

AGREEMENT
BETWEEN
NORTH LOS ANGELES COUNTY REGIONAL CENTER
AND
SEIU, LOCAL 535
OCTOBER 1, 2005 – SEPTEMBER 30, 2009

**CALIFORNIA BARGAINING AGREEMENT
BETWEEN
NORTH LOS ANGELES COUNTY REGIONAL CENTER, INC.
AND
LOCAL 535**

AGREEMENT

This Agreement is made this first day of October, 2005, by and between Social Services Union Local 535, Services Employees International Union, AFL-CIO-CLC ("Union") and the North Los Angeles County Regional Center, Inc. ("Employer").

ARTICLE 1. Recognition

Pursuant to the Certification of Representation issued by the National Labor Relations Board, January 23, 1995, in Case No. 31-RC-7252, the Employer recognizes the Union as the exclusive collective bargaining representative of the Employer's employees in the following bargaining unit:

INCLUDED: All professional employees, including but not limited to all Accountants; Case Aides; Community Outreach Specialists; Community Services Specialists; Computer Operators; Consumer Advocates; CPP Specialists; Data Entry Operators; Facilities Assistants; Federal Revenues Associates; Federal Revenues Specialists; File Clerks; Fiscal Assistant II's; Fiscal Assistant III's; Fiscal Assistant IV's; Fiscal Monitors; HIPAA Coordinators; Nursing Consultants; Office Aides; Office Assistant I's; Psychologist, PhD's; Publications Assistants; Publications Specialists; Receptionists; Revenue Coordinators; Risk Assessment Specialists; Secretaries; Senior Secretaries; Service Coordinator Associates; Service Coordinators; Title XIX Coordinators; Training Specialists; Transportation Coordinators; and Vendor Coordinators employed by the Employer.

EXCLUDED: All managerial employees, confidential employees, independent contractors, guards and supervisors as defined in the Act.

ARTICLE 2. Non-Discrimination

2.1 Neither the Employer nor the Union shall unlawfully discriminate against any employee on account of race, color, religion, ancestry, national origin, age (over 40 years), sex, marital status, medical conditions, physical or mental disability, sexual orientation, or pregnancy, childbirth, or related conditions protected by law.

2.2 Neither the Employer, the Union, nor employees shall coerce, intimidate, or otherwise discriminate against any employee based upon the employee's actions in choosing to join or in refusing to join the Union, or the employee's union beliefs or activities or lack thereof.

2.3 The Employer is committed to providing a non-hostile work environment that is free of discrimination or harassment, including sexual harassment, including verbal, physical, and visual harassment, requests for sexual favors or creation of a hostile sexual environment by language, photographs, jokes or other actions.

ARTICLE 3. Benefits Dependent Upon Continued State Funding

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

Should the State of California, through whatever means, reduce the amount of funds available to the Employer such that in the judgment of the Employer's Board of Trustees the Employer cannot fund the economic provisions of the Agreement, the Employer may, after giving written notice to the Union, make temporary modifications to the Agreement and the parties shall immediately thereafter meet and negotiate regarding permanent modifications to this Agreement. Should the Employer make temporary modifications under this Article, the provisions of Article 18 - No Work Stoppages shall be suspended and of no effect unless and until an agreement regarding permanent modifications is reached.

ARTICLE 4. Past Practice Not Binding

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

ARTICLE 5. Union Security

5.1 Union Membership

a. Each employee covered by this Agreement hired before May 1, 1996, who is not a member of the Union on the effective date of the Agreement shall have the right to become a member and the right not to become a member of the Union; provided that all employees who are members at the effective date of this Agreement or who thereafter voluntarily choose to become a member must maintain that membership as a condition of employment, to the extent of paying the periodic dues and initiation fee uniformly required for membership, except as provided in Subsection C of this Section 5.1.

b. Each employee covered by this Agreement hired after May 1, 1996, shall, within thirty one (31) days after such employees date of hire, become a member of this Union as a condition of continued employment to the extent of tendering the periodic dues and initiation fee uniformly required for membership, and shall remain a member as a condition of continued employment for the term of this Agreement, except as provided in Section C of this Section 5.1.

c. During the following periods: (1) July 3, 2006 to July 10, 2006, and (2) July 3, 2008 to July 10, 2008, any employee required to remain a member of the Union under Subsections (a) and (b) of this Section 5.1 may opt out of paying any dues or fees and opt out of being a member by sending the Union a certified letter confirming the decision to opt out, with a copy to the Employer.

d. Membership in good standing in the Union shall consist of tendering the periodic dues and initiation fee uniformly required for membership.

5.2 Discharge For Violation of 5.1

The Employer shall, during the term of this Agreement, discharge any employee who fails to comply with 5.1 after being given fifteen (15) days notice by certified mail from the Union to the employee, with a copy to the Employer. Said notice shall specify the basis upon which such default is claimed by the Union.

5.3 Checkoff

The Employer shall, during the term of this Agreement, deduct from the pay of each Union member and promptly remit to the Union an amount equal to the employee's initiation fee and dues; provided, however, that the employee has voluntarily given the Employer a written assignment authorizing such deduction and remittance on the authorization form developed and provided by the Union to the Employer.

5.4 Indemnification

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, or other liabilities, including the Employer's reasonable attorney fees, that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

5.5 Notification

Within thirty (30) days after the execution date of this Agreement, the Employer shall provide the Union with a list of all employees who are subject to the provisions of this Agreement, giving the names, addresses, classifications, dates of hire, work location, anniversary dates and rates of pay.

On or before the fifteenth (15th) day of each month the Employer will forward to the Union the name, classification, date of hire, work location, and home address of any bargaining unit employee hired during the previous month and the name and termination date of any employee who resigned, retired, or was terminated during the previous month.

At the time of employment the Employer will provide a copy of this Agreement, the cost of which shall be shared by the Union and the Employer, to each new employee covered by the Agreement. When technologically feasible, the Employer may provide an on-line copy of this Agreement in place of paper copies.

5.6 Religious Exemption

An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join the Union or financially support the Union as a condition of employment. In lieu of tendering to the Union an amount equal to the periodic dues and initiation fee uniformly required for membership, such an employee shall, within the time period set forth above in Section 5.1 of this Agreement, commence tendering such amount to one of the non-religious charitable funds listed below, as a condition of continued employment:

United Way
Red Cross
Disaster Relief Fund

AIDS Project LA
United Negro College Fund
MS Foundation
Help Fund
American Cancer Society

The validity of such employee's claim to exemption set forth herein shall be determined by the Union.

The Employer shall deduct such amounts and remit them to the charitable fund

designated by such employee in the same manner as set forth above.

An employee who defaults under this section shall be subject to discharge in the same manner as set forth above in Section 5.2.

ARTICLE 6. Management Rights

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

- A. The determination or modification of the Employer's goals and objectives, including the determination or modification of the nature and scope of services to be provided, work to be performed, or the size, number, location and functions of the Employer's organizational units or other activities.
- B. The implementation of technological change, the specification, acquisition and use of equipment or other materials, including program materials.
- C. The right to establish and determine methods of operation and procedures, including the scheduling and changing of working hours, shifts and days off.
- D. The lay-off of employees.
- E. Direction of the workforce, including the right to determine job classifications, work standards, work loads, assignments, schedules of operation, to require overtime, and to assign work.
- F. The utilization and assignment of volunteers to assist the regular staff.
- G. The utilization, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement and are not eligible for any benefits.

- H. The contracting work for economic or operational reasons, including but not limited to the contracting with consultants and specialists, provided that the contracting of work done by bargaining unit employees is done only after holding a meet and confer session with the Union.
- I. The determination of employee qualifications.
- J. The right to select, hire, schedule, transfer, promote, demote, evaluate, discipline, suspend and terminate its employees, and maintain the discipline and efficiency of its employees.
- K. The right to determine and reward meritorious performance.
- L. The right to establish, adopt, change, combine, abolish and enforce reasonable personnel policies and rules and regulations pertaining to the safety, conduct and department of employees and penalties for violation thereof.
- M. The right to manage, direct and maintain the efficiency of its business and personnel; and to manage and control its departments, buildings, facilities and operations.
- N. The right to establish, adopt, create, change, combine, or abolish jobs, job descriptions, committees, travel policies, and facilities, in whole or in part.
- O. The right to increase or decrease the work force and determine the job classifications and number of employees needed.
- P. The right to determine the location and relocation of facilities.
- Q. The right to modify or eliminate any past employment practices.
- R. The right to determine employee benefit and service providers after holding a meet and confer session with the Union.
- S. The right to assign cases to another Regional Center when the client resides outside the Employer's service area.
- A. Full Understanding

It is intended that this Agreement sets forth the full and entire Agreement of the parties regarding the matters set forth herein and all other topics subject to bargaining; and therefore, any other prior or existing agreements by the parties, whether formal or informal, written or unwritten, regarding such matters, are hereby superseded or terminated in their entirety.

B. No Interim Bargaining

The Employer and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining and that all said subjects had been discussed and negotiated upon and the agreements contained herein were made after the free exercise of such rights and opportunities. The Employer and the Union, therefore, for the term of this agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically addressed in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either the Union, the Employer, or both, at the time of negotiating and executing this Agreement.

ARTICLE 8. Hiring and Selection

A. Vacancies

Notice of all regular full-time and part-time vacancies shall be posted at each office for at least three (3) working days before the vacancy is filled. Candidates must follow the instructions on the vacancy announcements, and apply by the posted closing dates. The Employer will consider all qualifications and attributes of the applicant, including but not limited to the actual knowledge and skill level required to perform the functions of the position.

B. New Employees

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

C. Out of Classification Work

1. The Employer may require a bargaining unit employee to assume the duties of a higher classification without an increase in pay whenever necessary for vacation, sick leave, or leave of absence relief, or for emergency. An employee selected by the employer may choose not to accept such assignment; provided, however, that if no qualified employee accepts the assignment, the Employer may require the bargaining unit employee of the Employer's choice to assume such duties.

2. If such relief duty is assigned an employee for a period in excess of five (5) working days, and if fifty percent (50 %) or more of the higher level duties are being performed, the Employer shall, starting with the first (1st) working day of such relief, pay the employee in an amount at least five percent (5 %) higher than the employee's normal rate of pay, such rate to be determined by the Employer in its sole discretion. The advance approval of the Executive Director or designee, through the Human Resources Manager, is required for assignments in excess of five (5) working days where a pay increase is involved.

3. Any employee accepting such relief duty in a supervisory or non-bargaining unit assignment shall remain within the bargaining unit. The duties of such a temporary supervisory assignment shall not include evaluating or disciplining employees within the bargaining unit; provided, however, that the temporary supervisor shall maintain appropriate documentation and communicate to management this information as it occurs.

4. Such a temporary relief assignment to a higher classification shall not exceed 90 days in duration except when the relief involves replacing an employee who is on a approved leave of absence permissible under this Agreement or required by law.

D. Service Date

An employee's service date shall be the hire date in a regular part time or full time classification, including all CCSB service. This date is used to determine NLACRC seniority, salary placement, and benefit accrual rates. Notwithstanding the above, employees with other regional center seniority shall receive credit for such years of service for all benefit accrual rates and salary placement.

E. Relatives

Relatives of current employees are eligible for employment as long as no potential for conflict of interest or conflict of supervision exists. Related employees shall not directly provide supervision to each other. Relatives are defined as an employee's spouse, parents, children, siblings, in-laws, designated partner, and step-relatives. If two employees become related, such employees may be subject to reassignment. If two employees become related, a decision will be made within 30 days of the event. If no comparable position is available, the employee shall be subject

to the layoff and recall provisions of the Agreement.

F. Lateral Transfers

A Lateral Transfer is a transfer to a position within the same salary grade. Current employees may request a lateral transfer to an open position. Transfer requests must be made in writing. Transfer candidates must have completed initial probation, and must meet the minimum qualifications for the position. If two or more employees request a transfer to the same position, the Employer may select the

applicant most qualified to meet the needs of the Consumers; provided that if the qualifications are equal, the most senior employee shall be selected.

G. Promotion

A promotion is a transfer to a position with a higher salary grade. Current employees may request a promotion to an open position for which the employee meets the minimum qualifications. Promotion requests must be in writing. If two or more employees apply for a promotion, the Employer may select the applicant most qualified to meet the needs of the Consumers; provided that if the qualifications are equal, the most senior employee shall be selected.

H. Re-Employment After Resignation

Employees applying for work in the same or similar classifications formerly occupied within one year of voluntary resignation shall be declared eligible without further testing. Those employees who have resigned and are outside of these parameters may be required to submit to testing. Those employees reemployed after resignation shall be granted service credit for prior NLACRC service for all purposes of seniority, salary placement, and benefit accrual rates.

ARTICLE 9. Definition of Employees

A. Full Time Employee

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

B. Part-Time Employee

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

C. No Guaranteed Work Week

No employee shall be guaranteed any specific number of hours of work per week.

D. Intermittent, Temporary, and Casual Employees

Intermittent, temporary, and casual employees are defined as those who work on a temporary and irregular basis. Employees in this category shall not be subject to the provisions of this Agreement, except if such an employee is held over more than ninety (90) days, unless replacing an employee who is on leave, the employee shall become a full-time or part-time employee and will complete the remainder of the Probationary Period. The Employer shall not utilize this section to avoid the posting requirement as defined elsewhere in this Agreement.

E. Probationary Employees

1. Length of Probationary Period

The probationary period for newly hired employees shall be one hundred eighty (180) calendar days, excluding any time on unpaid leave of any type. Employees who are promoted into a higher level classification shall also serve a probationary period of ninety (90) calendar days. The initial probationary period shall not be extended.

ARTICLE 10. Personnel Files

10.1 Content and Inspection of Personnel Files

10.1.1 All official records of the employee's personnel history shall be maintained in the Human Resources Department. No material of any kind shall be placed in the employee's official personnel file after the date of employment without a copy being given to the employee prior to being placed into the file. Materials used in any disciplinary action involving the employee or affecting the employee's employment status shall be placed in the employee's official Human Resources Personnel File.

10.1.2 Each employee has the right to inspect the employee's own official personnel file at reasonable intervals during normal business hours, accompanied by a Union representative, if the employee desires. A Human Resources representative shall be present during file inspection. If an employee believes that material has been placed into the employee's file without the employee receiving a copy, the employee shall be given a copy. All provisions of Section 10 are subject to the grievance procedure. Copies of materials and documents contained in the file shall be provided to the employee upon request.

10.1.3 Material relating to performance or discipline shall be signed by a

person who has knowledge of the facts and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that such signature merely signifies reading the material and does not necessarily indicate agreement with its contents.

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

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

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

10.1.7 No anonymous material may be included in the File of any employee.

10.2 Release of Confidential Information

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

ARTICLE 11. Advance Approval for Overtime

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

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

ARTICLE 12. Timekeeping

Employees shall maintain accurate records of time worked and record that time correctly on their time sheets. Managers and approved designees shall be responsible for verifying the accuracy of employee time sheets. Non-approved employees shall not enter information on another employee's time sheet.

ARTICLE 13. Notice of Absence

Employees shall notify their immediate supervisor, or their supervisor's designee, regarding any absence, exceptional tardiness, or sickness, within the first thirty minutes of the Employer's operating hours, absent emergency. If the Supervisor or designee is not available, such notice may be left on the Supervisor's voice mail. If the Supervisor's voice mail is full, such notice may be left on the designee's voice mail. If none of the options above are possible, such notice may be left with the switchboard operator. The Employer may ask for medical verification for an absence of four (4) consecutive workdays or more arising from illness or injury, and where appropriate, a release to return to work. An absent employee must meet this requirement to call in on each day of the absence unless the absence has been approved for a finite period.

ARTICLE 14. On Call and Call-Back

14.1 On Call

The Employer shall select Service Coordinators from a voluntary pool on a rotating basis to provide on-call coverage with beeper duty. Should no volunteer be available the Employer shall select from a rotating pool of all Service Coordinators to provide on-call coverage with beeper duty. Only Service Coordinators who have passed the probationary period shall be eligible for such duty. The Employee shall receive weekly compensation of \$175.00, or \$200.00, if the week includes a holiday, for such duty.

14.2 Call-Back

The Employer may require that employees work beyond their normal schedules, or when necessary to provide emergency services, return to work after completion of their normal schedules. All extended schedules shall be compensated according to law and this Agreement. Employees called back for such duty shall receive compensation equivalent to a minimum of one (1) hour, or the actual time worked, whichever is greater, at the appropriate overtime rate, if applicable.

ARTICLE 15. Rest and Meal Periods

Employees shall be entitled to one (1) break of fifteen minutes in the morning and one such break in the afternoon. Breaks shall be with pay and counted as time worked.

Uninterrupted meal periods of one-half hour or one hour in duration shall not be counted as time worked, provided, however, that if a meal period is interrupted by calls to duty, the meal period shall be counted as time worked. An employee may, after supervisory approval, on a regularly scheduled basis take a one hour lunch period as long as the employee works the regularly scheduled number of work hours. An employee may not schedule the morning and afternoon breaks so as to immediately precede or succeed the employee's lunch period, start time or quit time.

ARTICLE 16. Performance Evaluation

16.1 Evaluation of Probationary Employees

An employee serving a probationary period shall receive at least two performance evaluations, one at the end of three months and one at two weeks before the end of the six month probationary period. Additional evaluations may be given at intervals determined by the Employer. Evaluations of probationary employees shall be conducted in the same manner as regular employees. A newly hired employee serving an initial probationary period may be discharged as set forth in Section 19.3.

16.2 Evaluation of Post-Probationary Employees

A. The work performance of each post-probationary employee shall, to the extent possible, be evaluated by the immediate supervisor prior to the employee's anniversary/review date, in writing. The evaluation will include, but not be limited to, job knowledge, job performance, and interpersonal relations. The employee shall have the opportunity to read and discuss the evaluation with the evaluator, make any comments on the form, and sign the report. Such signature does not necessarily imply or indicate agreement with the content of the evaluation. If the employee declines to sign the report, the supervisor shall so note on the Evaluation. The employee also has the right to submit a written response which shall be attached to the performance appraisal form in the employee's personnel file. The report shall become a part of the employee's permanent personnel file.

B. When an "improvement needed" rating is given on any post probationary employee's performance factor, the supervisor's comments accompanying that rating shall contain all of the following:

A clear statement of the nature of the improvement needed and the manner in which the employee is not meeting expectations, including, when appropriate, specific acts or omissions;
Specific recommendations for improvement and how improvement

will be measured; and

The steps to be followed in order to correct the deficiencies outlined, with special attention to any training needs.

C. The evaluation shall be discussed with the employee by the supervisor. If the supervisor changes the rating as a result of the conference, a new evaluation form may be obtained. However, it is understood that the primary purpose of such evaluations is to be constructive and to help the employee achieve or maintain at least a satisfactory level of performance.

D. It is also understood that evaluation of an employee's performance should be an ongoing process. Evaluations shall not be used for disciplinary purposes or as the basis for disciplinary action.

ARTICLE 17. Grievance and Arbitration

17.1 Definition

A grievance shall be defined as any claim or dispute, including any claim or dispute related to discipline or discharge, by an employee, the Employer, or the Union concerning the interpretation, application, or alleged violation of specific provisions of this Agreement, including but not limited to the No Work Stoppages Section of this Agreement. All grievances shall be processed in accordance with the grievance procedure set forth in the Article.

17.2 Representation

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

17.3 Informal Procedures

The parties shall attempt to resolve all disputes on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this Section, the party making the claim shall, within the applicable time limits set forth below, serve a formal written grievance on the other party.

17.4 Contents of Formal Written Grievance

A formal written grievance shall contain a clear statement of the nature of the grievance, the date of the alleged occurrence giving rise to the grievance, the section(s) of the Agreement on which the grievance is based, the proposed remedy and the dated signature of the grievant(s) or the Union representative.

17.5 Time Limits and Grievance Steps

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

17.6 Discipline

(a) Any grievance, if not resolved by informal procedures, relating to the discipline, including suspension, or discharge, of an employee whose job classification is covered by this Agreement must be served in writing to the Employer's Executive Director within seven (7) working days of the employee's receipt of written notice of the disciplinary action.

(b) The Employer's Executive Director or the Executive Director's designee, and the grieving employee and/or a representative of the Union shall meet within ten (10) working days of the service of said grievance for the purpose of discussing and if possible, settling said grievance. The Employer shall give the Employee and Union a written answer to the grievance within five (5) working days of the conclusion of such meeting.

(c) If the grievance is not resolved at Step 2, then the Union may make a written request for arbitration. Such request shall be served on the other party within ten (10) working days of the conclusion of the procedures set forth in paragraph 2 of this section.

17.7 All Other Grievances

Step 1. All Union and employee grievances not subject to the section relating to discipline in this Article shall initially be taken up orally by the employee, with or without a representative of the Union, and the immediate supervisor in an attempt to settle the matter. The Union or grievant will clearly identify the discussion as an informal grievance meeting and identify the provision of the Agreement under discussion.

Step 2. If the grievance is not resolved informally at Step 1, then a formal written grievance shall be served on the Employer at the next administrative level within fifteen (15) working days of the date the violation occurred or the

date it should have been discovered. A meeting shall be scheduled within five (5) working days of the receipt of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer's representative at this level shall give a written answer to the grievance to the other party within five (5) working days of the conclusion of such meeting.

Step 3. If the grievance is not resolved at Step 2, then the formal written grievance may be served on the Employer's Executive Director. Such grievance shall be submitted within five (5) working days of the conclusion of the procedures set forth in paragraph 2 above. A meeting shall be scheduled within ten (10) working days of the receipt of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer's Executive Director or the Executive Director's designee shall give a written answer to the grievance to the other party within ten (10) working days of the conclusion of such meeting.

Step 4. If the grievance is not resolved at step 3, then the Union may make a written request for arbitration. Such request shall be served on the other party within ten (10) working days of the conclusion of the procedure set forth in Step 3 of this Section.

17.8 Arbitration

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

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

- E. All fees and expenses of arbitration including but not limited to the costs of the room and refreshments, the other party's actual attorney's fees to a maximum of \$1,500 per arbitration, the losing parties own attorney's fees, and the arbitrator's fees, shall be born entirely by the losing party. If each party prevails to some extent, the arbitrator shall designate which party substantially prevails, and the other party shall bear entirely the above described arbitration expenses.

ARTICLE 18. No Work Stoppages

18.1 No Strikes

During the term of this Agreement, neither the Union nor its agents, nor any employees, individually or collectively, shall call, sanction 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 the Employer Premises or during the working time of the picketing employee shall also violate this Article.

The prohibitions of this Section shall apply whether or not (1) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, 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.

18.2 Discipline

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

18.3 Remedies for Breach

The Employer and the Union shall be entitled to seek all appropriate

remedies, including but not limited to injunctive relief and damages, if this No Work Stoppages provision is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

18.4 Lockouts

The Employer agrees that there shall be no lockouts during the term of the Agreement.

ARTICLE 19. Discipline and Discharge

19.1 Post-Probationary Employees

A post-probationary employee shall be disciplined or discharged only for just cause. An employee covered by this section shall have the right to appeal any disciplinary action, including discharge, in accordance with the provisions of the grievance procedure set forth in this Agreement.

19.2 Representation

An employee who has been asked to participate in a disciplinary or investigatory interview which could lead to the discipline of said employee shall be entitled at the employee's request, to the presence of a Union staff representative or a Union Steward at such an interview. The employee and any representative who is also an employee shall suffer no loss of wages. Such interviews shall be scheduled during the employee's regularly scheduled work hours.

19.3 New Probationary Employees

A newly hired employee serving his or her initial probationary period may be discharged at the Employer's discretion and such discharge shall not be subject to the grievance procedure of this Agreement.

19.4 Promotion/Probationary Employees

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

19.5 Notice Regarding Performance

A. Prior to discharge or suspension for poor work performance, the

employer shall meet with the employee and provide the employee with a written warning regarding such performance and a reasonable opportunity to improve such performance. The employer may immediately discharge an employee in case of performance, actions, or behavior that create a hazard to consumers, fellow employees, or other persons, or in case of dishonesty, gross misconduct, insubordination, theft, or criminal convictions relevant to the job.

B. Written notice of discharge or suspension shall be provided to the employee.

ARTICLE 20. Hours of Work

20.1 Normal Work Schedules

The normal work week for employees covered by this Agreement shall be a work week of 40 hours based on five (5) days of work at eight (8) hours per day, Monday through Friday. The Employer may require that employees work beyond their normal schedules, or, when necessary to provide emergency services, return to work after completion of their normal schedules; provided that any overtime shall be paid according to this Agreement. The employer retains the right to designate and change daily arrival and departure times.

20.2 Scheduling Options

A. Employee requests for alternative schedules will be evaluated based on the business needs of the organization, and will be considered by work unit, by NLACRC seniority, with consideration for special skills. Hours of work and individual schedules will continue to be set by the Employer.

B. Effective January 1, 2000, all employees will be offered the following scheduling options:

To work a five (5) day, eight (8) hour schedule (5/8).

To request a 9/80 schedule, consisting of alternating 4-day and 5-day weeks.

C. Effective January 1, 2000, for positions where telecommute is authorized, employees will be offered the following scheduling options:

A. An employee who would otherwise be laid off under this section, but who has more NLACRC seniority, may elect to displace the least senior bargaining unit employee:

- (I) In a substantially similar classification; or
- (II) in a lower classification previously held; or
- (III) in a classification substantially similar to a lower classification previously held at the same location, or at a different location, provided that the employee meets the minimum requirements for the position and has the skill and ability to perform the job, unless the least senior employee possesses a special bilingual skill or licensure where such is relevant to the duties of the classification.

B. If the displaced employee is unable to displace the senior employee, he or she may continue up the seniority list until he or she is able to displace a junior employee, subject to the requirements of paragraph (A) above.

C. Any employee displaced in the foregoing bumping process may exercise the same bumping rights described above. If such an employee is unable to displace another employee as a result of the bumping process, he or she shall be placed on layoff status.

D. In no event may an employee displace an employee in a higher paying classification.

21.3 Recall After Layoff

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

B. If a laid off employee is recalled within twelve (12) months, the employee shall return with the same seniority, service credit and benefit accrual rate the employee had at the time of layoff. An employee returning to the same classification shall be paid at the step required by the employee's seniority and an employee recalled to a lower classification shall be paid at the step of the lower classification required by the employee's seniority. Accrued but unused vacation,

To work a five (5) day, eight (8) hour schedule (5/8).

To work a 5/8 schedule and request one (1) day of telecommute per week.

To request a 9/80 schedule, consisting of alternating 4-day and 5-day weeks.

To request a 9/80 schedule and request one (1) day of telecommute per two week cycle, scheduled during the 5-day week.

D. Upon the implementation of the CADDIS system, the parties agree that the Employer may take action to discontinue certain telecommute schedules. If the Employer takes such action, the parties agree to meet and confer regarding the possibility of employees working another type of alternative work schedule.

20.3 Telecommuting

The Employer shall reimburse telecommuting employees for business calls made from home to the extent this cost exceeds the cost of their normal commute as calculated by ~~\$.31~~ per mile. *4# IRS RATE*

20.4 Start of Workday/Workweek

For payroll purposes, the workday commences at 12:01 a.m., and the workweek commences at 12:01 a.m. on Sunday; provided however that for the 9/80 schedule, the workweek shall be defined to commence after the first four (4) hours of work on the eight (8) hour Friday, or as required to split the two week schedule into two 40 hour weeks.

ARTICLE 21. Layoff or Reduction in Force

21.1 Order of Layoff

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

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

21.2 Displacement Rights

compensatory time and fifty (50) percent of the employee accrued sick leave to a paid maximum of 80 (eighty) hours for full-time employees, pro-rated for part-time employees, shall be paid in full at the time of lay-off. The remainder of the employee's sabbatical time accrued but unused prior to the time of layoff shall be reinstated upon the employee's return to work.

C. An employee on layoff who has been recalled to work must respond within seventy-two (72) hours of actual notification, either by actual receipt of an overnight certified letter or by direct conversation in person or on the telephone; provided however that in the absence of such actual notification; the recalled employee must respond within five (5) working days of the date the overnight certified letter is sent by the Employer. Employees accepting re-employment shall return to work within ten (10) working days of the date of acceptance.

D. Employees who accept a position pursuant to 21.3 that is in a classification lower than their former classification shall retain their original twelve (12) months recall right to the classification from which they were laid off.

21.4 Notice of Layoff

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

ARTICLE 22. Government Leaves

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

22.1 Jury Duty

Employees who have completed the probationary period and who are required to serve jury duty shall be paid their full salary, less court compensation, for a maximum of ten (10) work days of jury duty, provided that the employee's supervisor has received a copy of the jury summons before the leave is taken and further provided the employee shows proof of court attendance and the amount of pay received.

22.2 Military Leave

Employees will be granted absence without pay to perform military duties for the period of time in which re-employment is protected by law, and under the conditions set out in applicable laws.

22.3 Voting

Employees will be granted up to two (2) hours of time off without pay at

the beginning or the end of their work hours if they can demonstrate that they cannot otherwise vote.

ARTICLE 23. Leaves of Absence

23.1 Pregnancy Disability Leave

An employee, in accordance with California law, 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 family leave benefit described in 23.2 if the employee qualifies for both leaves.

23.2 Family Leaves

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

Each employee is eligible for a maximum of twelve weeks of such leave per year, to the extent the employee meets the legal requirements for such a leave, including the requirement that the employee must have worked for the employer at least one year, and at least 1250 hours in the year preceding the leave request. In accordance with applicable law, during a leave under Section 23.2 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.

23.3 Medical Leaves

An employee who is ineligible for or has exhausted all available pregnancy or family leave under Section 23.1 and 23.2, shall be granted, upon approval by the Executive Director or designee, a medical leave of absence upon receipt of a physician's statement to confirm the medical need for the leave, up to a maximum of four (4) months. Any leave taken under 23.1, 23.2, or 23.3 for the same medical purpose shall count toward the four (4) month maximum limit. The four (4) month limit shall be for each medical absence, not per year. An employee who receives a medical release to return to work, and actually returns to work within the appropriate maximum, may thereafter seek a separate leave for any subsequent medical need confirmed by a physician's statement.

23.4 Personal Leaves

This unpaid leave is for personal necessity. The best interests of NLACRC and the reason for the request will be considered in approving requests for personal leave. Such requests shall not exceed 30 days, may be taken only one (1) time per calendar year, and shall not be unreasonably denied.

23.5 General Rules Governing Leaves

The rules governing leaves of absence are:

- A. Leaves under 23.2 (c) and (d) only may be taken in one block, or broken up and used intermittently.
- B. All employees shall be eligible for medically necessary pregnancy disability leave in accordance with California law. For any other type of leave of absence, only employees who have completed initial employment probation shall be eligible to apply. Applications must be made in writing and filed with the employee's supervisor at least 30 days before the leave is to begin, unless the Employee learns of the need for the leave less than 30 days before the leave is to begin, in which case written application must be made upon learning of the need for the leave. If an employee is unable to give written notice, oral notice can be given pending receipt of medical certification requesting such a leave. Approval for leaves of absence may be granted by the Executive Director or his/her designee based upon recommendations from the supervisor and the Human Resource Manager.
- C. Employees approved for leave of absence and who return to work within the appropriate maximum limit, shall have return rights as required by law, or for four (4) months, whichever is longer. The return rights program guarantees return to a comparable position at the same location and at the current salary for that position at the conclusion of the leave.
- D. Leaves of absence shall be granted without pay. Employees shall have the option to use or the Employer may require the employee to use their accumulated vacation, sick leave, compensatory time or personal holidays.
- E. Employees on leave of absence shall accrue benefits during the period in which they receive payment of any accumulated benefits, such as vacation, sick leave, compensatory time or personal holidays. An employee who is not receiving payment, either by choice or by having exhausted his/her accrued benefits, shall have the option to continue his/her discretionary benefits at his/her own expense. NLACRC will resume pro rata payments based on the hours worked, on the first of the month following the employee's return to work for at least twenty (20) hours per week. An employee who voluntarily discontinues payment of accumulated benefits shall not be able to recommence payment during the same leave of absence. Employees not receiving payment of accumulated benefits shall not accrue benefits.
- F. A leave of absence shall have the effect of suspending the accrual

of service credit for all months in which the employee works less than fifty (50) percent of the month, except employees who are on leave due to an industrial injury or illness.

G. Employees must return to work on the first working day following expiration of the leave, or be considered to have voluntarily resigned. Employees requesting an extension of leave must contact the Human Resources Manager two weeks in advance of the expiration of the leave (or as long in advance as possible) to request the extension. An extension of a leave of absence shall be granted only upon approval by the employer. Employees returning from a medical leave or illness must present a medical release and statement of fitness for duty.

H. The Employer shall abide by the minimum provisions of the California Family Rights Act as amended and reconciled with the Federal Family Leave Act of 1993. Employees should refer to the actual California Family Rights Act and the Federal Family Leave Act for additional rights and rules.

ARTICLE 24. Subcontracting

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

ARTICLE 25. Judicial Proceedings

When an employee is requested to appear as a witness, by subpoena or as an expert witness, as a result of an issue arising from his/her job, the employee shall receive, for each day on which the employee would have worked, the difference between the employee's regular straight-time pay for that day and the amount of the employee's witness pay. The employee shall notify the Employer as soon as the employee is notified of such request or subpoena.

ARTICLE 26. Job Descriptions

Each employee shall receive a copy of his or her job description. New or revised job descriptions shall be made available to the affected employees and to the Union as soon as possible. When technologically feasible, on-line copies of job descriptions will be made available to employees in place of paper copies.

ARTICLE 27. Illness and Injury Prevention

The Union and the Employer consider that injury and illness prevention shall be of primary importance in all phases of operation and administration.

The Employer shall make best efforts to provide for safe and healthy

working conditions for employees.

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

Employees are expected to assist the Employer in injury and illness prevention activities. Unsafe conditions must be reported as soon as possible to the employee's immediate supervisor. Fellow employees that need help should be assisted.

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

ARTICLE 28. Union Business

28.1 Access For Union Representatives

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

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

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

28.2 Union Stewards

The Union may notify the Employer of the designation of one (1) Union steward for each office, plus a Chief Steward. Stewards and the employees they deal with may do Union business on an unpaid basis, subject to the needs of consumers and to the employee's respective departments. Union duties do not relieve Stewards or others of regular responsibilities. The Union shall notify the Employer of the name of the currently designated Union Stewards and any changes thereof.

28.3 Bulletin Boards

The Employer shall make available a single bulletin board at each office, in a non-public location, to be used for official notices of Union business relating to North Los Angeles County Regional Center employees.

28.4 Copies Of Contracts

At the time of employment, the Employer shall give a copy of this Agreement to each employee covered by this Agreement. The Union and Employer shall share equally the cost of printing copies of the Agreement. When technologically feasible, the Employer may provide an on-line copy of this Agreement in place of paper copies.

28.5 Union Leave

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

1. Two weeks written notice is given to the Employer;
2. The employee has completed the probationary period;
3. The employee obtains the approval of his/her immediate supervisor, which shall not be unreasonably withheld.

28.6 Union Meetings

The 1st floor meeting room at the main office of NLACRC may be scheduled for NLACRC union business meetings at lunchtime and after 5:00 p.m. on weekdays.

A. Only NLACRC staff (who may invite union officials) may use NLACRC facilities. No other union groups will be authorized to meet at NLACRC.

B. Regular business events will take scheduling priority over union events.

C. Meetings will be requested through the Executive Director's office by written e-mail from a union officer to the Executive Secretary (or Administrative Assistant in the Executive Secretary's absence).

D. Lunchtime meetings will be limited to 45 minutes. No length of meeting time is established for after-hour meetings.

B. The union will complete standard outside meeting request forms

and provide any required proof of insurance, will assume responsibility for the premises and equipment, and will leave the room in a clean and orderly condition.

ARTICLE 29. Overtime

A. Computation

Overtime compensation under a flexible schedule or alternative work schedule shall be as defined by that schedule with the normal schedule at straight time. For a traditional five (5) day, forty (40) hour workweek, overtime shall be paid at time and one-half (1 1/2) the regular rate of pay for all hours worked in excess of forty (40) in a workweek or eight (8) in a workday, with double time paid for all hours in excess of twelve (12) in a workday. For the purposes of computing overtime, only hours actually worked are considered.

B. Compensatory Time

The Employer shall determine whether or not overtime shall be paid out at the end of the pay period, or whether the employee shall be credited with Compensatory Time off at the rate set forth in 29.A. The employee must use the compensatory time off within the pay period in which it is earned, or within the fourth pay period following the pay period in which it is earned, or the Employer may involuntarily schedule the employee off. If the Employer does not permit the time off to be taken within the required time, a cash payment shall be made in the next paycheck.

ARTICLE 30. Vacation

30.1 Eligibility and Accrual

Employees regularly scheduled to work 20 or more hours per week earn vacation credit. New employees begin accruing vacation immediately, but may not use it until probation is completed. Vacation hours accrued during a month will be posted and available for use on the first day of the following month. Full-time employees earn vacation according to the following schedule:

<u>Month of Service</u>	<u>Hours Earned</u>	<u>Maximum Accrual</u>
0-48 months	10 per month	240 hours
49 months or more	13.33 per month	320 hours

Part-time employees earn a prorated number of hours based on the percentage of full-time schedule worked. Employees who work a partial month will earn prorated credit for that month. Vacation may be used in minimum amounts of 1/2 hour.

An employee who reaches the maximum accrual level shall accrue no further vacation until the accumulated vacation falls below the maximum accrual level. Employees are responsible for observing maximum accrual levels and scheduling vacation accordingly. In the event an employee fails to observe the maximum accrual level the employee's supervisor may, in the supervisor's sole discretion, schedule the excess vacation time or recommend a cash out.

30.2 No On-call or O.D. Scheduling

Employees shall not be scheduled to be on-call or assigned as O.D. during a scheduled vacation leave.

30.3 Cash Out

The Employer may in its sole discretion offer to cash out an employee's accrued vacation that exceeds 40 hours. An employee may accept or reject the cash out offer.

30.4 Holiday During Vacation

If a paid holiday, as set forth in Article 34, occurs during an employee's vacation, that day shall not be charged as a vacation day, but as a paid holiday.

30.5 Scheduling

An employee must submit all vacation requests to his or her immediate supervisor for prior approval. Requests for vacation must be submitted at least two (2) weeks prior to the requested beginning day of the vacation unless impossible to do so. The supervisor shall respond to such request within a reasonable period of time not to exceed five (5) working days after receipt. Vacation requests shall not be unreasonably denied. Subject to staffing requirements, first priority in granting vacation requests shall be given to the earliest date or dates. If, on the same date, more than one employee submits a vacation request for the same or overlapping dates and the supervisor or Director is not able to grant all such requests, seniority shall govern.

30.6 Illness During Vacation

An employee who becomes ill during a vacation period may charge accumulated sick leave rather than accumulated vacation time for the days on which such employee is ill, provided that documentation of the illness is furnished to the employee's supervisor promptly upon the employee's return from vacation.

30.7 Payment Upon Termination

An employee who is discharged or resigns shall be paid for all accumulated but unused vacation time up to the applicable maximum accumulation set forth in 30.1 of this Article.

ARTICLE 31. Sick Leave

31.1 Eligibility and Accrual

Full-time employees shall accumulate and be eligible to use sick leave with pay, from the date of hire, at the rate of eight (8) hours per month. Part-time employees accumulate a pro-rated number of hours per month worked, based on the number of hours they regularly work. An employee who works a partial month will accumulate partial benefits for that month. Sick leave may be used in minimum increments of 1/2 hour. Sick leave accrued during a month shall be posted and available for use on the first day of the following month.

31.2 Use of Sick Leave

Sick leave may be taken and deducted from an employee's sick leave accumulation when the employee is unable to perform his or her duties of employment because of illness, injury or an appointment with a physician, dentist or other approved health practitioner, or if it is necessary for the employee to be absent from work to arrange emergency care plans or otherwise act responsibly to the medical needs of immediate family members who depend on the employee. "Immediate family member" is defined as spouse, parent, child, designated partner, and any dependent family member who resides with the employee. The Regional Center shall have the right to require any employee to produce a physician's statement prior to return from sick leave verifying the ability to return to normal work duties, in cases in which the Employer has evidence causing it to question the employee's medical ability to return to work.

31.3 Holiday During Sick Leave

Holidays which fall during a period of sick leave shall be paid with available sick pay. A Paid Holiday will otherwise be paid only if the employee works either the workday before or the workday after the Holiday.

31.4 Payment Upon Termination

Upon termination an employee shall receive payment for one-half (1/2) of his or her unused accumulated sick leave up to a maximum of 80 hours.

31.5 Integration of Benefits

Where an employee receives state disability insurance or workers compensation payments, the employee shall receive such portion of his or her available sick leave pay as shall aggregate to an amount equal to, but not exceeding, the employee's regular rate of pay. Sick leave pay shall be paid in the appropriate pay period based on the Employer's best estimate of the amount of State Disability or workers compensation insurance benefit due the employee.

31.6 Wellness Pay

For any period of six consecutive whole calendar months in which an employee does not have an unscheduled absence, the employee shall accrue an additional eight (8) hours of paid vacation time. The benefit will be prorated for part-time employees.

31.7 Sick Leave Conversion / Benefit Time

A. Effective January 1, 2000, employees will have the opportunity to convert Sick Leave in excess of 80 hours to Benefit Time, at the rate of 2:1 (two (2) hours of Sick Leave becomes one (1) hour of Benefit Time). A maximum of 80 hours of Sick Leave may be converted per calendar year (January- December). Conversion opportunities will be offered two (2) times per year, in January and July.

B. Benefit Time may be scheduled and used in the same manner as vacation, and is included in the computation of maximum vacation hours.

C. Benefit Time is not eligible for sell-back and is not paid out at the time of termination.

31.8 Sick Leave Conversion at Retirement

Employer will explore the economic feasibility of amending the PERS contract to allow conversion of unused sick leave to service credit at retirement.

ARTICLE 32. Bereavement Leave

Regular Full-time and Part-time employees (including new employees under probation) are eligible for three (3) paid work days to attend to matters related to the death of the employee's parent, spouse, designated partner, child, step-child, step-parent, legal ward, brother, sister, mother, father, mother or father-in-law, grandparent, grandchild, or other relative residing in the employee's household. The benefit will be pro-rated for part-time employees.

ARTICLE 33. Insurance Benefits

33.1 Eligibility

Programs shall apply to all regular, full-time employees, and to those part-time employees working a qualifying number of hours per week, as specified in the individual benefit descriptions. Benefits and benefit costs shall be pro-rated according to the employee's schedule (fifty percent schedule = fifty percent of normal agency contribution), except as otherwise stated below.

33.2 Health Insurance

Effective January 1, 2006, or when approved by CalPERS, whichever is later, the Employer agrees to contribute the following monthly amounts for full-time employees for purposes of health insurance, and to contribute pro rata amounts for part-time employees regularly scheduled to work 20 or more hours per week:

- a. 100 percent of premium cost for employee only coverage.
- b. \$371.52, for employee and one (1) dependent coverage.
- c. \$444.57, for employee and two or more dependents.

Coverage is currently effective on the first day of the month after employment. The Employer retains the right to change insurance plans, or self-insure in its sole discretion, so long as the new plan provides the same (or a better) level of coverage. If the cost of health insurance exceeds the above-listed Employer contributions, the employee shall pay the difference.

An employee who can provide proof of coverage under another plan, may elect not to be covered by the Employer's health insurance. The employee shall receive \$160 per month in lieu of such coverage. The \$160 will be pro-rated for part-time employees.

33.3 Dental Insurance

The Employer shall provide the choice of two (2) dental insurance plans for employees regularly scheduled to work 20 hours or more a week, effective on the first day of the month following employment. The Employer shall be obligated to pay the actual cost of the premium for full-time employees and their dependents, and a pro-rated amount for part-time employees and their dependents. The Employer retains the right in its sole discretion to change insurance plans, or to self-insure, so long as the new plan(s) provides the same (or better) level of coverage.

33.4 Life Insurance

The Employer shall pay the full cost of group life insurance for employees working 20 or more hours a month, in the amount of twice the employee's annual salary, as of the first day of the month following thirty (30) days of employment. The Employer retains the right to change insurance plans, or to self-insure, in its sole discretion, provided that the benefits remain the same (or better).

33.5 Long Term Disability Insurance

The Employer shall pay the full cost of long term disability insurance for all employees regularly scheduled to work thirty (30) hours or more per week as of the first day of the month following employment. The Employer retains the right to change insurance plans, or to self-insure, in its sole discretion, provided that the benefits remain the same (or better).

33.6 PERS Retirement Plan

The Employer shall continue to provide employee's working twenty (20) or more hours per week with membership in the State of California Public Employee's Retirement Plan. Such enrollment shall be provided under the same terms and conditions as existed on the effective date of this Agreement, provided that the Employer may adopt a new vesting schedule for the retiree health benefit. This change to the retiree health benefit will be applicable only to employees hired on or after the effective date of the new vesting schedule.

33.7 Accidental Death and Dismemberment

Regular employees working more than twenty (20) hours per week shall continue to be provided with fully Employer paid accidental and dismemberment insurance as of the first of the month following thirty (30) days of employment.

33.8 Deferred Compensation

The Employer shall continue to provide a deferred compensation program, in which employees may voluntarily participate, in order to establish their own retirement or tax sheltered programs. The program shall continue to offer a variety of investment options.

33.9 Vision Insurance

Effective December 1, 1999, the Employer shall pay the full cost of vision insurance for the Employee only, with the option for Employees to cover dependents at the rate set by the carrier.

ARTICLE 34. Holidays

34.1 Holidays Observed

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Holidays falling on a Saturday shall be observed on the previous Friday. Holidays falling on a Sunday shall be observed on the following Monday. Employees may take eight (8) hours off with pay on either the day before Christmas or the day before New Year's Day, pro-rated for part-timers.

34.2 Personal Holidays

Regular Full-time and Part-time employees shall be given two (2) personal holidays per year, to be scheduled at the mutual convenience of the Employer and the employee. Employees are credited with 2 personal holidays as of January 1 of each year. Holidays are eight hours for full-time staff, pro-rated for part-time staff. Personal holidays must be scheduled in whole day units. Personal holidays must be used by December 31 of the year in which they are earned as they cannot be carried over into the next year, and are not paid at termination. Newly hired employees employed prior to June 30 shall be eligible for one (1) holiday in the year of hire, taken after probation, and eligible for two per year thereafter. Employees hired after June 30 shall be eligible for two (2) holidays on January 1 of the following year.

34.3 Holiday Pay

Regular Full-time and Part-time employees are paid for recognized holidays in the following way:

Holidays Not Worked: Full-time employees are paid eight hours for the day at the employee's straight-time rate. Part-time employees are paid at their straight-time rate based on their average day's schedule, and their hours adjusted for the week.

Holiday Worked: Employees assigned to work will either be given a substitute paid day off within two weeks and paid full holiday pay plus straight-time for hours worked on the holiday, or not given a substitute day off and paid full holiday pay plus time and one-half for hours worked on the holiday.

Holidays which fall during an employee's vacation shall be charged to the holiday. Employees must be on paid employment status on the day before and the day after a holiday and must either work or be on paid non-sick leave status either the day before or the day after the holiday to be eligible for holiday pay.

ARTICLE 35. Compensation

35.1 Wages

(a) Salary Range Schedule: Employees shall be paid according to the salary range schedule attached as Appendix A. All bargaining unit employees shall be assigned a salary range as shown in Appendix A.

(b) October 1, 2005 Increase: Effective October 1, 2005, the salary ranges shall be increased by two percent (2%).

(c) October 1, 2006 Reopener: Either party may serve notice of its intention to reopen this Agreement prior to the start of the second year of this Agreement for the sole and limited purpose of negotiating the wage rates set forth in Appendix A to this Agreement and the health insurance payments set forth in Article 33.2. A notice of intention to reopen must be served by one party or the other not less than sixty (60) days prior to October 1, 2006. The other terms of this Agreement shall remain in full force and effect notwithstanding any wage reopener negotiations that may occur pursuant to this Article.

(d) October 1, 2007 Reopener: Either party may serve notice of its intention to reopen this Agreement prior to the start of the third year of this Agreement for the sole and limited purpose of negotiating the wage rates set forth in Appendix A to this Agreement. A notice of intention to reopen must be served by one party or the other not less than sixty (60) days prior to October 1, 2007. The other terms of this Agreement shall remain in full force and effect notwithstanding any wage reopener negotiations that may occur pursuant to this Article.

(e) October 1, 2008 Reopener: Either party may serve notice of its intention to reopen this Agreement prior to the start of the third year of this Agreement for the sole and limited purpose of negotiating the wage rates set forth in Appendix A to this Agreement. A notice of intention to reopen must be served by one party or the other not less than sixty (60) days prior to October 1, 2008. The other terms of this Agreement shall remain in full force and effect notwithstanding any wage reopener negotiations that may occur pursuant to this Article.

(f) One Time Only Merit Lump Sum Payment (October 1, 2005 – September 30, 2006): Employees who reached Step 5 prior to 10/1/05 will be eligible for a one-time merit payment equal to five percent (5%) of their annual salary, paid in the first pay period after the next service anniversary during the period October 1, 2005, to September 30, 2006. The One Time Only payment is a merit payment and does not occur automatically on the service anniversary. An employee will not be paid the One Time Only payment until the employee is no longer on Performance Warning.

(g) One Time Only Merit Lump Sum Payment (October 1, 2006 –September 30, 2007): Employees who reached Step 5 prior to 10/1/06 will be eligible for a one-time merit payment equal to five percent (5%) of their annual salary, paid in the first pay period after the next service anniversary during the period October 1, 2006, to September 30, 2007. The One Time Only payment is a merit payment and does not occur automatically on the service anniversary. An employee will not be paid the One Time Only payment until the employee is no longer on Performance Warning.

(h) One Time Only Merit Lump Sum Payment (October 1, 2007 –September 30, 2008): Employees who reached Step 5 prior to 10/1/07 will be eligible for a one-time merit payment equal to five percent (5%) of their annual salary, paid in the first pay period after the next service anniversary during the period October 1, 2007, to September 30, 2008. The One Time Only payment is a merit payment and does not

occur automatically on the service anniversary. An employee will not be paid the One Time Only payment until the employee is no longer on Performance Warning.

(i) One Time Only Merit Lump Sum Payment (October 1, 2008 –September 30, 2009): Employees who reached Step 5 prior to 10/1/08 will be eligible for a one-time merit payment equal to five percent (5%) of their annual salary, paid in the first pay period after the next service anniversary during the period October 1, 2008, to September 30, 2009. The One Time Only payment is a merit payment and does not occur automatically on the service anniversary. An employee will not be paid the One Time Only payment until the employee is no longer on Performance Warning.

(k) The salary range for each year of the Agreement is set forth in Appendix A.

35.2 Step Increase

A newly hired employee shall, except as provided in 8.6 begin at Step I. An employee shall be advanced after accumulation of 12 months of service at the lower step and the recommendation of the supervisors, based upon satisfactory work performance. Absent a leave of absence or other break in service, the employee's hire date will be the employee's anniversary date. Step increases for employees shall become effective on the first day of the first payroll period that begins closest to the employee's anniversary date.

An employee whose step increase is denied or withheld because of unsatisfactory work performance may grieve such decision under the grievance procedure of this Agreement.

35.3 Promotions and Transfer

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

35.4 Bilingual Skills

Employees in positions designated by the Employer as requiring the use of bilingual skills shall, upon the effective date of this Agreement, be compensated in an amount of \$125.00 per month. Effective 10/1/02, that amount shall be increased to \$150.00 per month.

35.5 Pay Periods

Pay periods are semi-monthly. Pay earned from the first (1st) of the month to the fifteenth (15th) of the month shall be paid by the twenty second (22d) of the month. Pay earned from the sixteenth (16th) of the month to the last day of the month shall be paid by the seventh (7th) of the following month. When pay days fall on a weekend or holiday paychecks shall be issued the preceding workday.

35.6 Payment Upon Termination

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

ARTICLE 36. Sabbatical Leave

36.1 Formula

Each full-time and part-time employee, pro-rated for part-time, shall receive paid sabbatical leave on the following basis:

<u>Years of Service</u>	<u>Amount of Leave</u>
05 years through 09 years	24 hours
10 years through 14 years	40 hours
15 years through 19 years	80 hours
20 years through 24 years	80 hours
25 years through 29 years	80 hours
30 years through 34 years	80 hours

36.2 Use of Leave

Sabbatical leave must be taken in one (1) block of time. It may not be broken up and used a day here and another day later. Sabbatical leave is not considered to be an accrued benefit and therefore cash-out will not be paid for unused leave upon termination. Sabbatical leave is not a yearly benefit and must be taken during the appropriate block of time that the employee is eligible to utilize the leave. An employee who fails to use sabbatical leave within the allotted period of years may not carry over the sabbatical time to the next sabbatical period. At least a one year hiatus must occur between sabbatical leaves.

ARTICLE 37. New Classification

If the Employer establishes a new job classification within the bargaining unit during the term of this Agreement, the Employer shall also establish the rate of pay therefore. The Employee shall notify the Union in writing of the establishment of any new job classification. If the Union is not satisfied with the rate of pay established by

