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APPENDIX A – CURRENT SALARY SCHEDULE – Effective 11/01/2021	
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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

November 7, 2024

FINAL TENTATIVE AGREEMENT

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

SECTION 10- COMPENSATION

A. Salary Schedule:

~~1. 2023: 3.5% salary COLA increase. Effective pay period beginning 11/5/2023.~~

1. 2024: All wage rates on the Salary Schedule (Appendix A) shall be increased by three and one quarter percent (3.25%), effective with the first full pay period following January 1, 2025.

One Time Payments: Employees whose most recent date of hire with VMRC was on or prior to June 30, 2024, who are still employed by VMRC up to December 13, 2024, shall receive a one-time payment in the gross amount of Four Thousand Dollars. Employees whose most recent date of hire with VMRC was on or after July 1, 2024, who are still employed by VMRC up to December 13, 2024, shall receive a one-time payment in the gross amount of One Thousand Five Hundred Dollars. The one-time payments shall be made in the month of December 2024.

~~However, management agrees to reopen the contract in 2022 and 2023 to negotiate salary and benefit cost (only).~~

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

3. By reference, the salary schedule is made part of this Agreement. The salary schedule shall reflect only the hourly rates paid, rounded to the nearest penny. For example, the new pay rate for a Service Coordinator, Step 1, as identified on the salary schedule, will be ~~\$23.78~~ \$ _____ per hour with a bachelor's degree 0-3 years' experience, ~~\$24.98~~ \$ _____ per hour with a bachelor's degree 3-5 plus years' experience or master's degree 0-3 years' experience, ~~\$26.20~~ \$ _____ per hour master's degree plus 3-5 plus years of experience, effective when the increase identified in section 10.A.1, above, occurs. Amendments, additions and deletions to the salary schedule must be approved by the Board of Directors, with the provision that salaries for bargaining unit positions are also subject to negotiation with the Union. When adjustments are made to the

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Salary Schedule, a copy of the schedule shall be given to all employees and a copy shall be sent to the Union.

B. Promotion: Employees promoted shall, upon assuming the new position, go to the salary step which provides an increase of at least 4.5% above the salary step at which the employee was actually paid at the time of promotion. Promotion is defined as movement to a different job classification with a higher pay scale.

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

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

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

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

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

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

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

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

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

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~~The anniversary date shall be advanced by a number of days equal to the period of unpaid leave in excess of thirty (30) calendar days.~~

G. Longevity Payment: When an employee completes their 18th year of employment, his/her salary will be increased thereafter by 2%. Effective with the first full pay period following ratification of this Agreement, when an employee completes their 24th year of employment, his/her salary will be increased thereafter by an additional 2%.

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

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

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

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

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

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

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

~~I. One time \$500 stipend: funded by the remaining balance from the Unfunded Liability. This stipend included in the first payroll of November 2024.~~

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SECTION 27 - BENEFITS

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

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

A. Life Insurance: Life insurance coverage shall be provided by the Employer based on three (3) times the annual salary, (rounded up to the nearest \$1,000.00 to a maximum of \$100,000), to be updated at time of salary reviews and/or increases.

B. Medical Insurance: Effective ~~December 1, 2023~~ January 1, 2025, the Employer will pay for employee and dependent medical insurance coverage up to the amounts listed below:

1. Employer Contribution Rates

- Employee only - ~~\$1015.00~~ \$1,080.00 per month
- Employee plus 1 Dependent - ~~\$1,500.00~~ \$1,700.00 per month
- Employee plus 2 or more Dependents - ~~\$1900.00~~ \$2,200.00 per month

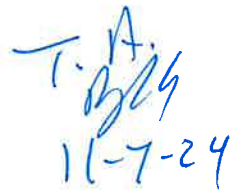
C. Dental Insurance: The Employer shall pay for the full cost of employee and dependent coverage for dental insurance; including domestic partners as defined by insurance plan.

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

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

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





hired on or after January 1, 2013 who were not prior members of CalPERS) do not receive this reduction in the employee contribution rate.

G. Effective November 1, 2007, the Unum Provident long term disability benefit was terminated by agreement between the union and the Employer. Former employees who had filed claims for benefits under the prior plan may continue to receive ongoing benefits, subject to the requirements of the plan itself. The Agency will review the cost of adding this benefit back to be discussed by the parties during the next contract negotiations.

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

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

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

K. Opt Out/Reduction in Coverage.

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

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

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

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

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

Proof of alternate coverage is required to participate in the reduced benefit program. This shall be accomplished by an initial verification of alternate coverage for all spouses, children and family members, and annual verification of such coverage thereafter. Annual reverification must be completed between December 1 and December 31 of each year. Employees whose

T. R. Myler
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dependents are no longer eligible for coverage under the VMRC plan shall no longer be entitled to payment for not taking additional coverage. Reduced benefit payments do not begin until satisfactory proof of alternate coverage is received by the Human Resources Department.

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

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

L. Cessation of Benefits Upon Termination of Employment or Resignation

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

M. Bilingual stipend Pay

A bilingual stipend in the amount of ~~\$100 a month~~ \$1.15 per hour will be paid to employees who are required to use a second language in their position. This increase shall be effective with the first full pay period following ratification by the bargaining unit members and the Board of Directors.

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

1. 20% or greater of your caseload or other determining factors could include positions to where translating of documents or oral communications is required or needed 20% of the time in their positions.
2. Management to identify need.
3. Eligible employee must pass written and oral testing with a score of 95% or greater.
4. Process: identify need and position; employees apply, interview process, testing and seniority will be involved in determining the selected employee. Highest testing score will be final decision point in the selection process unless more than one candidate has the same score then seniority will determine the outcome.

~~No stipend will be given to those employees to where their position job description required a bilingual language since this was taken into consideration in determining the salary range.~~

SECTION 33 – TERM

This Agreement shall be effective without retroactive effect (unless otherwise noted) as of November 1, 2021 2024, and shall remain in effect through November 1, 2024 2025.

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However, management agrees to reopen the contract in 2022 and 2023 to negotiate salary and benefit cost (only).

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

PRIOR TENTATIVE AGREEMENTS

All prior tentative agreements are a part of this final tentative agreement:

#	SECTION	DATE OF TENTATIVE AGREEMENT
	Preamble	
1	RECOGNITION	9-12-24
2	UNION SECURITY	9-12-24
3	UNION BUSINESS	10-2-24
4	SENIORITY	9-19-24
5	LAYOFFS, REDUCTION IN FORCE, REHIRES	10-2-24
6	BASIC PRINCIPLES, CONFLICT OF INTEREST	9-19-24
7	JOB VACANCIES, PROMOTIONS, etc.	9-12-24
8	JOB SHARING	9-19-24
9	PERFORMANCE APPRAISALS	9-12-24
11	DISCIPLINE AND DISCHARGE	9-12-24
12	ORIENTATION PERIOD	10-2-24
13	PERSONNEL RECORDS	9-26-24
14	GRIEVANCE PROCEDURE	9-12-24
15	NON-DISCRIMINATION	9-12-24
16	HOURS OF WORK	10-23-24
18	AFTER HOURS RESPONSE SYSTEM	10-2-24
20	VACATION	10-9-24
21	SICK LEAVE	10-9-24
22	LEAVES OF ABSENCE	10-9-24
23	DONATION OF VACATION/SICK LEAVE	10-2-24
24	BEREAVEMENT LEAVE	9-19-24
25	JURY DUTY PAY	9-12-24
26	RETURN TO WORK	9-12-24
29	NO STRIKE, NO LOCKOUT	9-12-24
30	MANAGEMENT RIGHTS	10-9-24
31	EFFECT OF AGREEMENT	9-12-24
32	SAVING CLAUSE	9-12-24

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SECTIONS NOT ADDRESSED

Any Sections not specifically identified in this final tentative agreement or in a prior tentative shall remain at status quo, with no change in current contract language

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T.A. *By*
11-7-24

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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

September 12, 2024

Tentative Agreement: Status Quo Sections

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

PREAMBLE

- SECTION 1 – RECOGNITION
- SECTION 2 – UNION SECURITY, DUES CHECKOFF AND NOTIFICATION
- SECTION 7 – JOB VACANCIES, PROMOTIONS, etc.
- SECTION 9 – PERFORMANCE APPRAISALS
- SECTION 11 – DISCIPLINE AND DISCHARGE
- SECTION 14 – GRIEVANCE PROCEDURE
- SECTION 15 – NON-DISCRIMINATION
- SECTION 25 – JURY DUTY PAY
- SECTION 26 – RETURN TO WORK
- SECTION 29 – NO STRIKE, NO LOCKOUT
- SECTION 31 – EFFECT OF AGREEMENT
- SECTION 32 – SAVING CLAUSE



Rafael Arroyo

9-12-2024




9/12/2024

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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

October 2, 2024


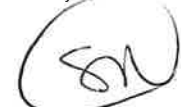


Tentative Agreement: Section 3: Union Business

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

A. A duly authorized representative of the Union shall be permitted access to the Employer's facilities at reasonable times for the purpose of observing whether this Agreement is being observed, to investigate complaints of employees, or to assist in the adjustment of grievances, provided that the Union representative shall give prior notification to the Employer's Executive Director of the date and time of the visit. This privilege shall be exercised reasonably and shall not disrupt the work of employees, provided that the Union representative may confer with an employee and his/her their supervisor or other Employer representative in connection with a complaint or problem concerning the employee during working hours. The Union shall promptly advise the Employer of the name of the assigned Worksite Organizer.

B. The Employer agrees to recognize one (1) Union steward per 50 bargaining unit members per office with no less than one (1) Union steward in the San Andreas office, no less than one (1) Union steward in the Tracy office, no less than four (4) Union stewards in the Stockton office, and no less than three (3) Union stewards in the Modesto office. The Union president, secretary-treasurer, chief shop steward, and stewards shall restrict their union activities during working hours to five (5) hours per week, which shall be scheduled by mutual agreement between the union steward and his/her their immediate supervisor, and stewards shall notify bargaining unit members of the scheduled time during which the steward can be reached. Union stewards and the president and the secretary/treasurer are expected to continue performing their normal work duties during the scheduled hour whenever they are not interrupted by Union work. Notwithstanding the foregoing, Union stewards and the president and the secretary-treasurer shall be allowed reasonable work time necessary to assist employees during grievance conferences. Both parties will seek to schedule a reasonable date, time and location for such conferences. If the parties cannot agree on a date, time and location, each party will offer a minimum of three (3) dates/times/locations. The Union shall notify the Employer of the names of the currently designated Union stewards and the president and the secretary-treasurer. Up to two (2) DD Council delegates will be provided up to 8 hours paid time one time per year for legislative work on behalf of the Regional Center system with prior approval of the Executive Director.

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





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

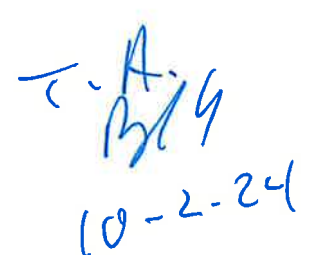
E. The parties shall establish a Labor-Management Committee. The Committee shall be comprised of up to four (4) members selected by the Union and the Union Representative, up to three (3) members selected by the Employer, and the Executive Director. The Committee shall meet to discuss issues of concern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

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

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

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

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



VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

October 2, 2024

Tentative Agreement: Section 5: Layoffs or Reduction in Force and Rehires (Proposal 2)

The bargaining teams tentatively agree to the following changes to Section 5.G and 5.H:

SECTION 5 - LAYOFF OR REDUCTION IN FORCE AND REHIRS

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

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

The bargaining teams tentatively agree that all other language in Section 5 remain at status quo, with no change in current contract language.


 10/2/2024

 10/2/24




T. A. 

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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

September 19, 2024

Tentative Agreement: Section 6: Basic Principles, Conflict of Interest

The bargaining teams tentatively agree to the following changes to Section 6:

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

B. Employee Shall:

1. ~~Notify Human Resources of the employee's current address, telephone number, tax withholding status, marital status, benefit coverage and person to notify in case of emergency. Employees can update their current address, telephone number, and tax withholding status directly in Paycom or subsequently-adopted recordkeeping system. However, any changes to benefits or legal name must be communicated to Human Resources.~~
2. Notify their supervisor of their current phone number, person to notify in case of emergency and whether any reasonable accommodation is necessary in order for the employee to perform the essential functions of their job.
3. Notify the Employer immediately following any injury on the job.
4. Not accept gifts, money or gratuities from persons or firms from which the Employer receives, obtains or provides goods or services.
5. Not serve on boards of vendors or be employed by vendors. "Vendors" as used in this Agreement includes Independent Facilitators, Service Providers or others providing services to individuals who are utilizing the self-determination model for obtaining services.
6. Comply with all established policies of the Employer including, but not limited to, policies regarding confidentiality of consumer files, rules regarding travel claims, and similar policies.
7. Perform ~~his/her~~ their work at the highest level of skill and competence of which the employee is able.
8. Perform ~~his/her~~ their assigned duties and not attend to personal business during the hours of service established in the Agreement (lunch and rest periods excluded).

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

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M/D
McLuk

Shupman
B/S

T. A. B/S
9-19-24

VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

September 19, 2024

Tentative Agreement: Section 8: Job Sharing/Part Time

The bargaining teams tentatively agree to the following changes to Section 8:

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

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

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

A job sharing proposal, including division of working hours and benefits, shall be submitted to the immediate supervisor and/or responsible management team member, with a copy to the Human Resources Director. The immediate supervisor and/or responsible management team member shall respond with an approval or denial within ten (10) business days of the request. If the request is denied, the request may be submitted directly to the Executive Director. The Executive Director may accept, modify, or reject in total the request submitted. The Executive Director shall respond with an approval, modification or denial within ten (10) business days of the request. Such decisions shall not be subject to grievance or appeal.

The Employer, or either of the employees involved in a job sharing agreement may end the agreement at any time on fifteen (15) days' notice. The parties recognize that the termination of a job sharing agreement may ultimately result in the layoff of a bargaining unit member. A layoff resulting from an employee-initiated termination of a job sharing agreement shall not be subject to the grievance procedure. In such case, either or both employees may propose a different job sharing arrangement pursuant to this section. In such cases, it shall be the responsibility of the employee(s) to locate another employee with whom to job share within thirty (30) working days. In the event the employee cannot find a new job share partner, he/she

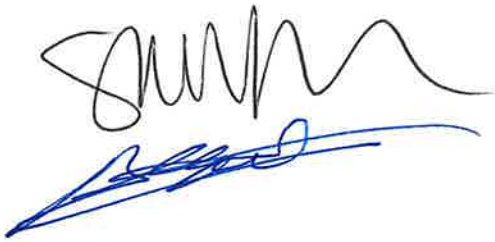
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shall have the option of filling the balance of the shared position provided no part time position is available.

B. Part time

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



T.A. Miller
9-19-24

VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

September 19, 2024

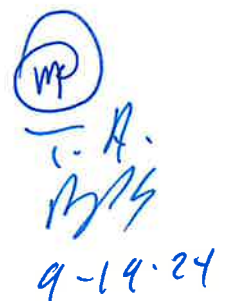
Tentative Agreement: Section 4: Seniority

The bargaining teams tentatively agree to the following changes to Section 4:

A. Seniority is determined on the basis of the seniority date, which is defined as the most recent date of hire or reinstatement (excluding service as a temporary employee), adjusted by periods of ~~authorized unpaid leave in excess of thirty (30) consecutive working days;~~ ~~unauthorized absence in excess of two (2) days;~~ layoff in excess of twelve (12) months, and by failure of a laid off employee to report to work on recall within the time limits established in Section 5 of this Agreement. The date of hire or reinstatement shall be the first day on which the employee reports for work as a non-temporary employee.

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

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

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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

October 2, 2024

Tentative Agreement: Section 12: Orientation Period

The bargaining teams tentatively agree that Section 12 shall remain at status quo, with no change in current contract language.

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10-2-24



T. A. Pappalardo

10-2-24

VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

September 26, 2024

Tentative Agreement: Section 13: Personnel Records

The bargaining teams tentatively agree to the following changes to Section 13.H.:

H. To ensure that paychecks reflect the proper deductions and benefits and include all eligible dependents and beneficiaries, each employee shall update their information as needed in ~~notify the Human Resources staff of any of the following changes in personnel status utilizing Paylocity~~ Paycom or subsequent replacement recordkeeping system, including:

1. Name, address, telephone number, email address, tax withholding status and marital status.
2. Number of dependents.
3. Person to be notified in case of emergency and their contact information.
4. Designated beneficiaries for group insurance policies.

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

The bargaining teams tentatively agree that all other language in Section 13 remain at status quo, with no change in current contract language.



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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

October 23, 2024

Tentative Agreement: Section 16: Hours of Work, Overtime

The bargaining teams tentatively agree to the following changes to Section 16:

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

B. Alternate Workday, Week.

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

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

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

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

C. Overtime

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

Overtime may be authorized for the following:

- a. Contacts with consumers and families who are not available during the employee's normal working hours;
 - b. Performing non-case related after-hours assignments as a representative of the Employer;
 - c. Completion of an assignment which has a formal deadline that the employee's immediate supervisor has requested the employee to meet, using other than normal working hours;
 - d. Work-related travel as described in Section 16.D., below, which must be outside the employee's normal working hours;
 - e. If prior approval by the supervisor is not possible, overtime worked as a result of a consumer emergency, if the matter is judged to be a valid emergency by the employee's immediate supervisor, if the emergency is reported to the supervisor within twenty-four (24) working hours of the overtime having been worked. If the matter is not deemed to be an emergency, the employee's schedule will be adjusted on a temporary flexible straight time basis.
3. In lieu of time and one-half pay for overtime hours worked, employees may elect to accrue compensatory time off. Employees may accrue a maximum of sixty (60) hours of compensatory time off, which may be paid out at any time by notifying the payroll department. Compensatory time off accrues at the rate of one and one-half hour of compensatory time off for each overtime hour worked. Accrued compensatory time off shall be taken at mutually agreed upon times and management shall not unreasonably deny requests for compensatory time off.
 4. Sick time shall not be considered as "time worked" for the Employer for the purpose of computing overtime and compensatory time.
 5. All employees must have prior supervisory approval to work any hours which are compensated at overtime rates.

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

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

D. Work-related travel:

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

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

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

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

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

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F. Remote Work

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

2. Eligibility requirements:

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

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

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

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

~~e. Employee will verify in writing that they will not be personally providing continuous care of another person who cannot be left home alone during the hours scheduled for remote work. This means that if there are persons in need of care and supervision in that home that there is another person present who can provide that supervision or care. If the employee is needed for an emergency at the office, that cannot be performed remotely, employees are expected to exert every effort to arrange for their child or other individual needing their care.~~

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

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

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

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i. Employees working remotely must still maintain the ability to travel to the office and into the field when needed. ~~Living outside of the counties in VMRC's catchment area will require your manager and senior management approval.~~

j. Some positions (such as OT/SOT support, reception and reception backup) may not be suited for remote work, due to employees needing to use certain equipment that cannot be replicated at home, access documents available only in the workplace, or regularly interacting with visitors, vendors, and the public. It will be up to the managers and senior management to determine which positions may not be able to work remotely.

3. Work expectations and schedule

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

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

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

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

e. Employee will participate in all Regional Center sponsored mandatory meetings, trainings, or other events (which may require in-person attendance) even if they fall on a day that the employee is scheduled to be working remotely; or, for employees on an alternate work schedule (4 days per week, 10 hours per day), if they fall on a day on which the employee ordinarily is not scheduled to work. If the mandatory meeting is a mandatory training session, the advance notice provisions of Section B.3., above, shall apply. This can be accomplished by utilizing technology such as zoom but if it is a required in person meeting then the expectation is that the employee will attend in person even if it is a remote workday. All employees are required to come into the office at least once per week to check their mail and check in with their team or manager.

f. Upon advance notice to the Union regarding changes to the Remote Work policy, the Employer may require that employees to come into the office building for at least one (1) full work day per week, upon six (6) months advance notice to the Union and to employees. Following the implementation of this requirement, the Employer may then require that employees to come into the office building for at least two (2) full work days

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per week, upon an additional six (6) months advance notice to the Union and to employees. This will provide teams the opportunity to meet face to face, will provide supervisors and employees with the opportunity to hold direct face to face meetings, allow employees to engage in in-person collegial support, and allow employees to meet with consumers and community members, etc.

g. Employee will always sign in or out on the Electronic In and Out Board (EIO). The same expectations regarding signing in and out will apply utilizing the EIO Board and include contact phone numbers if not using Jabber Dialpad or subsequent replacement technology platform.

h. If for any reason the employee's schedule has changed from the schedule indicated on the EIO board and the employee is unable to access it to make the change, the employee must inform their please contact the employee's supervisor and let them know.

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

j. Remote schedule will be as follows:

(1) If the employee works in the office three (3) days per week or more, the employee will have a designated office or cubicle. Employees who do not work in the office three (3) days per week or more with this schedule will be considered on an "In-Office" status.

(2) If the employee is approved by their supervisor to work remotely three (3) days per week or more, the employee will be required to Hotel Share when in office. Employees with this schedule will be considered "Remote" status. Employees may request to their direct supervisor that an exception be made to this requirement.

j. Job classifications including clinicians, specialists (e.g. Employment Specialist, Autism Specialists, etc.), or Senior Service Coordinators will maintain their offices or cubicles regardless of "In-Office" or "Remote" status.

k. If an employee converts from Remote status to In-Office status, arrangements will be made to locate the employee with a personal cubicle as close as possible to their supervisor.

k. Employees will be expected to work 8 to 10 hours per day (or 10 hours per day, if on an alternate work schedule), of their 40-hour work week, and take the required breaks and lunch. This includes still logging in and out for lunch on the EIO board. Remote Work hours can be during the time of 5:00 AM-6:00 AM to 10:00 PM, Monday through Saturday, not to exceed 40 hours a week. You Employees may choose your their own work hours during this time but it will be are required that you are to be accessible and reachable to consumers, families, and VMRC. In Office work hours will be between 7am-7pm.

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

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

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

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

4. Equipment and supplies

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

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

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

5. Compensation and mileage

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

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6. Consequences

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

~~Alfred~~
MOD 10/23/2024

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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

October 2, 2024

Tentative Agreement: Section 18: After Hours Response System (AHRS)

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


SECTION 18 - AFTER HOURS RESPONSE SYSTEM (AHRS)

- A. The Employer may assign employees to AHRS duty and require them to carry Employer-issued mobile electronic devices, including but not limited to a laptop computer, a beeper and/or a cell phone or other equipment deemed necessary by the Employer to effectively carry out the assignment.
- B. Each time a vacancy occurs on the AHRS team, the Employer will seek volunteers to fill the vacancy. The Employer shall select employees to serve on the AHRS team based on an evaluation of several factors, including but not limited to: case management experience, seniority, and whether the employee is on a current plan of correction. The Employer may assign non-volunteers for AHRS duty, however, an employee who is assigned to AHRS duty who believes he or she has a hardship reason for not doing stand-by duty (e.g., a single parent) may appeal to the Executive Director.
- C. An employee assigned to stand-by duty and required to carry mobile electronic device(s) shall be assigned to such for periods of one (1) week at a time. (ordinarily Wednesday – Wednesday). A tentative schedule of assignments for team members shall be developed by the team members themselves. If all team members cannot agree on a schedule, then the AHRS manager shall develop an annual schedule, based on preference by seniority within the team (amount of time on the team) which shall provide for an approximately equal distribution of work weeks per year (including work weeks which contain holidays). Team members may switch assignments with other team members, with the prior approval of the supervisor of the AHRS team. An employee will contact the AHRS supervisor as soon as possible if they are unable to either cover their shift or complete their shift.
- D. Employees assigned to AHRS duty and required to carry mobile electronic device(s) shall be reimbursed as follows: For weeks without holidays the pay rate is \$300.00 per week (\$42.86 per day), and the required hours of stand-by duty are Monday - Thursday 5:00 p.m. to 8:00 a.m. and 5:00 p.m. Friday through 8:00 a.m. Monday. For weeks including one or more agency-wide holidays, the pay rate is increased by ~~twenty-five dollars (\$25)~~ fifty dollars (\$50) per full-day holiday that falls within the assigned week, and the required hours of stand-by duty are the same as above, except the hours include from 5:00 p.m. of the day before the holiday through 8:00 a.m. of the day following the holiday so that the mobile electronic devices can be exchanged between employees on a day when the Agency is open for business.


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

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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

October 9, 2024

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~~Employer Proposal: Section 20: Vacation (Proposal 2)~~

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The Employer proposes the following changes to Section 20:

SECTION 20: VACATION

NOTE: THE FOLLOWING LANGUAGE IS IN EFFECT NOVEMBER 1, 2021 AND THEREAFTER:

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

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

Part-time employees who work less than twenty (20) hours per week shall accrue paid vacation on a pro-rated basis. Employees may use vacation leave in segments of no less than fifteen (15) minutes.

B. Credit For Prior Service

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

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

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

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Resources Department shall have thirty (30) days to review the request and verify whether the accrual rate should be changed. Any change in accrual rates shall be effective with the second full pay period following the determination of the Human Resources Department.

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

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

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

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

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

1. Management may not unreasonably deny vacation requests.

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

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

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

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

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

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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS


October 9, 2024

Tentative Agreement: Section 21: ~~Sick Leave (Proposal 2)~~ 

The Union and Employer agree to the following changes to Section 21:

SECTION 21 - SICK TIME

- A. Eligible employees shall accrue sick time, at the rate of 3.693 hours per pay bi-weekly pay period from the date of hire. To be eligible to accrue sick time, an employee must have at least one "payable hour" in the pay period. "Payable hours" consist of actual hours worked, sick time, vacation time and holidays. Paid vacation time and paid sick time shall count as payable hours in the pay period for purposes of calculating sick time accrual. Part time employees who work twenty (20) or more hours per week or more shall accrue sick time on a pro-rated basis with a prorated maximum accrual. Sick time may be taken in fifteen (15) minute increments. Unused sick time shall accrue up to a maximum of four hundred (400) hours. Employees who have exhausted all their sick time and who remain medically unable to return to work may use accrued vacation.
- B. Sick time shall be granted in the event of sickness or disability which renders an employee unable to perform his/her duties, for medical or dental appointments; or if it is necessary for the employee to be absent from work to arrange emergency care plans or otherwise to act responsibly to the medical emergencies of persons who depend on the employee.
- C. Sick time shall be applicable only on days during which the employee would have been scheduled to work. Pay for sick time shall be at the rate of pay which the employee would have received had ~~he/she~~ their worked ~~he/she~~ their regular straight-time schedule that day.
- D. If an employee is using sick time and a holiday occurs during such an absence, that day shall not be charged against ~~he/she~~ their sick time balance.
- E. Where an employee is eligible to receive State Disability Insurance payment, the employee shall receive his/her full State Disability Insurance payment plus such portion of ~~he/she~~ their accrued sick time to an amount equal to, but not exceeding, the employee's regular rate of pay. In cases of industrial injury entitling the employee to Worker's Compensation Insurance payments, the same method of integration with accrued sick time shall apply. (Medical verification will be required when an employee requests that sick time be integrated with State Disability Insurance or Worker's Compensation Insurance benefits.)
- F. For each day the employee is absent due to illness, ~~he/she~~ they shall contact ~~he/she~~ their supervisor no later than 30 minutes after the start of the employee's regular work day. If the employee's immediate supervisor is not available during that time, the employee shall leave a voice

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

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

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

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

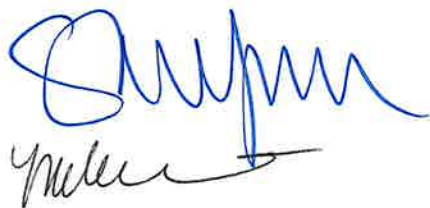

J. When an employee has accumulated in excess of thirty (30) days or 240 hours of sick time, the employee has the option of trading two (2) sick days for one (1) vacation day. However, the employee may not thereby reduce his/her accumulated sick time to less than thirty (30) days.

K. An employee with a hire date prior to January 1, 2009 who has gained regular status and is terminated or who resigns shall, upon completion of necessary paperwork or seventy-two (72) hours, whichever occurs first, be entitled to payment by check for one half (1/2) of all sick time accrued based on all "payable hours" worked but unused up to and including the last full or partial day on which the employee reports to and does work. "Payable hours" consist of actual hours worked, sick time, vacation time and holidays.

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L. All employees may use sick days for mental health and will not be required to obtain verification. Mental health days will be deducted from the employees accrued sick time. The employee is free to use their mental health days as they see fit, without any restrictions or risk of disciplinary action.

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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

October 9, 2024

Tentative Agreement: Section 22: Leave of Absence

The bargaining teams tentatively agree that Section 22, Leave of Absence, shall remain at status quo, with no change in current contract language.

Michael
~~*[Signature]*~~

[Signature] 10/9/2024

[Signature] Shanna Merr
10/9/24

T. A. [Signature]
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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

October 2, 2024

Time for Agreement
Employer Proposal: Section 23: Donation of Vacation/Sick Leave (Proposal 2)

Teaming J. C.
The Employer proposes the following changes to Section 23:

SECTION 23 - DONATION OF VACATION/ AND SICK LEAVE FOR SERIOUS ILLNESS

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

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

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

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

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

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

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Rafael
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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

September 19, 2024

Tentative Agreement: Section 24: Bereavement Leave

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



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VALLEY MOUNTAIN REGIONAL CENTER
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
2024 NEGOTIATIONS

October 9, 2024



Tentative Agreement: Section 30: Management Rights

The bargaining teams tentatively agree that Section 30, Management Rights, shall remain at status quo, with no change in current contract language.


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VALLEY MOUNTAIN REGIONAL CENTER

SOCIAL SERVICES UNION LOCAL 1021,
SERVICE EMPLOYEES INTERNATIONAL UNION

GROUND RULES FOR NEGOTIATIONS – 2024

September 12, 2024

The negotiating teams for the Valley Mountain Regional Center (“VMRC”) and the Social Services Union Local 1021, Service Employees International Union, (“Union”) hereby agree to abide by the following ground rules for negotiations for a successor agreement to the 2021-2024 collective bargaining agreement. The teams agree that these ground rules may be modified by mutual agreement, confirmed in writing.

1. Professional Courtesy.

Members of the bargaining teams commit to treating all persons involved in the negotiations process with high levels of professional courtesy and respect.

2. Scheduling Of Meetings.

The negotiating teams agree that negotiations sessions will ordinarily start at the prearranged time, however, on occasion, the teams may start a session in caucus and meet face to face later on during the session.

Team members will make their best efforts to remain at the table for the duration of scheduled negotiation sessions, and if a scheduling conflict requires a team member to leave early from a session, the team member will inform all persons present of the conflict at the start of the meeting.

At the conclusion of each meeting, the teams will endeavor to agree on an agenda for the next meeting, and will endeavor to undertake a review of the work which needs to be completed prior to the commencement of the next meeting.

Both teams recognize that previously scheduled meetings may need to be rescheduled from time to time, and both teams agree to work cooperatively to reschedule canceled meetings.

3. Caucuses.

Any team member may call for a caucus at any time. Upon a request for a caucus, at the table discussions will be promptly concluded and the teams will adjourn to separate rooms for private discussions.

The teams will endeavor to reasonably limit the length of caucuses. If an extended caucus is required (more than approximately 20 minutes) the party requiring the extended caucus will inform

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the other party of the need, and will provide a rough estimate of the anticipated conclusion time for the caucus.

Upon return from a caucus, the teams will provide a brief summary of items discussed in the caucus.

4. Proposals.

All proposals will be made in writing. Proposals shall identify the specific contract language to be changed, including reference to the current language, and the proposed new language.

5. Tentative Agreements.

The negotiating teams will utilize written tentative agreements to progress through negotiations. Tentative agreements will be signed/initialed by all members of the SEIU bargaining team. The parties agree that a signed, written tentative agreement memorializes a commitment by the bargaining teams that the tentative agreement will become a part of the final contract settlement, and that the bargaining teams will support acceptance of the tentative agreement by the respective constituents (the VMRC Board of Directors and the bargaining unit members).

Once a written tentative agreement is signed, the teams agree that they will not reinitiate, during the current set of negotiations, discussion of that tentative agreement, except by mutual consent or in extreme, unusual and unforeseen circumstances.

The parties recognize that there is no final agreement on a successor collective bargaining agreement until the tentative agreements of the bargaining teams are ratified by the bargaining unit members and the VMRC Board of Directors.

The bargaining teams agree that changes in the collective bargaining agreement will only become effective at the time of final ratification of a successor collective bargaining agreement by the Board -- no provision of the successor collective bargaining agreement will be retroactive unless the bargaining teams specifically identify that provision as being retroactive, including an identification of the retroactive date.

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[Signature] *9/12/24*

6. Email Communications.

Email communications between the parties shall be addressed to Mary Duncan and Alejandro Martinez for the Union, and to Bruce Sarchet, Bud Mullinax and Tara Sisemore-Hester for VMRC.

On behalf of Service Employees International Union Local 1021:



ALEJANDRO MARTINEZ

Date: 9/12/2024



MARY DUNCAN, Chapter President

Date: 9/10/2024



SHANA MOLOTCH, Bargaining team member

Date: 9/12/24



MICHELE POASTER, Bargaining team member

Date: 9/12/2024



RAFAEL ARROYO, Bargaining team member

Date: 9-12-2024

On behalf of Valley Mountain Regional Center:



BRUCE SARCHET, Chief Spokesperson

Date: 9-12-24