

Tentative Agreement Summaries

Contract Term: 12/1/23-10/31/27

Management Proposals:

No Discrimination **TA 10.19.23** Section 2

- reproductive health decision-making added to list

Union Security **TA on Union Counter 10.19.23** Section 3

- Clean up: "Service fee" changed to "Agency Fee."
- Donation to charity instead of union dues for those with a sincere religious or moral conviction against supporting a union changed from being determined valid by union only to mutual agreement between employer and union.

Union Business **TA 10.19.23** Section 4

- Clean up: "The Employer shall notify all bargaining unit employees of changes to the Employer's policies and procedures related to the work of employees" moved out of Union Business and into Section 5. Basic Principles

Leave of Absence **TA 10.19.23** Section 11 A.

- Clean up/adherence to law: "In granting leaves of absence, the Employer shall comply with all requirements of all applicable state and federal laws" added.

Leave of Absence **TA 10.19.23** Section 11 B.

- Adherence to law: "Only regular full-time and regular part-time employees may be granted a leave of absence." changed to "Except as otherwise required by applicable law, only regular full-time and regular part-time employees may be granted a leave of absence."

Leave of Absence **TA 10.19.23** Section 11 C.

- Updated/expanded to adhere to law: "parent-in-law, grandparent, grandchild, sibling, or other designated person (designated person is limited to 1 for every 12 months). Designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship." added for leave of absence to take care of family or designated person.

Leave of Absence **TA on Union Counter 10.19.23** Section 11 E.

- Clean up/adherence to law: All leaves of absence granted pursuant to this paragraph "E," **except leaves for disability on account of pregnancy, childbirth, or related medical conditions (see subsection K.),** shall run concurrently with leaves of absence permitted under FMLA and CFRA, except that employees taking medical leave due to pregnancy, childbirth or recovery there from shall be permitted upon request to take up to the maximum leave permitted under CFRA or FMLA.
- Red language added

Leave of Absence **TA date 10.19.23** Section 11 I.

- Clean up: "Except as otherwise provided in this Agreement" added

Leave of Absence **TA on management revision date 10.19.23** Section 11 J.

Professional Conference Leave & Professional Development **TA 10.26** Section 13

- PCL changed from 4 work days to 32 hours to parity among schedules.

Professional Conference Leave & Professional Development **TA 10.26** Section 13 J.

- Clean up: LMC Scholarship grant removed from here so it only appears in the LMC section to avoid errors in the future.

Bereavement Leave [TA Union Counter 12.7.23](#) Section 15

- Adherence to Law and interpretation issue fix: 2 days unpaid bereavement leave was added to the 3 days paid for any death due to CA law change. If the funeral takes place out of CA or the employee has to deal with matters of estate was changed from an additional 7 days to 5 days. The total number of days still equals 10 days as it did before.

Personnel Records [TA 10.26](#) Section 27

- Clarification due to digital files. "Upon request, in writing, by the employee, a copy of the personnel file shall be made available" replaced "and shall be open at reasonable work times to the inspection of the employee in the presence of the Employer's personnel representative." The old language applied to physical personnel files.

Union Proposals

Non Monetary:

SECTION 3. UNION SECURITY, DUES CHECKOFF AND NOTIFICATION - Bargaining Unit Members

[Withdrawn 10.26.23](#)

- Attempted to get a list of non-union positions into the union. Management tried to exclude all except IT trainer in a counter. We withdrew and decided to do this with other tactics in the future.

SECTION 11. LEAVES OF ABSENCE - Case Manager Case Assignment While on Leave [TAed on](#)

[Management Counter to Union Counter to Management Counter 10.26.23](#)

- When an employee goes on a leave of absence, or other planned time off exceeding 30 calendar days the direct manager will be responsible for assigning coverage on tasks related to client or business needs. If the direct manager needs to assign coverage tasks to other employees that assignment will first go to staff whose role is coverage, such as floating positions and temporary positions. If those positions are not available for coverage, then overtime may be offered to other employees for planned coverage tasks.
- If new assignments or tasks are given while an employee is on a leave of absence, or other planned time off exceeding 30 calendar days, the direct manager will be responsible for maintaining a list of new assignments and tasks to review upon the employee's return to work.

SECTION 24. HOURS OF WORK AND OVERTIME - Work Schedule - Start and Quit Times [TA on](#)

[Management counter 11.9.23](#)

- Quit time extended from 7pm to 8pm.

SECTION 24. HOURS OF WORK AND OVERTIME - Split (Block) Alternative Work Schedule [TA on](#)

[Management counter 11.9.23](#)

- New alternative schedule added. Split shift with one block in the morning and one in afternoon/evening. Blocks cannot be longer than 5 hours.

SECTION 28. EVALUATION, DISCIPLINE AND TERMINATION - Caseload Discipline [TAed after many](#)

[counter proposals 11.9.23](#)

- Performance expectations vary by department and will be available in writing and shared by the unit director upon development of expectations, upon request by employee, and upon hire. Performance expectations will be developed in collaboration with the Union. Performance expectations will be updated annually if needed. Final approval on performance expectations will be given by the Department Director.

SECTION 24. E. Core Days **TA on Union Counter to Management Counter 11.16.23**

- Core days removed.
- Flex day or 4/10 off day may be scheduled for any day of the week now
- Clause added "Standing recurring meetings, trainings and time sensitive work processes that fall on a Tuesday, Wednesday or Thursday maintain priority and must be attended. Flex or Work at Home day might need to change, to accommodate these meetings."

SECTION 36. LICENSING - Licensing **TA on Union Counter to Management Counter 11.16.23**

- Clean up to make providing clinical supervision sound more voluntary.
- \$105 stipend added per pay period where clinical supervision is performed in Tier II TA but will be in this section of the contract.

APPENDIX D. WORK AT HOME/TELECOMMUTE - Work at Home **TA Management Count to Union Counter to THIRD Management Counter 11.30.23**

- Same number of in-office days required for all positions as in the side letter except intake coordinator is now removed from the limited positions.
- Stipend remains
- Can work at home with cold/flu symptoms on in-office days 12 times per year, not to exceed 3 times per month.

SECTION 11. LEAVES OF ABSENCES - Union Leaves of Absence **Rejected**

NEW APPENDIX (K.?) - SDP Caseload **Rejected multiple times after union revisions to rejections**

- Verbal agreement for Ronke to attend LMC to work on SDP issues and for her to send out an all case management email with this commitment.

Monetary Proposals

SECTION 8. HOLIDAYS - Holidays* **TA on Management counter to Union Counter to Management Counter 12.6.23**

- Juneteenth and New Year's Eve are now permanent holidays

SECTION 9. VACATIONS - Vacation* **TA on Union Counter to Management Counter 12.6.23**

- Vacation max increased from 280 to 320.
- Vacation buyout ability increased from 2 to 4 times a year in the first pay period of March, June, September, and December.

SECTION 10. SICK LEAVE -PBL **TA on Management Counter to Union Counter to Management Counter 12.6.23**

- PBL increased from 40 hours to 56 hours annually
-

SECTION 11. LEAVES OF ABSENCE - Sabbatical* **TA on Management Counter to Union Counter to Management Counter 12.6.23**

- Now 1 week at 10 years and 2 weeks at 15 years
- 240 hours added for 35 and 40 years. (same amount for 30 year)

SECTION 13. PROFESSIONAL CONFERENCE LEAVE AND PROFESSIONAL DEVELOPMENT - LMC Scholarship*

TA on Management Counter 12.6.23

- Clean up: \$8,000 total fixed to say \$10,000 (as was being given) and now only in the LMC section.
- \$10,000 will increase to \$20,000 when the DDS tuition reimbursement ends in 2025

SECTION 26. WAGES AND CLASSIFICATIONS - COLA* TA on Mgmt Ctr to Union Ctr to Mgmt Ctr to Union Ctr to Mgmt Ctr to Union Counter to Mgmt Ctr 12.7.23

- 8% raise 12/1/23
- 2% raise on 7/1/24, 7/1/25, 7/1/26, and 7/1/27
- \$750 bonus January 2024 and June 2024
- Employer contribution to dependent medical coverage for +1 increased from \$300 to \$500, and for +2 or more increased from \$550 to \$750 .
- 8th and 9th step added

SECTION 26. WAGES AND CLASSIFICATIONS - Eighth Step* TA 12.6.23

- 8th and 9th step added

SECTION 26. WAGES AND CLASSIFICATIONS - Former Regional Center Experience for Steps and Vacation Accrual* TA on Union counter to management counter 12.7.23

- Rehired employees will be hired at their former vacation accrual limit instead of just their former salary step
- Former experience from another Regional Center will count towards salary steps at RCEB.
- Current employees with former other RC experience will have it counted and moved up in salary steps the next pay period after they contact HR.

SECTION 26. WAGES AND CLASSIFICATIONS - Bilingual and Trilingual Differential* TA on Union counter to management counter 12.7.23

- Bilingual stipend increased from \$85 to \$120
- Trilingual stipend increased from \$125 to \$165

SECTION 26. WAGES AND CLASSIFICATIONS - Tier II All Positions* TA on union counter to management counter 12.7.23

- Tier IIs not added in favor of higher cola
- Language retained to have a discussion about all positions having a tier II in the next contract bargaining
- \$105 stipend added per pay period where clinical supervision is performed in Tier II proposal but will be in the licensing section of the contract

NEW APPENDIX (I.?) - Business Use of Cell Phones* TA on management counter

- All employees who work in the field and use their phone for business purposes will receive a \$25 stipend per month.

Union Counter to Management Counter - Union Proposal #8 APPENDIX D. WORK AT HOME TELECOMMUTE - Work at Home 11.30.23

Union Proposal Note: This replaces Appendix D. in the contract. The edits are made to the Appendix D. and E. Side Letter.

APPENDIX D. WORK AT HOME/TELECOMMUTE

~~RCEB considers Work at Home/Telecommute to be a viable alternative work arrangement in cases where individual, job and supervisory characteristics are best suited to such an arrangement. The types of positions that qualify for Work at Home/Telecommute are those that are independent with tasks that can successfully be performed in isolation and require minimal face-to-face communication or presence at the agency site. Classifications that require an employee's presence at the job site in order to complete the assigned job tasks are not eligible to participate in this arrangement. The supervisor will have discretion in determining whether an employee is eligible to participate in this program. Requests by employees to Work at Home/Telecommute shall not be unreasonably denied. All employees reasonably able to Work at Home/Telecommute will be given the option in consultation with their direct supervisor.~~

RCEB considers Work at Home/Telecommute to be a viable alternative work arrangement in cases where individual, job and supervisory characteristics are best suited to such an arrangement. ~~in cases where individual, job and supervisory characteristics are best suited to such an arrangement.~~ Although not all jobs can be performed satisfactorily from other locations, the agency recognizes that in most some cases, Work at Home/Telecommute arrangements ~~is~~ can be beneficial. In determining the ability to Work at Home/Telecommute, the supervisor and employee will consider the following:

- The impacts on the people we serve
- The nature of the employee's job
- The needs of the employee's team and/or department
- The impacts on other colleagues

Work at Home/Telecommute is defined as an approved schedule to work based outside of the office. A Work at Home/Telecommute schedule should not negatively affect the workload or productivity of coworkers either by shifting burdens or creating delays and additional steps in the work flow. The types of positions that qualify for Work at Home/Telecommute are those that are independent with tasks that can successfully be performed in isolation and require minimal face-to-face communication or presence at the agency site. Certain classifications that require an employee's presence at the job site in order to complete the assigned job tasks, ~~like~~ i.e., the Receptionist and File/Mail Clerk, are not eligible to participate in this arrangement.

~~Positions that functionally require shared tasks within the offices, like some Secretary, Administrative Secretary, Accounting, Transportation Assistant, or Clerk positions are not eligible to fully participate in this arrangement. These positions can Work at Home/Telecommute up to 2 days per week. Intake Coordinator positions are not eligible to fully participate in this arrangement and can Work at Home/Telecommute up to 3 days per week. This provision is subject to change where the need for unit/department/agency coverage requires an employee to be present at a particular time, in particular,~~

~~in consideration of coverage of tasks that can only be completed in the office. The supervisor and employee will meet to discuss the department need. The Supervisor will have discretion in determining whether an employee is eligible to participate in this program by assessing individual job duties and roles for the team/department. In the event that more employees request a Work at Home/Telecommute schedule than a unit/department can reasonably manage, the supervisor/department head shall respond to requests that are consistent with these guidelines in ways that are equitable to all employees and in the best interest of the agency. Among the measures that might be adopted are rotating turns between employees, staggering schedules, and establishing core work hours/core tasks for the department/team. Requests by employees to Work at Home/Telecommute shall not be unreasonably denied. All employees reasonably able eligible to Work at Home/Telecommute will be given the option in consultation with their direct supervisor.~~

~~In the event that an employee is determined ineligible by the supervisor (this determination will be in writing, an appeal in writing explaining why the decision should be overturned may be presented to the Human Resources Director, who will, with the supervisor making the decision then consult with the Union which includes a face-to-face or video conference meeting with Union representation, upon member's request. After consultation, the supervisor shall make a decision on whether or not the employee should be eligible to Work at Home/Telecommute. This decision shall be final and is not subject to the grievance procedure.~~

~~In the event that an employee is determined ineligible by the supervisor, due to previously identified and documented performance issues, an appeal in writing explaining why the decision should be overturned may be presented to the Human Resources Director, who will, with the supervisor making the final decision then consult with the Union which includes a face-to-face meeting with Union representation upon members' request. After consultation, the supervisor shall make a decision on whether or not the employee should be eligible to Work at Home/Telecommute. This decision shall be final and is not subject to the grievance procedure.~~

With the exception of those classifications listed above, Eligible staff who are eligible will work for a minimum of ~~2-1~~ 2 1/2 days per week based in the office during the regular workweek. In office work days must include a portion of the workday in the office to complete in office tasks. In person community and client meetings can be scheduled on days based in the office, based on clients'/vendor/provider needs classifications that require work based in the field, staff must also be available for in person community and client meetings on days based at home. Split in office/WAH days are ~~not~~ not approved under this agreement. Changes to meet agency (i.e. in person team meetings or mandatory trainings, etc.) or clients' needs will not count against the allowed three (3) times a year schedule changes. This option can be the employee's regular schedule. Part-time employees may work a prorated Work at Home/Telecommute schedule based on their scheduled weekly hours and days. Work at Home/Telecommute can be on an intermittent basis if agreed to and defined, between the employee and supervisor. ~~It is a voluntary work alternative that may be appropriate for some employees and some jobs.~~ Work at Home/Telecommute in no way changes the terms and conditions of employment with the agency.

Positions that functionally require shared tasks within the offices, like some Secretary, Administrative Secretary, Accounting, Transportation Assistant, or Clerk positions are not eligible to fully participate in this arrangement. ~~These positions will work for a minimum of 2 days per week based in the office during the regular workweek. These positions can Work at Home/Telecommute up to 2 days per week. These positions can Work at Home/Telecommute up to 2 days per week.~~ Intake Coordinator positions are not eligible to fully participate in this arrangement and can Work at Home/Telecommute up to 3 days per week. This provision is subject to change where the need for unit/department/agency coverage requires an employee to be present at a particular time, in particular, in consideration of coverage of tasks that can only be completed in the office. The supervisor will have discretion in determining whether an employee is eligible to participate in this program by assessing individual job duties and roles for the team/department. In the event that more employees request a Work at Home/Telecommute schedule than a unit/department can reasonably manage, the supervisor/department head shall respond to requests that are consistent with these guidelines in ways that are equitable to all employees and in the best interest of the agency. Among the measures that might be adopted are rotating turns between employees, staggering schedules, and establishing core work hours/core tasks for the department/team.



Requests by employees to Work at Home/Telecommute shall not be unreasonably denied. All employees reasonably able to Work at Home/Telecommute will be given the option in consultation with their direct supervisor.

Procedure:

- Either an employee or a supervisor can suggest Work at Home/Telecommute as a possible work arrangement.
- All Work at Home/Telecommute arrangements are made focusing on the business needs of the agency first. If Work at Home/Telecommute arrangements are being requested, the employee must follow the agency scheduling guidelines and obtain supervisory approval.
- For ongoing regularly scheduled Work at Home/Telecommute requests, an employee shall make this request at least ten (10) business days in advance of the start of the requested Work at Home/Telecommute schedule; Supervisor shall respond to employee's Work at Home/Telecommute request within five (5) business days.
- Work at Home/Telecommute will not be denied based on work performance concerns that have not been previously identified. The reasons for a denial or a removal from the program shall be put in writing.
 - ~~Individuals requesting Work at Home/Telecommute arrangements must be regular employees who have successfully passed probation.~~ For probationary staff, who have not successfully passed their three (3) month review, it will be the supervisor's discretion to determine if an individual can participate in Work at Home/Telecommute schedule and to what degree. Probationary employees who have successfully passed their three (3) month review become eligible for work at home. Probationary staff must work in office **5 3** days a week for a minimum of three months for training purposes before **full** Work at Home **eligibility** is offered. This does not apply to staff who are promoting or moving to a new position under a lateral

move. After an employee's (3) month review, it will be the supervisor's discretion to determine if an individual can participate fully in a Work at Home/Telecommute schedule and to what degree.

- The employee's supervisor can suspend an employee's participation in Work at Home/Telecommute when the employee has received documented performance discrepancies. When an employee's Work at Home/Telecommute schedule is suspended due to performance discrepancies, they will have the option to return to Work at Home/Telecommute following the correction of performance issues and after a 3 month review of sustained correction of those issues.
- In order to effectively perform their assigned tasks, employees may use Regional Center of the East Bay's equipment at the alternate work site location with the approval of RCEB. The alternate work site location is defined as an employee's home. If a situation arises that requires in-person physical presence, employees are required to be present regardless if it's an in office day or work at home day, or alternate work location within a 2-hour radius of the office or with access to being in the office if needed within 2 hours. Employees using RCEB equipment must follow the agency's equipment policies including but not limited to the following guidelines. Employees must attend the necessary trainings in order to have access to this equipment. The equipment must be protected against damage and unauthorized use. All RCEB owned equipment will be serviced and maintained by RCEB. Any equipment provided by the employee will be at no cost to RCEB and will be maintained by the employee. Only software assigned by RCEB is to be used. RCEB may provide the following equipment, subject to availability: Laptop computer (and related Equipment) and consumable office supplies. All equipment is to be signed out from RCEB for specified period of time and to be returned to RCEB as agreed. The employee is to be responsible for all equipment that has been signed out for this purpose. Any equipment signed out must be returned before the employee leaves employment with RCEB.
- ~~Managers may keep track of the daily work activities completed by employees by reviewing manual or computer system-generated reports and information.~~
- RCEB will provide access to agency web based software (such as SANDIS, Outlook, ADP, etc. that are at no additional cost to the agency and in keeping with agency security requirements).
- ~~Systems should be utilized within rules as if working onsite. Outlook signatures should be on all outgoing emails and include employee contact information and an alternative back-up contact person. Voicemails should also have the same information.~~
- ~~The private feature in Outlook should not be used. Personal appointments should be indicated as PBL or other PTO.~~
- The employee is responsible for establishing an appropriate work environment within their home and alternate work site locations, and must follow the agency's safety requirements and procedures.
- Employees will check voicemails a minimum of twice per day and will respond while on Work at Home/Telecommute work days, using the RCEB remote phone system. Employees will make all work related calls using the RCEB remote phone system through the agency provided phone system, if available, or on their personal phones with their personal phone number blocked to the recipient by utilizing the *67 function. Alternatives to this phone call agreement such as web-based phone numbers may be discussed and agreed with the employee's supervisor.
- RCEB has invested in technology including lap tops, remote desktop/VPN access, a remote phone system, Ring Central Mitel, and DocuSign in an effort to support broader remote access to facilitate increased remote work options. Employees who have been provided such equipment and software are expected to utilize them regularly while participating in Work At Home/Telecommute. Training will

be provided in installation and utilization. Failure to install and utilize RCEB provided technology to be accessible to supervisor, RCEB staff, clients and community as applicable for employee's role may lead to suspension of employee's participation in Work At Home/Telecommute. Lack of functionality or outages would not fall under this clause, as that is not the employee's failure to install and utilize provided technology.

- In the event that an employee is unable to effectively complete work remotely; i.e. power outage, internet outage, equipment issues; staff shall be able to continue to Work at Home/Telecommute for up to 1.5 hours while trying to resolve the issue. If possible, in the event of a power or network/information systems outage, staff is encouraged to do paperwork, and/or alternative work assignments defined by the supervisor. If the issue is unresolved:
 - a. Staff will be required to report to the office unless the office is also impacted by an outage.
 - b. Staff may elect to take the remainder of the day off. Staff must submit an ADP request for all the hours that are taken off if they elect this option.
- Injuries sustained by the employee while at their home work location and in conjunction with their regular work duties are normally covered by the company's workers' compensation policy. Work at Home/Telecommute employees are responsible for notifying the employer of such injuries in accordance with the agency's worker's compensation procedures. Work at Home/Telecommute employees are not permitted to have meetings in their homes with people who are not employed by RCEB (i.e., consumers, families of consumers, vendors, providers, etc.). The employee is liable for any injuries sustained by visitors to his or her work site. The Employer's policy for drug-free workplace applies while on Work at Home/Telecommute schedule.
- Employees are responsible for ensuring their remote workspace meets their ergonomic needs. RCEB will provide information on ergonomically correct workstations. In the event that an employee's home or workspace is not meeting their ergonomic needs, they may need to work in the office. RCEB provides workstations in the office that meet ergonomic needs. RCEB is unable to provide an ergonomic assessment of individual remote work stations. If an employee feels they need an ergonomic assessment for their work station at the office, one can be scheduled.
- RCEB will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, phone bill) whatsoever, associated with the use of the employee's residence. RCEB will not be responsible for any internet provider costs. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for RCEB. However, the agency will provide a \$57.50 work at home stipend to be paid the last payroll of the month while an employee is participating in work at home with a signed checklist agreement submitted to HR. For new or updated checklist agreement, stipend will be processed the month following receipt of checklist by HR.
- The employee agrees to be accessible by phone or email within a reasonable time period during the agreed upon work schedule. A reasonable time period shall be defined as: response will be within 1 hour to direct supervisor and within two business days for client/vendor. Outlook calendar must be updated with approved schedule, including any meetings or appointments. If there is a change in the schedule, current agency procedures should be followed. Failure to update Outlook calendar or consistently respond within a reasonable time period may lead to suspension of employee's participation in Work At Home/Telecommute.
- Work at Home/Telecommute employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked consistent with agency procedures. Hours worked in excess of those specified per day and per work week will, in accordance with state and federal requirements, require the advance approval of the supervisor.

- A Work at Home/Telecommute Agreement and checklist will be signed by the participating employee and applicable supervisor and placed in the employee’s personnel file.
- As with all RCEB employees, employees who Work at Home/Telecommute are expected to adhere to all the rules and regulations of RCEB, HIPAA, and DDS including security and confidentiality of data and information handled in the course of their work.
- Work at Home/Telecommute is not designed to be a replacement for appropriate childcare. Although an individual employee’s schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands.
- Work at Home/Telecommute will be available to part-time employees on a prorated schedule.
- Personal equipment used for Work at Home/Telecommute must have all system updates and virus coverage installed. This is the responsibility of the employee.
- ~~No consecutive days out of the office, not including weekends (i.e. a Work at Home/Telecommute day cannot be used in combination with flex, 4/10 scheduled day off, vacation, and/or holiday). Employees shall not lose a Work at Home/Telecommute day due to a holiday or agency business and shall reschedule when possible. When covering for another staff, Work at Home/Telecommute day may need to be changed or cancelled based on agency business need.~~
- Work at home schedules shall not interfere with regularly scheduled team meetings which are to be held in-person or on zoom, not hybrid.
- ~~If staff have cold or flu symptoms, or are experiencing related symptoms they may work at home on their scheduled in-office day if they choose, if they are feeling well enough to do so. Staff are encouraged to should take eligible paid time, SPSL if applicable or accrued sick time when too sick to perform their duties experiencing any symptoms of illness.~~
- ~~If staff have Covid, cold or flu symptoms, they may work at home on their scheduled in-office day if they choose, if they are feeling well enough to do so, up to 5 times per calendar month, 6 work-at-home 12 days per year, no more than 3 days in any given month.~~
- ~~If employee is unable to work due to illness on an in-office or work at home day, the employee will use sick time.~~

APPENDIX E. SUPERVISOR’S CHECKLIST FOR WORK AT HOME/ TELECOMMUTE

This checklist should be used to ensure RCEB employees are properly oriented to the Agency’s Work at Home/Telecommute policy and procedure.

Employee _____

Supervisor _____

Initial:

_____ Employee has read the Agency’s Work at Home/Telecommute policy.

_____ Employee and supervisor have agreed to a Work at Home/Telecommute schedule.

Currently agreed in office workday(s) is/are: _____

Employee's cell phone number: _____

Employee's address: _____

_____ Equipment issued by the Agency is documented.

_____ Requirements for Outlook calendar and response times via phone/email have been discussed.

_____ Performance expectations have been discussed and are clearly understood.

_____ Requirements for adequate and safe work space at home have been reviewed with the employee and the employee certifies that those requirements have been met.

_____ Requirements for care of equipment assigned to the employee have been discussed and are clearly understood.

_____ The employee understands and will abide by the agency's requirement for confidentiality of records.

_____ The employee was given information on ergonomically correct workstations.

Employee Signature

Date

Supervisor Signature

Date

Jeffery Dix

Caylin Patterson

[Handwritten Signature]

Lynn Nguyen

SECTION 26. WAGES AND CLASSIFICATIONS

A. WAGES

Effective December 1, 2012, the straight-time hourly rates for employees and for all classifications covered by this Agreement shall be set forth in "Appendix A" attached hereto and made a part hereof. Salary step increases shall become effective on the first (1st) day of the bi-weekly pay period that is closest to the actual salary anniversary date. Said rates in Appendix A include a 1% cost of living adjustment (COLA) across the board for all classifications.

Effective July 1, 2013, rates in Appendix A shall be increased by 1.031 % in exchange for employees increasing their contribution to CalPERS to 3% effective 7/1/13.

Effective July 1, 2013, the rates in Appendix A shall be increased by an additional 1.25%, contingent on the remaining 1.25% trailer bill budget reduction ending on June 30, 2013, and these funds being restored to the Employer's allocation from DDS. Upon the request of either party, the parties shall promptly meet and negotiate over this matter if this expected restoration is modified.

- ~~1. Effective January 1st 2020 the bargaining unit salary schedule classification rates will be increased by 1.25% beginning the first full pay period.~~
- ~~2. Effective July 1st 2020 the bargaining unit salary schedule classification rates will be increased by 1.50% beginning the first full pay period.~~
- ~~3. Effective July 1st 2021 the bargaining unit salary schedule classification rates will be increased by 1.75% beginning the first full pay period.~~
- ~~4. Effective July 1st 2022 the bargaining unit salary schedule classification rates will be increased by 1.75% beginning the first full pay period.~~
- ~~5. Effective July 1st 2023 the bargaining unit salary schedule classification rates will be increased by 1.75% beginning the first full pay period.~~
- ~~6. Should the state budget include increases specifically for regional center salary and wages, the Employer and Bargaining unit agree to reopen to discuss any changes to salary and wages understanding that the increases in 1 to 5 above will be considered as part of those increases and not in addition to.~~
- ~~7. Each New Year's Eve during the term of this contract will be observed as an Agency Holiday.~~

We acknowledge that this commitment may lead to delayed hiring of certain positions for periods of time.

1. Effective December 1st 2023 the bargaining unit salary schedule classification rates will be increased by 18% 7% 14% 8% 12% 8%.

2. Effective July 1st 2024, and each July 1st in following years for the duration of this contract, the bargaining unit salary schedule classification rates will be increased by 8% 1.25% 7% 1.50% 5%.

- **Effective July 1st 2024 the bargaining unit salary schedule classification rates will be increased by 2.01.50% beginning the first full pay period.**
- **Effective July 1st 2025 the bargaining unit salary schedule classification rates will be increased by 2.01.75% beginning the first full pay period.**
- **Effective July 1st 2026 the bargaining unit salary schedule classification rates will be increased by 2.0% beginning the first full pay period.**
- **Effective July 1st 2027 the bargaining unit salary schedule classification rates will be increased by 2.0% beginning the first full pay period.**
- **Effective July 1st 2027 the bargaining unit salary schedule classification rates will be increased by 2.0% beginning the first full pay period.**
- **Employees who were employed with RCEB prior to December 1, 2023 will receive a one-time stipend in the amount of \$1500 to be paid as follows:**
 - **\$750 at first full pay period of January, 2024**
 - **\$750 at last full pay period of June, 2024, if still employed with RCEB at time of payment.**
- **Step IX (9). The ninth step shall be paid after completion of twenty-four (24) months of satisfactory service at Step VIII.**

3. Should the state budget include increases specifically for regional center operations, the Employer and Bargaining unit agree to reopen to negotiate increases to salary and wages.

In addition, the employer will increase contribution to medical rates to reflect the following, effective January 1, 2024:

- **Employee + 1 Dependent - \$500 RCEB Contribution**
- **Employee + 2 or more Dependents - \$750 RCEB Contribution**

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 24 B. HOURS OF WORK AND OVERTIME

Alternative - Split Schedule

The split schedule plan allows eligible full-time regular employees not on probation the option of choosing to work in separate blocks of time within a full workday, within the contract allowed start and end times. The blocks shall not exceed five (5) hour increments. Each of these work days shall include an unpaid one (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest break of fifteen (15) minutes each; provided that rest breaks may not be combined. An employee selecting the split schedule day work plan must select start-quit times that conform to this contract's defined start and end times.

Procedure:

- Split Schedule, as with other alternate work schedules, requires an approval/disapproval process by unit manager
- No more than 2 employees on a team can participate in split schedule, based on seniority. Bumping is not allowed.
- Split schedules must not conflict on a team. For example, 2 people on the same team cannot have the same schedule.
- Split Schedule is considered an Alternate Work Schedule and cannot be used with 9/80, ~~or 4/10 Alternate Work Schedules~~ or Variable - Time Alternate Work Schedules.
- Certain classifications that require an employee's presence at the job site in order to complete the assigned job tasks, like the Receptionist and File/Mail Clerk, are not eligible to participate in this arrangement.
- Positions that functionally require shared tasks within the offices, like some Secretary, Administrative Secretary, Accounting, and Information Systems, Transportation Assistant, or Clerk positions are not eligible to participate in this arrangement.
- Employee must choose split schedule hours, have it approved, submit in writing to manager and Human Resources and must remain consistent with chosen schedule. ~~Split schedule hours can be modified up to 2 times year and must start at the beginning of a pay period.~~
- Split schedule may be revoked if unit, workload, performance, and / or client needs change.
- Split in office/at home days are not allowed during work hours.
- Start time for split shift is ~~7am~~ 7 am no later than 9 am.
- End time for split shift is 8 pm.

- Split schedule is Monday – Friday 8 hour shift.
 - Example – **Work an 8 hour day (Monday – Friday):**
 - Work 7 am – 12 pm (5 hours)
 - ~~15 min rest break needs to be taken~~
 - ~~Cannot work more than 5 hours without meal break~~
 - Lunch Break – 12:00 – 12:30 or 12:00 – 1:00 pm
 - ~~Lunch break —30 min or an hour at 12:00pm~~
 - No work 12:30/1:00 – 3:00
 - Work 3 pm – 6:00 or 4 – 7 pm (3 hrs)*
 - ~~15 min rest break needs to be taken~~

Jeffery Dix

Caylin Patterson



Lynn Nguyen

UNION PROPOSAL SABBATICAL

H. SABBATICAL LEAVE

Recognition shall happen one time per anniversary (~~5, 10,~~ 15, 20, 25 and 30, **and 35 and 40** years). The amount of time of an employee's sabbatical is calculated based on the consecutive numbers of years worked. Sabbatical leave may be taken in increments of one week. All sabbatical leave must be taken within the 12-month period following the anniversary date. An employee who is unable to take their sabbatical leave within the 12-month period following the anniversary date for any reason must request an extension in writing to the Director of Human Resources. Approval for an extension to take sabbatical leave after the 12-month period following the anniversary date shall be at the sole discretion of the Employer. This benefit shall be pro-rated for part time employees. Sabbatical Leave is separate from vacation, the parties agree that the provisions of Labor Code section 227.3 do not apply to Sabbatical Leave.

After 5 years of RCEB service a 1 week (40 hours) sabbatical shall be granted.

After 10 years of RCEB service a ~~2~~ 1 week (80 40 hours) sabbatical shall be granted.

After 15 years of RCEB service a ~~3~~ 2 week (120 80 hours) sabbatical shall be granted.

~~After 15 years of RCEB service a 2 week (80 hours) sabbatical shall be granted.~~

After 20 years of RCEB service a 4 week (160 hours) sabbatical shall be granted.

After 25 years of RCEB service a 6 week (240 hours) sabbatical shall be granted.

After 30 years of RCEB service a ~~6~~ 6 week (240 ~~280~~ 240 hours) sabbatical shall be granted.

After 35 years of RCEB service a 8 week (320 hours) sabbatical shall be granted.

After 35 years of RCEB service a ~~6~~ 6 week (240 ~~280~~ 240 hours) sabbatical shall be granted.

After 40 years of RCEB service a 9 week (360 hours) sabbatical shall be granted.

After 40 years of RCEB service a ~~6~~ 6 week (240 ~~280~~ 240 hours) sabbatical shall be granted.

~~An employee may use one of their two weeks of Sabbatical Leave available at 15 years of service at 10 years of service. If so, then the employee may use only one week of Sabbatical Leave at 15 years of service.~~

Sabbatical leave may ~~may~~ must be used in one-week increments.

Employees shall submit written requests for sabbatical leaves at least four (4) weeks prior to the requested beginning date of their sabbatical. The employer shall promptly acknowledge receipt of each sabbatical request. The employer shall respond in writing within two (2) weeks of the request being made. Employees may submit a sabbatical request with less than four (4) weeks' notice, but sabbatical leave approval may be denied by the Supervisor based on staffing requirements and/or to ensure minimum coverage for units.

Approval of such will not supersede the vacation schedule of another employee. The Employer may rescind sabbatical leave requests on the basis of staffing requirements no less than two weeks prior to the beginning of the approved sabbatical. Employer shall not rescind an approved sabbatical if documentation can be provided as proof of non-refundable payment for travel and/or lodging.

~~The employer will notify eligible staff at the start date of sabbatical eligibility.~~

~~The employer will notify eligible staff at the start date of sabbatical eligibility.~~

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 8. HOLIDAYS

A. Full-time regular and full-time probationary employees shall receive their usual rate of pay for the following twelve (12~~534~~) regular holidays:

- | | |
|--------------------------------|---------------------------|
| New Year’s Day | Cesar Chavez Day |
| Martin Luther King Jr. Day | Veterans Day |
| Presidents Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |
| <u>New Year’s Eve</u> | <u>Juneteenth</u> |
| <u>New Year’s Eve</u> | |
| <u>Indigenous People’s Day</u> | |

Part-time regular and part-time probationary employees shall receive a pro-rated number of holidays.

~~Holidays will amount to up to 9 hours; based on current approved schedule, and shall be prorated for part-time employees. Employees utilizing the 4/10 schedule must use accrued vacation or PBL to make up the extra hour.~~

Holidays will amount to up to 9 hours; based on current approved schedule, and shall be prorated for part-time employees. Employees utilizing the 4/10 schedule must use accrued sick, vacation or PBL to make up the extra hour.

SECTION 24. HOURS OF WORK AND OVERTIME

4. Alternative – Compressed Work Week (4/10)

The 4/10 work plan allows eligible full-time employees the option of choosing to have one full day off per week by working their time in four days instead of five. This will be prorated for eligible part-time employees. During each week (Monday through Friday) an employee selecting this schedule shall work four (4) ten (10) hour days. Each of these work days shall include an unpaid one (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest break of fifteen (15) minutes each; provided that lunch breaks and rest breaks may not be combined. An employee selecting the 4/10 work plan must select start-quit times that conform to this contract’s defined start and end times.

No more than 50% of those on a 4/10 schedule in any single supervisor’s unit can be scheduled off on any given Monday or Friday.

~~Holidays will amount up to 9 hours; based on current approved schedule and shall be prorated for part-time employees. Employees utilizing the 4/10 schedule must use accrued vacation or PBL to make up the extra hour.~~

Holidays will amount up to 9 hours; based on current approved schedule and shall be prorated for part-time employees. Employees utilizing the 4/10 schedule must use accrued sick, vacation or PBL to make up the extra hour.

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 10. SICK LEAVE

I. Each regular full-time and regular part-time employee, who works at least twenty (20) hours per week, shall be allowed to utilize ~~forty (40)~~ **forty-eight (48)** ~~sixty (60)~~ **fifty-six (56) hours** ~~eighty (80) hours~~ of their accrued sick leave annually to attend to personal business. Personal business leave may be used for periods of time of no less than one hour. Except in cases of emergency, the employee shall notify the Employer at least three (3) working days in advance.

Jeffery Dix

Caylin Patterson

[Signature]

Lynn Nguyen

Appendix I.

Business Use of Personal Cell Phone: The employer will provide a reimbursement of ~~seventy-five dollars (\$75.00)~~ ~~twenty-five~~ \$25.00 per month for each employee who works in the field, who and uses their personal cell phone for business purposes.

Jeffery Dix

Caylin Patterson



Lyna Nguyen

SECTION 13. PROFESSIONAL CONFERENCE LEAVE AND PROFESSIONAL DEVELOPMENT

...

- J. ~~The Employer will provide \$10,000 \$20,000 \$10,000 dollars per calendar year for work/career related educational, continuing education, or professional development scholarships, up to half available to subsidize intern supervision. This amount will increase to \$20,000 after the DDS Tuition Reimbursement program ends in 2025. All \$20,000 will be available for disbursement regardless of category. \$10,000 will not be reserved for only intern supervision or education/career if there are not enough approved from either category.~~

SECTION 37. JOINT LABOR MANAGEMENT COMMITTEE

...

The Joint Committee will develop a process whereby RCEB scholarship monies will be disbursed to employees in the amount of \$8000 ~~\$20,000 \$10,000~~ per year for RCEB work/career related to educational scholarships, up to half available to subsidize intern supervision. **This amount will increase to \$20,000 after the DDS Tuition Reimbursement program ends in 2025. All \$20,000 All scholarship monies will be available for disbursement regardless of category. \$10,000 will not be reserved for only intern supervision or education/career if there are not enough approved from either category.**

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 24. HOURS OF WORK AND OVERTIME

B. Work Schedule

1. Except for emergencies, work schedules shall not be changed without notice to employees at least ten (10) working days prior to the date the change is to be effective.

2. The normal work schedule for all employees of RCEB shall consist of five (5) eight (8) hour days with start times ~~6~~7:00 a.m. no later than 10:00 a.m., quit times ~~8~~7:00 p.m. or earlier, Monday through Friday, with an unpaid (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest period of fifteen minutes each; provided that lunch breaks and rest breaks may not be combined. Nothing herein shall preclude the employee from adjusting their start and quit times, with the supervisor's approval, within a given workweek when necessary to permit the employee to perform required work without incurring overtime.

3. Alternative - Nine Day (9/80) Work Schedule

The nine-day work plan allows eligible full-time employees the option of choosing to have one day off per biweekly period by working their time in nine days instead of ten. During each biweekly period an employee selecting this schedule shall work eight (8) nine (9) hour days and one (1) eight (8) hour day. Each of these work days shall include an unpaid one (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest break of fifteen (15) minutes each; provided that lunch breaks and rest breaks may not be combined. An employee selecting the nine (9) day work plan must select start-quit times that conform to the following guidelines:

Start Times:

~~6~~7:00 a.m. no later than 10:00 a.m.

Quit Times:

~~8~~7:00 p.m. or earlier.

Nothing herein shall preclude the employee from adjusting their start and quit times, with the supervisor's approval, within a given workweek when necessary to permit the employee to perform required work without incurring overtime.

4. Alternative – Compressed Work Week (4/10)

The 4/10 work plan allows eligible full-time employees the option of choosing to have one full day off per week by working their time in four days instead of five. This will be prorated for eligible part-time employees. During each week (Monday through Friday) an employee selecting this schedule shall work four (4) ten (10) hour days. Each of these work days shall include an unpaid one (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest break of fifteen (15) minutes each; provided that lunch breaks and rest breaks may not be combined. An employee selecting the 4/10 work plan must select start-quit times that conform to this contract's defined start and end times.

No more than 50% of those on a 4/10 schedule in any single supervisor's unit can be scheduled off on any given Monday or Friday.

Holidays will amount up to 9 hours; based on current approved schedule and shall be prorated for part-time employees. Employees utilizing the 4/10 schedule must use accrued vacation or PBL to make up the extra hour.

5. Alternative – Variable - Time

The variable-time schedule plan allows eligible full-time employees the option to have different start and end times each individual day of the week, around the parameters of the work day. Each of these work days shall include one (1) hour or one-half (1/2) hour lunch period and a paid mid-morning and mid-afternoon rest break of fifteen (15) minutes each; provided that rest breaks may not be combined. This schedule can only be used with an 8 hour day/40 hours a week schedule. Changes to this schedule will only occur 3 times a year.

6. 40 Hour Workweek

All bargaining unit employees shall work a 40-hour workweek.

7. Professional Hours

a. This subsection becomes effective December 1, 1999. An amendment to work schedules was made effective January 2010.

b. While schedules must be selected in advance of the week's work, and approved by the immediate supervisor, employees will be able to select a schedule with the ~~6~~7:00 a.m. to ~~8~~7:00 p.m. time frame that best meets the employee's professional needs.

c. Schedules so selected shall be posted prior to the beginning of the week.

d. When an employee's professional work commitments result in a lengthy day of more than eight (8) hours, the employee may, with supervisor approval, seek to reduce the hours of a subsequent day in the same week.

e. If an employee is required by a supervisor, or required by immediate and urgent circumstances, to work more than eight (8) hours per day on one or more of the days in the early part of the week, the employee shall not be sent home, absent agreement by the employee, just because the Friday's work will cause the employee to exceed 40 hours that week. Rather, the employee will be allowed to complete the day's regularly scheduled hours and be paid overtime for hours worked in excess of 40 for that week. Employees will not be allowed to set schedules in advance that will exceed 40 hours of work per week.

f. All provisions of this Professional Hours provision are subject to change where the need for unit/department/agency coverage requires an employee to be present at a particular time.

g. Employees agree to schedule their hours so that they will be in the office for Unit Staff Meetings, Department Staff Meetings, All-staff Meetings, training, in-service presentations, and the like.

h. While THE EMPLOYER will attempt to provide the Professional Hours benefit to as many employees as possible, certain classifications that are singular in nature, like the Receptionist and File/Mail Clerk, or for which there are no suitable backups for coverage, like some Secretary, Administrative Secretary, or Clerk positions, may be required to have more predictable hours in order for proper coverage.

Jeffery Dix

Caylin Patterson



Lynn Nguyen

Proposal #1

Proposed Change: SECTION 2. NO DISCRIMINATION

- A. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, creed or religion, national origin including language use restrictions, sex, gender, gender identity or expression, age, sexual orientation, **reproductive health decision-making**, marital status, physical or mental disability, medical condition or HIV/AIDS status, political affiliation, military or veteran status, genetic characteristics, or ancestry.

Jeffery Dix

10/19/2023

Caylin Patterson

10/19/2023



10/19/2023

Lynn Nguyen

10/19/2023

Proposal #3

SECTION 4. UNION BUSINESS

Proposal: Move Subsection E. (below) to Section 5 and create new subsection C.

(As in contract) SECTION 4. UNION BUSINESS

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

Jeffery Dix

10/19/2023

Caylin Patterson

10/19/2023

[Signature]

10/19/2023

Lynn Nguyen

10/19/2023

Proposal #4

SECTION 11. LEAVES OF ABSENCE

Proposed Change: SECTION 11. LEAVES OF ABSENCE

A. DEFINITION

A leave of absence shall be defined as authorized unpaid absence from work ~~following exhaustion of the employee's accrued vacation leave. In the case of medical leave of absence, the employee must exhaust all sick leave and vacation leave.~~ A leave of absence must be authorized by the Human Resources Department. ~~In granting leaves of absence hereunder, the Employer shall comply with all requirements of the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA).~~ **In granting leaves of absence, the Employer shall comply with all requirements of all applicable state and federal laws.** The Employer shall present the employee requesting a leave of absence with a written statement of the employee's rights and obligations under this Agreement and law, including any deadlines or other dates of importance related to the leave. Upon request of the employee, the Employer will meet with the employee to review the statement.

Jeffery Dix

10/19/2023

Caylin Patterson

10/19/2023



10/19/2023

Lynn Nguyen

10/19/2023

Proposal #5

Proposed Change: SECTION 11. LEAVES OF ABSENCE

B. ELIGIBILITY

~~Only regular full-time and regular part-time employees may be granted a leave of absence.~~ Except as otherwise required by applicable law, only regular full-time and regular part-time employees may be granted a leave of absence.

Jeffery Dix

10/19/2023

Caylin Patterson

10/19/2023



10/19/2023

Lynn Nguyen

10/19/2023

Proposal #6

Proposed Changes: SECTION 11. LEAVES OF ABSENCE

C. WRITTEN REQUEST FOR LEAVE

Except for emergencies, **and except as otherwise provided below**, a leave of absence must be requested in writing four (4) weeks prior to the requested commencement date of such leave. Such written request shall state the reason for the leave and the expected date of the employee's return to work. The employee shall address such request for a leave of absence to their supervisor.

Jeffery Dix

10/19/2023

Caylin Patterson

10/19/2023

[Signature]

10/19/2023

Lynn Nguyen

10/19/2023

Proposal #8

Proposed Change: SECTION 11. LEAVES OF ABSENCE

I. CONTINUATION OF BENEFITS

Except as otherwise provided in this Agreement, an employee on unpaid leave of absence shall not continue to accrue employee benefits during such leave once they have exhausted their accrued benefits, except that, for employees on medical leave, the Employer shall continue to pay its share of the premium cost of the employee's and their eligible family members medical and dental insurance as per paragraph "E" above.



10/19/2023



10/19/2023



10/19/2023



10/19/2023

Proposal #9

Proposed Change: SECTION 11. LEAVES OF ABSENCE

c. the serious health condition of the employee's child, parent, spouse, or registered domestic partner; parent-in-law, grandparent, grandchild, sibling, or other designated person (designated person is limited to 1 for every 12 months). Designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship.

Jeffery Dix

10/19/2023

Caylin Patterson

10/19/2023

[Signature]

10/19/2023

Lynn Nguyen

10/19/2023

Proposal #10

Proposed Change: SECTION 13. PROFESSIONAL CONFERENCE LEAVE AND PROFESSIONAL DEVELOPMENT

A. Full-time employees may utilize a maximum of ~~four (4) work days~~ (32 hours) with pay each calendar year to attend conferences, seminars, distance learning (which can include such methods as online courses, videoconferencing, seminars, webinars, and book courses), and workshops which are job related, provided:

1. The employee notifies the Employer in writing in advance specifying the conference, seminar, distance learning or workshop they wish to attend learning courses can either be completed on-~~off-site~~, at the office, or can be done ~~as an intermittent work at home day~~ with supervisor approval.

Jeffery Dix

10/27/2023

Caylin Patterson

10/27/2023

[Signature]

10/30/2023

Lynn Nguyen

10/27/2023

Proposal #11

Proposed Change: SECTION 13. PROFESSIONAL CONFERENCE LEAVE AND PROFESSIONAL DEVELOPMENT (REMOVE)

~~13.J. The Employer will provide \$10,000 dollars per calendar year for work/career related educational, continuing education, or professional development scholarships, up to half available to subsidize intern supervision.~~

Jeffery Dix

10/27/2023

Caylin Patterson

10/27/2023

[Signature]

10/30/2023

Lynn Nguyen

10/27/2023

Proposal #14

SECTION 27. PERSONNEL RECORDS

Note: California law now requires that employees be given a copy of their file upon request.


Proposal: "Revise 27.A to reflect law

Proposed Change: SECTION 27. PERSONNEL RECORDS

A. An official employee personnel record containing records, reports, and other material relating to employment and performance of each employee shall be maintained by the Employer in one (1) file. **Upon request, in writing, by the employee, a copy of the personnel file shall be made available.** ~~and shall be open at reasonable work times to the inspection of the employee in the presence of the Employer's personnel representative.~~

Jeffery Dix
11/6/2023

Caylin Patterson
11/6/2023


11/6/2023

Lynn Nguyen
11/6/2023

Proposal #14

SECTION 27. PERSONNEL RECORDS

Note: California law now requires that employees be given a copy of their file upon request.

Proposal: "Revise 27.A to reflect law

Proposed Change: SECTION 27. PERSONNEL RECORDS

A. An official employee personnel record containing records, reports, and other material relating to employment and performance of each employee shall be maintained by the Employer in one (1) file. **Upon request, in writing, by the employee, a copy of the personnel file shall be made available.** ~~and shall be open at reasonable work times to the inspection of the employee in the presence of the Employer's personnel representative.~~

Jeffery Dix

11/6/2023

Caylin Patterson

11/6/2023

[Signature]

11/6/2023

Lynn Nguyen

11/6/2023

SECTION 26. WAGES AND CLASSIFICATIONS

G. Effective 2/1/2002 the Employer shall create a Case Manager II classification. This classification shall have an entry 4% above Case Manager Step I. The step progression shall be in 5% increments with the same time limits as the current scale. Employees who have spent 24 months at Step 7 of the Case Manager I scale shall move to Step 7 of the "II" scale.

Employees in the Case Manager I range who have Master's Degrees in the following fields will be placed in the 'II' range:

Counseling	Education
Social Work	Social Service
Psychology	Human Development

Exceptions may be presented to Human Resources, who will then consult with the Union. After consultation, the Management of the Agency shall make a decision on whether or not the degree is included. This decision shall be final and is not subject to the grievance procedure.

H. ~~A discussion of Tier II for all classifications will be conducted between the Bargaining Unit and management during Bargaining for the next full contract.~~

A discussion of Tier II for all classifications will be conducted between the Bargaining Unit and management during Bargaining for the next full contract.

~~**Effective 12/1/2023, the Employer shall create a second tier for all other classifications that were not included in the previous provision to receive a 4% increase above the tier I of that classification, with the same 5% step progression and time limits as the current scale. Employees who have spent 24 months at the final step of the salary scale of tier I shall move to the last step of the tier II salary scale.**~~

~~**Employees in any position that requires a high school education or less with a Bachelor's Degree will be placed in the II range.**~~

~~**Employees in the Complex Needs Case Manager I range who have Master's Degrees in the following fields will be placed in the II range:**~~

Counseling	Education
Social Work	Social Service
Psychology	Human Development

~~**Employees in the IDEA Specialist I range who have Master's Degrees in the following fields will be placed in the II range:**~~

Counseling	Education
Social Work	Social Service
Psychology	Human Development

Employees in the Physician I range who have the following will be placed in the II range:

Board Certification by a specialty board of the American Board of Medical Specialties in Developmental and Behavioral Pediatrics, Neurodevelopmental Disabilities, Child Psychiatry, Child Neurology, Neurology, or Psychiatry

Fellowship in Developmental and Behavioral Pediatrics, Neurodevelopmental Disabilities, Child Psychiatry, Child Neurology, Neurology, or Psychiatry or

Directly related work experience, that may be combined with regional center physician experience, that would be considered on a case by case basis (e.g. a board certified pediatrician with experience working in a developmental clinic or diagnostic center might be considered for physician II after less than the usual amount of regional center work experience). It is recommended that a RCEB physician be consulted on the applicability of work experience to regional center physician work.

Employees in the Behaviorist I range who have the following will be placed in the II range:

Ph.D./Psy.D in Behavior Analysis, Psychology, or related field

Employees in the Psychologist I range who have the following will be placed in the II range:

Other doctorate degree in related field or

Expertise in Forensic Psychology based on the APA Specialty Guidelines for Forensic Psychology, Neuropsychology, Clinical Psychology, Behavioral and Cognitive Psychology, Child and Adolescent Psychology, or School Psychology

Employees in the High Risk Infant Specialist I range who have the following will be placed in the II range:

Ph.D/Psy.D in Child Development, Psychology, Speech Pathology, Occupational Therapy, Nursing or related field

Employees in the Nurse Specialist I range who have the following will be placed in the II range:

Master's Degree in nursing or a related field

Employees in the Autism Spectrum Coordinator I, Deaf and Hard of Hearing Specialist I, Diversity and Equity Specialist I, Early Intake and Assessment Specialist I, Emergency Coordination Specialist I, Employment Specialist I, Forensic Services Specialist I, HCBS Specialist I, Living Options Specialist I, Medicaid Waiver Specialist I, Quality Assurance Specialist I, Self-Determination/Participant Choice Specialist I, Senior Resource Specialist I, Special Incident Coordinator I, Family Transitions Coordinator I, and Intake Coordinator I who have the following will be placed in the II range:

Master's Degree in a related field

~~The current Admin Secretary II position will be changed to Admin Secretary Specialist to allow for access to tier II for Admin Secretary I and Admin Secretary Specialist I based on 24 months at the last step or having a bachelor's degree.~~

~~Exceptions may be presented to Human Resources, who will then consult with the Union. After consultation, the Management of the Agency shall make a decision on whether or not the degree or experience is included. This decision shall be final and is not subject to the grievance procedure.~~

Any licensed staff that provide licensure clinical supervision to RCEB staff will be placed in tier II.

Any licensed staff that provide licensure clinical supervision to RCEB staff will receive a one-hundred five dollars (\$105) stipend per pay period where supervision was provided.

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 9. VACATIONS

F. Vacation leave may be accumulated up to ~~280~~ **360** ~~320~~ hours. Employees who accumulate ~~280~~ **360** ~~320~~ hours of vacation leave shall cease accruing vacation leave.

G. Upon one (1) weeks written notice, submitted to payroll prior to a vacation of at least two (2) weeks duration, the Employer will pay all wages normally payable on paydays falling with the vacation period.

H. An employee with accrued but unused vacation may choose to cash out one accrued but unused vacation day (eight hours) for each week of vacation that the employee will accrue during that calendar year. At 15 years of service, 6 days per six months. This cash out option must be requested in writing and may be exercised ~~two~~ **four** times per calendar year **on the first pay period on the following months:**

- ~~January~~ **March**
- ~~April~~ **June**
- ~~July~~ **September**
- ~~October~~ **December**

~~once during the first six months of the calendar year, and once during the second six months of the calendar year.~~ **each calendar quarter.**

At no time, shall the total dollar amount for vacation accrual buy-out exceed \$85,000 per six-month period, (July through December and January through June). If less than 100% of the requests can be approved due to the dollar amount cap, the requests will be approved in the order received. The Employer will review the aggregate dollar amount of the written requests and will approve the requests only if there are sufficient funds in the current year budget to cover this expense. The annual dollar amount for vacation buyout will be mutually discussed and negotiated during wage reopeners. The Employer acknowledges and confirms that they will not unilaterally suspend vacation buy-out.

~~I. Human Resources will inform an employee when they have accrued 340 hours and that the maximum accrual is 360 hours.~~

J. When an employee reaches the vacation leave cap, 40 hours will be cashed out to the employee automatically. This cashout will not count against the voluntary quarterly cash outs.

I. A list of the vacation cash out dates for March, June, September, and December will be added to the ADP home page.

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 28. EVALUATION, DISCIPLINE AND TERMINATION

H. Written discipline for report percentages for case managers shall only be for percent of performance beneath state mandated caseload ratios, regardless of number of cases assigned.

E: Regular full-time and regular part-time employees covered by this Agreement shall not be terminated or disciplined except for just cause. Prior to termination, suspension or demotion, the employee's immediate supervisor will provide counseling and a written evaluation of performance, including a statement of action required to remove the deficiency. The employee will be given a reasonable period of time to improve performance, unless the employee's conduct constitutes or creates the clear possibility of a hazard to clients, to himself or to fellow employees, is clearly detrimental to clients, or involves dishonesty or gross misconduct.

H. Performance expectations vary by department and will be available in writing and shared by the unit director upon development of expectations, upon request by employee, and upon hire. ~~Performance expectations will be available to view on the intranet.~~ Performance expectations will be developed in collaboration with the Union ~~leaders and affected members.~~ Performance expectations will be updated annually, ~~and or as if~~ if needed. Final approval on performance expectations will be given by the Department Director. ~~Performance expectations will not exceed state mandated caseload ratios.~~

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 26. WAGES AND CLASSIFICATIONS

F. Those employees covered by this Agreement who are in a position designated by the Employer to be "bilingual" will receive a bilingual differential of ~~eighty five dollars (\$85)~~ **one hundred fifty (\$150)** ~~One hundred five dollars (\$105)~~ **one hundred twenty (\$120), per pay period, pay period** in addition to their normal rate of pay.

Those employees covered by this Agreement who are in a position designated by the Employer to be "trilingual" will receive a trilingual differential of ~~one hundred twenty five dollars (\$125)~~ **two hundred (\$200)** ~~one hundred fifty dollars (\$150)~~ **one hundred sixty-five dollars (\$165), per pay period, pay period**, in addition to their normal rate of pay.

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 24. HOURS OF WORK AND OVERTIME

E. CORE DAYS

1. ~~Agency wide core days for alternative schedules are set for Tuesdays and Thursdays. Days off on these schedules can only be Mondays, Wednesdays, or Fridays. Employees who wish to take an agency wide core day off for alternative schedules must get pre approval from their supervisor, depending on unit and agency meetings and events.~~
2. ~~The Executive Team shall have the option of varying core days according to operational needs.~~

Section 24.9. HOURS OF WORK AND OVERTIME

f. Standing, recurring meetings, **mandatory meetings**, trainings, and time sensitive work processes that fall on a Tuesday, Wednesday or Thursday maintain priority and must be attended. Flex or Work at Home day might need to change, to accommodate these meetings.

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 36. LICENSING

A. The Employer shall ~~allow bargaining unit employees to participate in~~ ~~permit~~ clinical supervision, ~~as available, to bargaining unit employees~~ to obtain a LCSW/MFT/LPCC/Psychologist license, and BCBA certificate, including interns, trainees, and pre-BCBA certified staff in a graduate school program focused on licensure.

B. Such activities will occur during normal business hours, on paid time, according to a schedule ~~provided to the immediate supervisor prior to the start of supervision, and approved by the employee's Immediate Employment Supervisor~~ and not to exceed two (2) hours per week.

C. The Employer will pay for professional licensing, certification or registration fees (prorated for part-timers) for those employees who are required to be licensed or certified for employment with RCEB. Employees shall reimburse RCEB for one half (1/2) of the professional licensing or certification fees paid by the Employer if the Employee leaves the agency to pursue other employment within their new hire probationary period.

D. ~~If clinical supervision is available (on-site or off-site),~~ No ~~regular~~ employee who is a pre-licensed Intern, pre-BCBA certified, or Trainee in graduate school focused on licensure, will be denied ~~on-site~~ clinical supervision unless there are recorded performance deficiencies. ~~or if the employee is on their first three (3) months of probationary status.~~

E. The Employer shall allow Bargaining Unit and non-represented staff members who are qualified per state licensing laws and regulations to ~~perform~~ **provide**, at the staff member's sole discretion, clinical supervision so long as the staff member has no recorded current performance deficiencies. Staff members ~~performing~~ **providing** clinical supervision shall:

1. Not exceed two (2) hours per week paid time, during normal business hours, to ~~Perform~~ **provide** clinical supervision.
2. Not charge for **clinical** supervision services.
3. Receive written approval from their department's Associate Director or Director prior to commencing clinical supervision.
4. Continue to maintain their regular work load to agency standards. In the event that the clinical supervisor cannot maintain their workload to agency standard they shall not continue performing clinical supervision. They shall notify supervisees two weeks in advance of ending clinical supervision and terminate provision of clinical supervision until such time as they are able to manage workload and performance of clinical supervision.
5. In the event that all other office spaces are reserved for the Employer's business and the office space or room reserved for clinical supervision is needed for a meeting then the agency meeting shall supersede clinical supervision and it shall

be the responsibility of the clinical supervisor to notify supervisees and reschedule supervision to an alternate location or time.

6. Both the Employer and the Union understand and agree that, per state licensing law, it is the responsibility of the clinical supervisor to determine the qualifications, training, and expertise of the supervisees under their supervision and it is the sole discretion of the supervisor to determine whom they are qualified or able to supervise.

F. The Employer shall allow one non-staff clinical supervisor on-site per office and permit the use of space in a location suitable to maintain confidentiality of clinical discussions and the clinical supervisor/supervisee relationship. Each office's supervisees shall have the right to choose a clinical supervisor based on their needs, schedule, and licensing requirements. The Employer shall not be responsible to pay, reimburse, or otherwise compensate any outside clinical supervisor for their services. All costs, fees or payment for supervision shall be the sole responsibility of the supervisees.

G. It shall be the sole responsibility of the supervisees to ensure that their clinical supervisor meets and maintains all qualifications set forth in the appropriate State of California Licensing Law.

H. The supervisees shall provide a copy of the following documentation, to the director of Human Resources, at least two weeks in advance of commencing supervision, and/or annually thereafter (for continued supervision) for any non-staff clinical supervisor:

1. Copy of the clinical supervisor's professional license;
2. Copy of the clinical supervisor's original licensure date, to verify they meet the minimum licensing time requirements set forth by the appropriate licensing boards to provide clinical supervision;
3. Copy of the clinical supervisor's professional liability insurance, which shall include RCEB as an additionally insured party;
4. Memorandum of Agreement that they are a volunteer for RCEB and there is no payment/salary or fees for services paid by the Employer and any cost for supervision is to be paid by the interns as allowed in licensing laws (sample attached as Appendix G); and
5. Verification of completion of the required Continuing Education Units (if applicable).

I. In the event that additional clinical supervisors are necessary to meet the needs, and comply with legal limits on supervisees, of interns/supervisees/Pre-BCBA candidates or Psychological Assistants in the bargaining unit, bargaining unit members will notify

Human Resources, either directly or through a union steward, of the additional need and it shall be at the sole discretion of the Employer to determine if an additional clinical supervisor shall be permitted on site.

J. The employer is not responsible for any mileage incurred by a supervisee or clinical supervisor in the event that clinical supervision is performed outside the employee's primary office location.

K. The employer will create and maintain a clinical supervisee email group on outlook. Any employee that wishes to join this group may notify IT to be added.

Jeffery Dix

Caylin Patterson



Lynn Nguyen

Proposal #7

Proposed Changes: SECTION 11. LEAVES OF ABSENCE

E. MEDICAL LEAVE

A regular full-time or regular part-time employee may be granted a leave of absence due to his or her medical disability. Such leave may be granted only upon presentation of a licensed health care provider's certificate, explaining why the leave is needed and estimating how long the disability will continue. The duration of such leave shall be determined by the period of disability, but shall not exceed six (6) months except as otherwise required by law (such as the Americans with Disabilities Act, as amended). Upon return from Medical Leave, the employee shall be placed into a comparable position. Medical verification may be required to determine the employee's fitness to return to work and continue the duties requisite to employment. All leaves of absence granted pursuant to this paragraph "E," **except leaves for disability on account of pregnancy, childbirth, or related medical conditions (see subsection K.),** shall run concurrently with leaves of absence permitted under FMLA and CFRA, except that employees taking medical leave due to pregnancy, childbirth or recovery there from shall be permitted upon request to take up to the maximum leave permitted under CFRA or FMLA.

Jeffery Dix

10/19/2023

Caylin Patterson

10/19/2023

[Signature]

10/19/2023

Lynn Nguyen

10/19/2023

Proposal #2

Proposed Change: SECTION 3. UNION SECURITY, DUES CHECKOFF AND NOTIFICATION

A. Each employee, covered by this Agreement, shall within thirty-one (31) calendar days of such date, as a condition of continued employment:

2. commence and continue to tender to the Union a ~~service fee~~ **agency fee** equal to the periodic dues uniformly required as a condition of membership in the Union; or

3. make a regular monetary contribution to United Way, Combined Health Agencies Drive, or the Red Cross. This option is available only to employees who demonstrate a sincere religious or moral conviction against supporting a union. ~~The validity of the conviction will be determined by the Union.~~ **The validity of the conviction will be determined by the Employer and the Union by mutual agreement.**

D. The Employer shall deduct the amount of Union dues, initiation fees and ~~service fees~~ **agency fees** specified in writing by the Union, from the wages of all employees covered by this Agreement who have voluntarily provided the Employer with a written assignment authorizing such deduction. The Employer will promptly remit to the Union the monies deducted pursuant to such assignments with a list of the names of the employees for whom deductions were made.

Jeffery Dix

10/19/2023

Caylin Patterson

10/19/2023

[Signature]

10/19/2023

Lynn Nguyen

10/19/2023

Proposal #12

SECTION 15. BEREAVEMENT LEAVE

Note: California law now requires that employers grant up to 5 days of bereavement leave for the death of a spouse, child, parent, sibling, grandparent, grandchild, or parent-in-law.

Proposal: Revise to reflect law and define length of time off.

Proposed Change: SECTION 15. BEREAVEMENT LEAVE

In the event of a death of a member of a regular or probationary employee's household or their spouse, domestic partner, mother, father, son, daughter, sister, brother, step-parent, step-child, grandparent, grandchild, daughter-in-law, son-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and two (2) non-relative/extended family member per calendar year, said employee, upon written request, will be granted up to three (3) days' time off with pay (pro-rated for part-time employees). In addition, such an employee shall be granted **an additional 2 days' time off (pro-rated for part-time employees) without pay.** ~~up to seven (7) days' time off (pro-rated for part-time employees), without pay,~~

If the funeral takes place outside of California, or if the employee's presence is necessary for matters of estate, **an additional 2 5 days' time off without pay may shall be granted,** upon written request....



12/11/2023



12/10/2023



12/11/2023



12/11/2023

SECTION 26. WAGES AND CLASSIFICATIONS

B. PAY PLAN

Former employees of the Employer may, at the sole discretion of the Employer, **may, at the sole discretion of the Employer, will** be rehired at their former salary step- **and vacation accrual. at the minimum.**

Years of experience at another regional center will be counted towards an employee's salary step. and vacation accrual.

These two conditions will be cumulative.

Employees who were rehired or hired with another regional center experience prior to this policy will be made whole.

Employees who were hired with another regional center experience, prior to this policy, will have their previous years counted toward a higher step, where applicable, on the next payroll cycle following ratification of this contract. They will not receive back pay.

Jeffery Dix

Caylin Patterson



Lynn Nguyen

SECTION 11. LEAVES OF ABSENCE

M. ~~CASE MANAGER CASE ASSIGNMENT~~ **COVERAGE**

When **an employee** a Case Manager goes on a leave of absence, or other **planned time off** exceeding 30 calendar days **the direct manager will be responsible for assigning coverage on tasks related to client or business needs** ~~to regular full or part-time employees..~~ If the direct manager needs to assign coverage tasks to other employees that assignment will first go to staff whose role is coverage, such as floating positions and temporary positions. If those positions are not available for coverage, then overtime ~~will~~ **may be offered in accordance to Section 24.C. Overtime**, to other employees for planned coverage tasks. ~~any of the assigned cases to the Case Manager that requires significant work, which includes, but is not limited to IPPs, Quarterly Reviews, Annual Reviews, IFSPs, and POSs will be eligible for Overtime.~~ **If new assignments or tasks are given while an employee is on a leave of absence, or other planned time off exceeding 30 calendar days, the unit direct manager will be responsible for assigning coverage and maintaining a list of new assignments and tasks to review upon the employee's return to work. In no event will Case Managers receive new cases during their leave of absence of 2 weeks or more or vacation of 2 weeks or more.**

Jeffery Dix

10/27/2023

Caylin Patterson

11/2/2023



11/1/2023

Lynn Nguyen

10/27/2023

SECTION 26. WAGES AND CLASSIFICATIONS

B. Pay Plan

Step I. The first step is the minimum rate and may be the hiring rate for the classification, with the possible exception of former employees of the Employer as specified below.

Step II. The second step shall be paid after completion of six (6) months of satisfactory service at Step I.

Step III. The third step shall be paid after the completion of twelve (12) months of satisfactory service at Step II.

Step IV. The fourth step shall be paid after completion of twelve (12) months of satisfactory service at Step III.

Step V. The fifth step shall be paid after completion of twelve (12) months of satisfactory service at Step IV.

Step VI. The sixth step shall be paid after completion of twenty-four (24) months of satisfactory service at Step V.

Step VII. The seventh step shall be paid after completion of twenty-four (24) months of satisfactory service at Step VI.

Step VIII. The eighth step shall be paid after completion of twenty-four (24) months of satisfactory service at Step VII.

Jeffery Dix

Caylin Patterson

[Signature]

Lynn Nguyen