in Social Work, Human Services, Public Administration, Criminal Justice, Child Development, Special Education, Counseling,

Psychology, Public Health, Nursing, Rehabilitation Counseling, and Sociology

2. Transportation Coordinator II:

Master's Degrees in Transportation Planning, Business, Social Work, Human Services, Public Administration, Child Development, Special Education, Counseling, Psychology, Public Health, and Sociology

3. Nursing Consultant II:

Master's Degree in Nursing

Upon approval of any request for credit for the above-listed degrees, the Employee will be placed on a salary step within the higher classification closest to, but not less than, a minimum of a five percent (5%) salary increase.

The Employer may add to the designations of the precise Master's Degrees that will qualify for various classifications.

- I. Effective with the first full pay period of the 2016 calendar year, employees in the Service Coordinator II/Liaison Support Coordinator II job classification who have reached Step 8 of the Salary Scale, and who have twelve (12) or more years of employment with ACRC as a Service Coordinator, Liaison Support Coordinator and/or Community Services Specialist, shall be placed on the Service Coordinator IIIA/Liaison Support Coordinator IIIA job classification of the Salary Scale at the salary step which is closest to, but not less than, a minimum of a five percent (5%) salary increase.

Effective with the first full pay period following January 1, 2016, employees in the Community Services Specialist I job classification who have reached Step 8 of the Salary Scale, and who have twelve (12) or more years of employment with ACRC as a Community Services Specialist, Service Coordinator, and/or Liaison Support Coordinator, shall be placed on the Community Services Specialist II job classification of the Salary Scale at the salary step which is closest to, but not less than, a minimum of a five percent (5%) salary increase.

For purposes of calculating eligibility for these salary placements, all Alta employment time shall be credited whether consecutive or not, including employment as a temporary employee on the ACRC payroll, but not including time when employed by a temporary staffing agency.

- J. Step increases will be granted annually on the employee's anniversary date, *which* is defined as the employee's most recent date of hire or promotion into the employee's current position or reclassification into a new position. If the employee is on an Employee Improvement Plan at the time of the anniversary date, the step increase will then be granted during the pay period following successful resolution of the Employee Improvement Plan. An employee who is promoted, does not pass their new introductory period, and who is returned to their prior position shall revert to the anniversary date for their prior position.

Section 24 – 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.
- B. Filing Procedure - An employee shall receive notification of material being placed in the file. An employee shall receive a copy of such material upon request.
- C. Anonymous Material - Anonymous material shall only be placed in an employee's file if, after a good faith investigation, there is or was: (1) a threat of danger to the health or safety of clients or employees, or (2) evidence of serious misconduct. Employees shall be advised in advance of the substance of the material and given an opportunity to place a written response in the file. The parties agree that anonymous material shall not, by itself, form the basis of any disciplinary action.
- 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. 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.
- F. 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.

Section 25 – Performance Appraisal

Performance appraisals will be conducted for new, promoted, and continuing employees on a regular basis, at least annually. The supervisor will appraise on-the-job performance, performance objectives, and, if applicable, training needs will be established. Appraisal material submitted shall be restricted to the time span the appraising supervisor has actively supervised said employee.

Performance Appraisals will be grievable only to the extent that factual information contained in the appraisal is inaccurate. An employee may challenge any factual inaccuracy contained in a performance appraisal by presenting evidence of the inaccuracy to the Human Resources Director. The supervisor's opinion regarding the employee's performance does not constitute a factual inaccuracy.

Section 26 – Discipline, Discharge, Separation

- A. Regular or Post-Introductory Employees - A regular employee, (i.e., a post-introductory employee) shall be disciplined or discharged only for just cause. Employees covered by this Section shall have the right to appeal any disciplinary action, including suspension, demotion, or discharge, in accordance with the provisions of the grievance procedure set forth in this Agreement.

- B. Introductory Employees - Any new employee serving his or her initial introductory period may be discharged at the Employer's discretion, and such discharge shall not be subject to the grievance procedure of this Agreement.

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

- C. Discipline For Just Cause - Employees shall not be disciplined except for just cause. No regular employee may be discharged unless his/her immediate supervisor or, if not available, the next available supervisor in the chain of command has provided counseling and a written evaluation of performance, including an Employee Improvement Plan (EIP) required to remove the deficiency and the employee given a reasonable period to improve performance. The Employer may take disciplinary action for just cause against any employee, as long as such discipline is progressive in nature and corrective in its scope.

The Employer may, however, immediately discharge an employee in case of performance, actions, or behavior that create a hazard to clients, fellow employees, or other persons, or in case of gross misconduct, dishonesty, insubordination, actions that damage the agency's finances or reputation, unlawful harassment, theft, or any other cause sanctioned by law.

Notice of discharge suspension or demotion shall be served in person or by certified 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 of the act or omissions on which causes are based
 - E. Statement advising the employee of his/her right to grieve and the right to Union representation
- D. Resignation - Any employee desiring voluntarily to resign shall give at least two (2) weeks written notice of the intent to resign. If an employee terminates, accrual of benefits ceases on the last day worked, and benefits terminate in accordance with terms and conditions of the specific benefit plans unless the employee and/or dependents elect to continue coverage as provided by the Federal COBRA law.

Section 27 – Promotion, Reclassification, Reassignment, Transfer

- A. Promotion
- 1. Promotion is defined as upward movement to a vacant position in a higher salary classification.
 - 2. The Employer shall give due consideration to promotion from within whenever possible by interviewing employees who apply for promotion and

meet minimum qualifications. The Employer reserves the right to choose the most qualified candidate, whether internal or external.

3. Employees who receive promotions will be placed on a salary step closest to, but not less than, a minimum of a five percent (5%) salary increase. When the promoted employee's normal annual step increase would have occurred within 60 days of the effective date of the promotion, the employee shall receive the step increase on the same day as the promotion, calculated prior to the promotion. When promoted, the employee's seniority date will remain the same, and the anniversary date will become the date of promotion.
- B. Reclassification - Reclassification is defined as a change in classification involving a revised position description based on duties currently being performed. No posting, recruitment, or selection procedures will take place unless a vacancy occurs in the classification. (Reclassified employees will not be required to serve an additional introductory period.)
- C. Reassignment - Reassignment is defined as a change from one job to another within the same classification initiated by the Employer.
1. Reassignments will not be done arbitrarily or capriciously, nor will they be undertaken for punitive purposes in lieu of discipline, unless mutually agreed to by the parties thereto.
 2. In the event the Employer decides to reassign an employee, prior written notice (ordinarily two (2) weeks or more) shall be given so that the employee can make personal adjustments. Reassignments shall not be subject to the grievance procedure.
 3. Reassigned employees shall retain their same pay step and anniversary date, and they shall not be required to serve any additional introductory period.
 4. The Employer may ask for volunteers prior to imposing a reassignment upon an employee.
- D. Transfer - Transfer is defined as a change from one job to another within the same classification initiated by the employee.
1. Employees who have completed twelve (12) continuous months of employment in their most recent position within ACRC may apply for transfer to vacant positions. In extenuating circumstances, an employee may submit a request for transfer prior to completion of the twelve (12) continuous months of their most recent position within ACRC
 2. Employees who are in their current position due to reclassification, reassignment or reduction in force, may apply for transfer to a vacant position when one becomes available.
 3. The Employer must give work site preference to the most qualified internal employee who applies for a transfer, unless an external candidate with clearly superior qualifications applies for the opening.

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.

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.

Section 29 – 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 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 thirty (30) calendar days following the date the grievance occurred or within thirty (30) 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 seven (7) 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 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.

The written grievance shall be filed with the appropriate Department Director, or with the Human Resources Director, within thirty (30) calendar days following the date of the supervisor's response to the informal meeting. The Union, Department Director, or the Human Resources Director may request a meeting at this step.

The Department Director or the Director of Human Resources shall respond, in writing, to the written grievance within ten (10) calendar days of receipt of the written grievance or within ten (10) calendar days of the date the requested meeting occurs.

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 ten (10) calendar days after receipt of the Department Director's or Human Resources Director's response.

Within ten (10) 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 ten (10) calendar days after such meeting the Executive Director shall render an answer in writing.

E. Step 4: Arbitration

If 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 Director of Human Resources, in writing, within twenty (20) calendar days after 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 twenty (20) calendar 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.

Section 30 – Shop Stewards and Union Officers

- A. Upon reasonable notice to the Supervising Counselor (for a visit to a branch office) or to the Human Resources Director or designee (for a visit to the main office) of the time and date of a visit, a duly authorized union representative who is not an employee of the Employer shall have access, during reasonable business hours, to the Employer's facilities for any reason which is deemed necessary by the representative. This privilege shall be exercised reasonably and shall not compromise the confidentiality of clients.
- If the representative wishes to meet with an employee, such meeting shall occur on the employee's non-work time, (i.e., the employee's lunch period or breaks). If a meeting during such times is impossible, subject to client needs and the needs of the department, the employee may meet with the Union Representative for a reasonable period. Such business shall be conducted in non-working areas, such as meeting rooms, interview rooms, lunch rooms, or conference rooms. The Union shall promptly advise the Employer of the name of the assigned Worksite Organizer.
- B. The Employer agrees to recognize one (1) Union Steward duly appointed by the Union at each facility operated by the Employer, and additional stewards similarly appointed by the Union for the main Sacramento facility. Union duties do not relieve Union Stewards or others of their regular responsibilities. Union Stewards shall be allowed reasonable time when necessary to assist employees during grievance conferences or investigations that may lead to discipline. The Union

shall notify the Employer of the names of the currently designated Union Stewards.

- C. The Employer agrees to continue to allow voluntary Union orientation for all new employees.
- D. ACRC staff that travel to attend Union meetings held during lunch breaks are not eligible to receive mileage reimbursement for that meeting.

Section 31 – Safety and Health

- A. The Employer shall make reasonable provisions for the safety, health and comfort of the employees. Employees are expected to cooperate with the Employer in injury and illness prevention activities. For example, the Employer has purchased Automated External Defibrillators for installation at appropriate work locations. Unsafe conditions must be reported as soon as possible to the employee's immediate supervisor. The Employer shall promptly respond on what action has been taken or will be taken to alleviate the problem. Fellow employees who need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

Any injury that occurs on the job must be reported as soon as possible to the employee's supervisor and the Human Resources Director or his/her designee. Except in an emergency, no employee should leave work without reporting an injury that occurred. The parties agree and understand that employees who fail to follow the obligations provided in this subsection are subject to discipline for just cause under this Agreement.

- B. Consistent with subsection A, the Employer agrees to comply with applicable regulation concerning safety and health in connection with technology, including, but not limited to, video display terminals, chairs, desks, and related equipment.

Employees who become pregnant will have the option of discontinuing use of video display terminals and seeking other work, if available; if other work is not available, the employee shall be granted a leave of absence under Section 8 of this Agreement.

Section 32 – Savings Clause

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

Section 33 – Term of Agreement

This Agreement shall become effective November 1, 2017, and shall remain in effect through October 31, 2020, or until expiration of the Employer's principal operating Agreement with the State of California, whichever is earlier. For the 2018-19 fiscal year, in addition to the reopener on Salaries (Section 23) scheduled for September 2018, each party may select two sections of the Agreement for reopener negotiations. For the 2019-20 fiscal year, in addition to the reopener on Salaries (Section 23) scheduled for

September 2019, each party may select two sections of the Agreement for reopener negotiations.

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.

Section 34 – Bargaining Obligation

- A. **Full Understanding** - It is intended that this Agreement sets forth the full and entire Agreement of the parties regarding the matters set forth herein and all other topics subject to bargaining; and therefore, any other prior or existing agreements by the parties, whether formal or informal, written or unwritten, regarding such matters, are hereby superseded or terminated in their entirety.
- B. **No Interim Bargaining** - The Employer and the Union acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining, and that all said subjects had been discussed and negotiated upon and the agreements contained herein were made after the free exercise of such rights and opportunities. Except as specifically provided by this Agreement, the Employer and the Union, therefore, for the term of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically addressed in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either the Union, the Employer, or both, at the time of negotiating and executing this Agreement. The 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.

Section 35 – No Work Stoppages

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

The prohibitions of this Section shall apply whether or not 1) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; 2) such conduct is in support of, or in sympathy with, a work stoppage conducted by the Union, any other labor organization, or any other group of employees; or 3) such conduct is for any other reason, including, but not limited to, protest of an alleged violation of any State or Federal law, political protest, civil rights protest, consumer protest, or environmental protest. If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to

terminate, and does not in any way encourage any of the activities prohibited by this Section which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

- B. Discipline - Any employee who participates in any activity prohibited by Subsection A of this Section shall be subject to discharge or such lesser discipline as the Employer, in its sole discretion, shall determine without recourse to the grievance procedure; provided, however, that the employee shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the Arbitrator.
- C. Remedies for Breach - The Employer and the Union shall be entitled to seek all appropriate remedies, including, but not limited to, injunctive relief and damages, if this No Work Stoppages provision is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.
- D. Lockouts - The Employer agrees that there shall be no lockouts during the term of the Agreement. Acts of God shall not be considered lockouts.

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

Section 37 – Mutual Respect

The Employer and the Union agree that mutual respect between managers, employees, co-workers and supervisors is integral to the efficient conduct of the Employer's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Any alleged violation of this section is subject to Steps 1 – 3 of the Grievance Procedure, but shall not be subject to Step 4 – binding arbitration.

EXECUTION

Signed this _____ day of _____, 2018

For the Employer:
Alta California Regional Center

For the Union:
SEIU Local 1021

Philip Bonnet
Executive Director

Dan Kilmer
Chapter President SEIU Local 1021

Jennifer L. Crick, SPHR, PHRca, SHRM-SCP
Human Resources Director

(No longer with ACRC)
Lisa Johnson
SEIU Local 1021

Juliana Margil
SEIU Local 1021

Maria "Mikey" Mendezona
SEIU Local 1021

Janett Rollins-Bassett
SEIU Local 1021

Stephen Cutty
SEIU Local 1021 Field Representative

John Stead-Mendez
Executive Director – Field/Program Staff
SEIU Local 1021

APPENDIX – HOLIDAY SCHEDULE

Holiday	2017	2018	2019	2020
New Years Day		Monday, January 1	Tuesday, January 1	Wednesday, January 1
Martin Luther King, Jr. Day		Monday, January 15	Monday, January 21	Monday, January 20
Presidents' Day		Monday, February 19	Monday, February 18	Monday, February 17
Cesar Chavez Day		Friday, March 30	Monday, April 1	Tuesday, March 31
Memorial Day		Monday, May 28	Monday, May 27	Monday, May 25
Independence Day		Wednesday, July 4	Thursday, July 4	Friday, July 3
Labor Day		Monday, September 3	Monday, September 2	Monday, September 7
Indigenous Peoples' Day/ Columbus Day		Monday, October 8	Monday, October 14	Monday, October 12
Veterans' Day		Friday, November 10	Monday, November 12	Monday, November 11
Thanksgiving Day	Thursday, November 23	Thursday, November 22	Thursday, November 28	Thursday, November 26
Friday After Thanksgiving	Friday, November 24	Friday, November 23	Friday, November 29	Friday, November 27
Christmas Eve Day	Friday, December 22	Monday, December 24	Tuesday, December 24	Thursday, December 24
Christmas Day	Monday, December 25	Tuesday, December 25	Wednesday, December 25	Friday, December 25
New Years Eve Day	Friday, December 29	Monday, December 31	Tuesday, December 31	Thursday, December 31

APPENDIX - HOURLY SALARY TABLE AS OF JANUARY 1, 2018

GRADE	TITLE	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT
26.00	Physician II	81.92	86.01	90.31	94.83	99.58	104.54	109.77	115.26
20.00	Psychologist	30.77	32.32	33.92	35.63	37.42	39.29	41.26	43.34
19.50	ASD Clinical Specialist	29.00	30.44	31.97	33.59	35.25	37.03	38.87	40.80
19.50	Nursing Consultant II	29.00	30.44	31.97	33.59	35.25	37.03	38.87	40.80
19.50	Speech/Language Pathologist	29.00	30.44	31.97	33.59	35.25	37.03	38.87	40.80
18.00	Nursing Consultant I	26.58	27.90	29.28	30.77	32.31	33.90	35.62	37.41
17.00	Senior Accountant	26.26	27.58	28.96	30.40	31.94	33.52	35.19	36.96
16.50	ASD Program Coordinator	24.14	25.37	26.64	27.97	29.38	30.83	32.38	34.00
16.50	Cultural Diversity Specialist	24.14	25.37	26.64	27.97	29.38	30.83	32.38	34.00
16.50	Community Services Specialist II	24.14	25.37	26.64	27.97	29.38	30.83	32.38	34.00
16.50	SIR Coordinator II	24.14	25.37	26.64	27.97	29.38	30.83	32.38	34.00
16.50	Transportation Coordinator II	24.14	25.37	26.64	27.97	29.38	30.83	32.38	34.00
16.50	Applied Behavior Analyst	24.14	25.37	26.64	27.97	29.38	30.83	32.38	34.00
16.50	Service Coordinator IIIA	24.14	25.37	26.64	27.97	29.38	30.83	32.38	34.00
16.50	Intake Specialist IIIA	24.14	25.37	26.64	27.97	29.38	30.83	32.38	34.00
16.50	Liaison Support Coordinator IIIA	24.14	25.37	26.64	27.97	29.38	30.83	32.38	34.00
14.00	Service Coordinator IIIB	21.88	22.96	24.10	25.32	26.58	27.92	29.32	30.77
14.00	Intake Specialist IIIB	21.88	22.96	24.10	25.32	26.58	27.92	29.32	30.77
14.00	Liaison Support Coordinator IIIB	21.88	22.96	24.10	25.32	26.58	27.92	29.32	30.77
13.50	Community Services Specialist I	21.01	22.05	23.17	24.35	25.55	26.83	28.17	29.60
13.50	SIR Coordinator I	21.01	22.05	23.17	24.35	25.55	26.83	28.17	29.60
13.50	Transportation Coordinator I	21.01	22.05	23.17	24.35	25.55	26.83	28.17	29.60
12.00	Service Coordinator II	20.57	21.58	22.66	23.79	24.98	26.23	27.55	28.94
12.00	Qualified Intellectual Disabilities Professional	20.57	21.58	22.66	23.79	24.98	26.23	27.55	28.94
12.00	Liaison Support Coordinator II	20.57	21.58	22.66	23.79	24.98	26.23	27.55	28.94
11.00	Vendor Coordinator	19.13	20.09	21.09	22.14	23.26	24.42	25.65	26.91
9.00	Service Coordinator I	18.65	19.58	20.55	21.57	22.65	23.78	24.97	26.20
9.00	Liaison Support Coordinator I	18.65	19.58	20.55	21.57	22.65	23.78	24.97	26.20
8.75	Case Transfer Secretary	18.73	19.65	20.64	21.67	22.73	23.88	25.07	26.33
8.75	Fiscal Assistant IV	18.73	19.65	20.64	21.67	22.73	23.88	25.07	26.33
8.00	Fiscal Assistant III	15.52	16.30	17.12	17.98	18.90	19.82	20.84	21.88
8.00	Vendorization Processor	15.52	16.30	17.12	17.98	18.90	19.82	20.84	21.88
7.00	Office Assistant IV	15.39	16.17	17.00	17.84	18.75	19.68	20.65	21.69
7.00	SIR Assistant	15.39	16.17	17.00	17.84	18.75	19.68	20.65	21.69
5.00	Office Assistant III	14.22	14.93	15.68	16.47	17.28	18.17	19.06	20.02
4.00	Fiscal Assistant II	13.79	14.48	15.21	15.98	16.77	17.60	18.46	19.38
2.50	Office Assistant II	12.88	13.51	14.19	14.90	15.63	16.42	17.25	18.10
2.00	Fiscal Assistant I	12.48	13.11	13.78	14.47	15.20	15.96	16.74	17.58
1.00	Office Assistant I	11.78	12.36	12.97	13.62	14.31	15.03	15.78	16.57