

AGREEMENT
Between
COMMUNICATIONS WORKERS OF AMERICA
And
VALLEY OAK CHILDREN’S SERVICES

The articles and provisions made and entered into this day, constitute a bilateral and binding Agreement (hereinafter referred to as “Agreement”) by and between the Board of Directors of Valley Oak Children’s Services (hereinafter referred to as “Agency “, “Board”, the “Employer”, or as “VOCS”) and Communications Workers of America (hereinafter referred to as “Union”).

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PREAMBLE

The Employer and the Union have a common and sympathetic interest in the welfare of our community. Both parties recognize the benefits to be realized from harmonious relations between them and the advantages of peaceful adjustment of any differences. Furthermore, both parties recognize Valley Oak Children's Services and its employees have a shared commitment to providing the best service to its clients and the community. To accomplish this end, the Employer and the Union enter into this Agreement, pledging their good faith to cooperate to accomplish fair and peaceful adjustment of disputes which may arise without interruption of the Employer's services.

ARTICLE I **RECOGNITION**

1.0 The Employer agrees to recognize the Union as the exclusive collective bargaining representative, with respect to rates of pay, hours of work, and other conditions of employment, for those employees in the unit certified by the National Labor Relations Board in Case No. 20-RC-17592 (Appendix 1). The Union agrees that it will represent fairly and diligently all employees for whom it is the collective bargaining representative.

1.1 The Board agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations. The Union agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, or with persons not officially designated by the Board as its representative.

1.2 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board policies, and practices and over state law to the extent permitted by state law.

ARTICLE II **MANAGEMENT RIGHTS**

2.0 It is understood and agreed that the employer retains all of its powers and duties to direct, manage, control to the full extent of the law as limited only by the specific and express terms of this agreement. Such powers and authority are exclusive to the employer and include but are not limited to, the following: the right to determine its organizations; direct its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided; determine the method and means of providing those times and levels and services; ensure the rights of clients; determine staffing levels and staffing patterns; build, move facilities, establish budget procedures and to determine budgetary allocation; determine the methods of raising revenue; hire, classify, determine job description and duties, assign, reassign, transfer, evaluate, promote, lay-off, terminate and discipline employees and to determine the effects and impact of any action implementing these rights.

ARTICLE III
UNION RIGHTS & ACTIVITIES

3.0 Information - The Union shall be provided with information which is necessary for it to represent its members, as provided by law, and shall be provided with materials and data that are available to the public.

3.1 Board Policies - The Board shall provide the Union with one (1) book of Board Policies and one (1) book of Administrative Regulations. During the term of this Agreement, the Board shall provide copies to the Union of any changes, additions, alterations, or deletions to each document.

3.2 Board Minutes - The Board shall furnish the Union with one (1) copy of all official Board minutes and one (1) copy of each Board agenda packet, excluding all confidential information or materials as defined by applicable law.

3.3 Employee List - The Employer shall provide the Union with the names, home addresses and telephone numbers of bargaining unit members at intervals not to exceed once per fiscal year upon request of the Union. Newly hired bargaining unit employees' names, home addresses and telephone numbers shall be furnished upon hire to the Union during the life of this Agreement.

3.4 Union Material & E-Mail - The Union may distribute organizational literature on the Employer's property, provided there is no interference with the employees while they are performing their duties, and use the Employer's computer system to e-mail union information while on non-work time.

3.5 Bulletin Boards - The Employer shall provide a suitable location for a Union Bulletin board to be placed in all its Business Office locations. Space provided will be no larger than two foot by three foot. Communications placed will be dated and bear Union identification as the distributor.

3.6 Negotiations Release Time - A maximum of three (3) authorized unit members of the Union Bargaining Committee shall be released from their regular work duties, if negotiation meetings with management are scheduled during working hours of the unit members involved.

3.7 Distribution of Agreement - After the execution of this Agreement, the Employer shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit and shall thereafter provide a copy of this Agreement to each employee hired to a regular position covered by this Agreement within 15 days of the date of hire.

3.8 Union Activities - It is mutually agreed that neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee in his/her right to join or assist, or refrain from joining or assisting, any labor organization. VOCS shall not interfere with, restrain, coerce intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

3.8.1 The Union shall notify VOCS, in writing, of the names of employees who are its Stewards or representatives authorized to present and process grievances or resolve problems, subject to the approval of the Union.

3.8.2 Representatives of the Union shall not interfere with the work of employees in the course of carrying out their duties on behalf of the Union.

3.8.3 No employee, who is an authorized representative of the Union or a grievant attending the hearing of his/her grievance, shall suffer any loss of pay while engaged in grievance handling.

3.8.4 Upon request, the Agency will excuse a Union representative from Agency duties to perform Union activities, provided the Agency situation permits and arrangements in advance have been made with the supervisor. The Union will reimburse the Union representative for any lost wages and the Agency will consider such time away from the Agency as time worked for the purposes of accrual and health benefits.

3.8.5 No employee shall be subject to discipline for refusing to cross a lawful picket line that has been authorized or recognized by the Union.

3.9 New Employee Orientation – The Agency will conduct an orientation session for new employees. The Agency will permit Union Steward(s) to distribute material supplied by the Union.

3.10 At orientation sessions, new employees shall be advised that Union representatives would like to talk with them. The Union Steward(s) will be given fifteen (15) minutes, with no deduction in pay, at the end of the orientation session to introduce herself/himself and talk with the new employee. The Union shall be provided reasonable prior notice, normally one week or more, of the date, time and location of the orientation session.

ARTICLE IV **NON-DISCRIMINATION**

4.0 It is the policy of the Employer and the Union not to discriminate against any unit employee in violation of Federal and/or State law because of race, religion, sex, color, age, marital status, national origin, sexual orientation, disability or handicap, activities on behalf of the Union, or refusal to join or engage in activities on behalf of the Union.

4.1 Any reference to either male or female gender in this Agreement refers to both sexes and is not a limitation on the rights or privileges of members of either sex.

ARTICLE V **CATEGORIES OF EMPLOYEES**

5.0 All regular full-time and regular part-time employees, including probationary employees, within the classifications set forth in the Wage Appendix herein shall be fully

covered by and be subject to all of the terms and conditions of this Agreement, as otherwise expressly provided in this Article or in other provisions of this Agreement.

5.1 Full-time Employee – A regular full-time employee is one who is regularly scheduled to work thirty-seven-and-one-half (37.5) hours per payroll week.

5.2 Part-time Employee – A regular part-time employee is one who is regularly scheduled to work less than thirty-seven-and-one-half (37.5) hours per payroll week.

5.3 Probationary Employee – A regular full-time or regular part-time employee who has not successfully completed a probationary period of employment.

5.4 Temporary Employee – An employee not intended to become regular.

5.5 Employee Classifications – See Appendix A. Should any new classification be established which involves work within the scope of the bargaining unit and which is non-supervisory in nature, it shall be considered in the bargaining unit. The Union and the Employer shall meet to negotiate an appropriate rate of pay for the new classification. The Employer shall furnish the Union information regarding the work to be performed prior to the above negotiation meeting.

ARTICLE VI **DISCIPLINE**

6.0 The Employer may discipline any employee for just cause. The Employer shall give a written notice of the disciplinary action imposed upon the employee and, within 5 calendar days, to the Union. Such notice will include a statement of the reason for the action.

6.1 The employee shall have the right to respond, within ten (10) calendar days, orally or in writing, or both, at the employee's option, to their supervisor or the Program Manager concerning the action taken. The employee's response, if in writing, will be attached to the disciplinary notice if the disciplinary notice is placed in the employee's personnel file.

6.2 Except for serious offences, the Employer shall recognize and abide by the practice of progressive discipline including the use of verbal warning(s), written warning(s), and/or suspension(s) prior to discharge, depending on the seriousness of the offense and the circumstances.

ARTICLE VII **GRIEVANCE PROCEDURE**

7.0 The Union and VOCS agree that problem resolution should be accomplished at the lowest level possible. To aid in problem resolution both parties will participate in a Labor/Management Committee, comprised of two representatives from the Union, and two representatives from management. Problems arising from new procedures, work place issues, and other concerns employee rights will be referred to a Labor/Management Committee, consisting of two Union representatives and two Management representatives, for resolution by both parties, if possible, before the grievance procedure is initiated.

7.1 All complaints, questions, disputes or grievances as to the interpretation, application or performance of the terms of this Agreement, including disputes as to whether a matter is a proper subject of the grievance procedure and other disputes as to arbitrability, shall be settled in the following manner.

7.2 All grievances involving suspension or discharge shall proceed directly to Step 3 of the grievance procedure by the Union's submitting a written grievance and a request for a Step 3 meeting to the Executive Director within fifteen (15) calendar days of the suspension or discharge.

7.3 Step One – Informal – As the initial step, the employee or, when the matter does not involve an individual employee or employee(s), the union steward shall first attempt to discuss and resolve the matter with the immediate supervisor, Program Manager or Executive Director.

7.4 Step Two – Should no settlement be reached between the parties as a result of the informal process in Section 7.3, the employee or steward may initiate a formal written grievance within twenty (20) calendar days after the date of the action complained of, or of the date the employee or the Union became aware of the incident giving rise to the grievance. The written grievance shall be presented to the grievant's immediate supervisor or Program Manager. A meeting shall be held between the Union representative and the immediate supervisor or Program Manager within ten (10) calendar days of the receipt of the grievance, or as soon thereafter as a meeting can be scheduled. The Employer shall reply in writing to the Union within ten (10) calendar days of the Step 2 meeting, setting forth the Employer's position.

7.5 Step Three – If the matter is not resolved under Section 7.4, the Union may request a Step 3 meeting between the Executive Director and the Union representatives. Such request shall be made in writing within twenty (20) calendar days of the Union's receipt of the Employer's reply to the Step 2 meeting. The Step 3 meeting shall be held within ten (10) calendar days of the Employer's receipt of the Union's request for a Step 3 meeting, or as soon thereafter as the meeting can be scheduled. The Employer shall reply in writing to the Union within ten (10) calendar days after the Step 3 meeting, setting forth the Employer's position concerning the grievance.

7.6 Mediation of the grievance may be requested by the Union or the Employer within ten (10) calendar days of completion of Step Three. If either party objects to mediation or the Union requests arbitration, the grievance shall move directly to arbitration as described in this Article. If mediation is mutually agreeable, the parties shall select a mutually agreeable mediator to mediate the grievance. If no mediator is agreed upon, the grievance moves directly to arbitration as described in this Article. The costs of mediation shall be borne equally between the Union and the Employer.

7.7 If no satisfactory settlement is reached under Section 7.5 or 7.6, within 30 calendar days of the receipt of the written decision of the Executive Director or within 30 calendar days of mediation, whichever occurs later, the Union may request in writing that the matter be referred to arbitration. The Union and the Employer shall attempt to select an impartial third party to serve as arbitrator. In the event the parties cannot agree on the selection of an arbitrator, they shall request a panel of seven (7) names from the American Arbitration

Association. After receipt of said panel, the parties shall select the arbitrator by alternately striking names from the panel.

7.8 The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, alter, disregard, or amend the terms of this Agreement, or to rule on any question except the one submitted for decision. The expense of the arbitrator and incidental expenses mutually agreed upon shall be borne equally by the parties. The Employer and the Union shall each bear the expense of its own representatives.

7.9 The time limits set forth in this Article may be extended by mutual agreement. Absent such agreement, a party's failure to observe the time limits set forth in this Article shall result in the grievance being settled in favor of the other party unless the failure to respond is reasonably justified.

ARTICLE VIII **HOURS, OVERTIME, CALL-IN, MAKE-UP, & ALTERNATE SCHEDULES**

8.0 All "over-hours" (hours worked beyond those scheduled for the employee's normal workday) and overtime must be preauthorized by the employee's immediate supervisor. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day, following the date on which the over-hours or overtime was worked.

8.1 As necessary, employees may be required to work in excess of normal working hours (more than 7.5 hours per day, 37.5 hours per week) or overtime (more than 8 hours per day, or 40 hours per week). For purposes of determining which hours constitute over-hours or overtime, only actual hours worked in a given workday or workweek will be counted.

8.2 The Agency will attempt to distribute over-hours and overtime evenly among the employees who have the appropriate skills for the tasks requiring over-hours or overtime, and will attempt to accommodate individual schedules.

8.3 The Agency provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- a. All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends 24 hours later. A workweek begins each Saturday at 12:01 a.m.
- b. Compensation for hours in excess of 40 for the workweek, or in excess of 8 and not more than 12 for the workday, and for the first 8 hours on the 7th consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay.
- c. Compensation for hours in excess of 12 in one workday and in excess of 8 on the 7th consecutive workday in a workweek shall be paid at double the regular rate of pay.

8.4 All over-hours and overtime work must be previously authorized by a supervisor. If an employee works over-hours or overtime, without prior approval to work over-hours or overtime, the employee may be subject to disciplinary procedures.

8.5 Call-In – When an employee is required to report to work on a day other than his/her normally scheduled work day, the employee will receive Call-In pay for a minimum of two hours at the applicable rate of pay.

8.5.1 If an employee reports to work and is unable to work because there is no work, or other circumstances under the control of the Agency prevent the employee from working, the employee will receive Reporting-to-Work pay for half of the regularly scheduled work day, with a minimum of two hours and a maximum of four hours pay. Work availability will be determined by the supervisor.

8.5.2 The Agency will not pay employees for reporting under the following circumstances:

- a. The interruption of work because of the failure of any or all public utilities.
- b. The interruption of work because of an act of God or other cause not within the Agency's power to control.

8.6 Make-Up Time – Based upon program needs, the Agency allows the use of make-up time when employees need time off to tend to personal obligations. Make-up time worked will not be paid at an overtime rate.

8.6.1 Employees may take time off and then make up the time later in the same payroll period, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

8.6.2 Make-up time requests must be submitted in writing (and signed by the employee) to the employee's supervisor, on the form provided by the Agency. Requests will be considered for approval based on the legitimate business needs of the program and the Agency at the time the request is submitted. A separate written request is required for each occasion that the employee requests make-up time.

8.6.3 Requests must normally be made at least 24 hours in advance of the desired time off. Make-up time requests must be approved in writing before employees take the requested time off or work make-up time, whichever is first.

8.6.4 All make-up time must be worked in the same payroll period as the time taken off. Make up time is encouraged to be worked within the timeframe of 8:00 a.m. through 5:00 p.m. on any given business day.

8.6.5 If employees take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, the employee's supervisor may arrange with the employee another day to make up the time if possible, based on scheduling needs. If the

employee works make-up time in advance of the time planned to take off, the employee must take that time off, even if no longer needed.

8.6.6 An employee's use of make-up time is completely voluntary. The Agency does not encourage, discourage or solicit the use of make-up time.

8.6.7 Employees may only use make-up time once during each pay period.

8.7 Alternate Schedules – Upon the request of an employee/supervisor, alternate work hour programs may be established, after consultation with the Executive Director (or designee) and the Union.

8.7.1 The Executive Director shall issue to all departments the listing of the types of alternate schedules available with examples of instances in which alternate schedules may apply. Employees requesting an alternate schedule shall be informed of the Executive Director's decision within fourteen (14) calendar days.

8.7.2 Should the Agency elect to eliminate/add an alternate schedule, it will notify the Union and provide an opportunity for the Union to meet and confer upon the impact of the eliminated/added schedule.

ARTICLE IX **HOLIDAYS & PAID TIME OFF**

9.0 Holidays –Eligibility for holiday pay begins upon date of hire.

To be eligible for holiday pay, employees must be regularly scheduled to work on the day on which the holiday is observed and must work their regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved by their supervisor.

9.1 The following paid holidays will be observed:

Holidays observed will be Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents Day, and Memorial Day.

Annually the Agency will designate other dates as paid holidays, as dictated and allowed by funding source requirements. This designation shall be decided in the sole and absolute discretion of Valley Oak.

9.2 Regular full-time employees will be paid 7.5 hours pay for each holiday or the amount of their regularly scheduled workday, if they do not work a 5-day workweek, but work full-time.

9.3 Regular part-time employees will receive the amount of their regularly scheduled workday, as determined by which day the holiday occurs. Regular part-time employees, who do not work a 5-day workweek, will not receive pay for holidays which do not fall on their regularly scheduled workday.

9.4 Substitutes staff and temporary staff will not be paid for Agency-paid holidays, unless otherwise stated in the contracted agreements.

9.5 Paid Time Off –Employees are entitled to Paid Time Off (PTO) based upon their years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence or termination of employment. Part-time employees accrue PTO on a

pro rata basis. Substitute and temporary staff do not accrue or earn PTO unless otherwise stated in their contracted agreements.

9.6 PTO can accrue to a maximum number of hours *as* indicated in section 9.12. Once this maximum is reached, no further PTO will be earned until some PTO is used. When some PTO is used, PTO compensation will begin to accrue again. There is no retroactive grant of PTO compensation for the period of time the accrued PTO was at the cap.

9.7 Once PTO has accrued, PTO can be taken whenever work schedules permit and as authorized by the employee's supervisor or Program Manager.

9.8 Employees who have accrued unused PTO may use it for paid sick leave, paid vacation leave or any other type of paid time off. Employees will need to schedule time off with their supervisors.

9.9 As a guideline, employees are encouraged to retain a minimum PTO accrual equal to the equivalent of the total number of hours the employee would normally work over a period of 3 working days.

9.10 An employee whose employment terminates will be paid for accrued, unused PTO.

9.11 Employees on unpaid leave do not accrue PTO.

9.12 **Effective July 1, 2007**, regular full-time employees accrue PTO on the following basis:

0 - 2 years of service: 25 days per year (24 base days plus 1 extra day. Base PTO is accrued at a rate of 1 day per pay period. Base PTO is earned and awarded at the end of each pay period based on scheduled hours. Unpaid time will affect PTO earnings on a pro-rata basis.

Beginning at 3rd year of service 28 days per year (24 base days plus 4 extra days. The extra PTO days earned as a result of longevity will be allotted to each eligible employee on their anniversary date and again each year on July 1st.

Beginning at the 5th year of service:...32days (24 base days plus 8 extra days.

9.13 Regular part-time employees accrue PTO benefits on a pro rata basis. Extra days of PTO will be based upon an average of 1/5th the employees current work week, not prior years work week.

9.14 There will be no advance of PTO.

9.15 Employees will be allowed the following options to carry over and/or cash out unused PTO: Employees may carry over to the next fiscal year up to two weeks of accrued PTO; all remaining PTO will be cashed out.

9.16 Employees are given a paid birthday, added to PTO earnings on the day of their birthday. Hours given are a full work day. Part time employees will receive pro rata hours compared to full time equivalents (time given will be equal to one-fifth of a part-time employees work week). Employees may take their birthday on or after their actual birthday, as they choose, and simply mark PTO hours on their timesheet to utilize.

Birthday hours are excluded from the 225 maximum hours of accrual.

Birthday hours do not increase PTO carry over or cash out limits at June 30th.

ARTICLE X **LEAVES OF ABSENCE**

10.0 Bereavement Leave -Within a fiscal year, Employees may take up to five (5) days total of bereavement leave in the event of the death of one of those listed below:

- current spouse, current domestic partner (as defined by the insurance carrier guidelines), or
- daughter, step-daughter, daughter-in-law, or
- son, step-son, son-in-law, or
- mother, step-mother, mother-in-law, or
- father, step-father, father-in-law, or
- legal guardian, or
- aunt or uncle of employee (NO step or in-law)
- sister, step-sister, sister-in-law, or
- brother, step-brother, brother-in-law, or
- grandmother, great grandmother, grandmother-in-law, or
- grandfather, great grandfather, grandfather-in-law, or
- granddaughter, granddaughter-in-law, or
- grandson, grandson-in-law.

10.1 Employees may take up to five scheduled workdays off (within thirty (30) calendar days from the date of the relative's death) with pay, with the approval of their supervisor. The employee will not be compensated for unused Bereavement Leave days.

10.2 Should additional time be requested, the supervisor may approve or deny use of PTO for additional time off, after considering the needs of the program and the needs of the employee. If no accrued PTO exists, the supervisor may approve or deny additional unpaid time off, including the use of non-medical leave of absence if needed.

10.3 The Agency requires that employee indicate relationship and date of death on timesheet and may require documentation of the death.

10.4 Jury Duty Or Witness Leave – The Company encourages employees to serve on jury selection or jury duty when called. Regular non-exempt employees who have completed their probationary periods will receive full pay (equaling their usual rate of pay per day) while serving up to 5 days of jury duty per fiscal year.

10.5 Employees must notify their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received, and must provide the supervisor with a copy of the summons. Employees must provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty employees will be expected to return to work for the remainder of their work schedule. Any mileage allowance, fee, etc., paid by the court for jury service is to be retained by the employee.

10.6 Time Off For Voting – In the event that employees do not have sufficient time outside of working hours to vote, they may be allowed a maximum of two hours on the election day, without loss of pay, to enable them to vote.

10.7 Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours.

10.8 When possible, employees shall give their supervisor at least four calendar days notice that time off to vote is needed.

10.9 Volunteer Firefighters – In compliance with Cal. Labor Code Section 230.3, no employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter. Should an employee be participating as a volunteer firefighter, the employee must notify their supervisor so that he or she may be aware of the fact that the employee may have to take time off for emergency duty.

10.10 School Activities – Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to the following provisions:

- a. Parents, guardians or grandparents having custody of one or more children in kindergarten or grades 1 to 12 may take time off for a school activity.
- b. The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year.
- c. Employees must provide as much advance notice as possible to their supervisor for approval
- d. If both parents are employed by VOCS, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his/her supervisor.
- e. Employees must use PTO (paid time off) leave in order to receive compensation for this time off. At the employee's request, the Make Up Time policy may be exercised.
- f. Employees who do not have PTO (paid time off) available will take the time off without pay.
- g. Employees must provide their supervisor with documentation from the school that indicates that the employee participated in a school activity on the day of the absence for that purpose.

10.11 Medical Leave of Absence – A medical leave of absence may be granted for non-work-related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) for up to six (6) months with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible. (See Section 10.15, a – c below for details.)

10.12 A medical leave begins on the first day that a doctor certifies that the employee is unable to work and ends when a doctor certifies that the employee is able to return to work or after a total of six (6) months of leave, whichever occurs first. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

10.13 Employees on unpaid leave or on an unpaid portion of leave will not accrue and/or be entitled Paid Time Off (PTO) accrual, holiday, birthday, bereavement, civil leave, newly earned "extra" PTO, time accumulation toward next salary step, or any other Valley Oak benefits.

10.14 The Agency will pay employee insurance as per the Agency's current employee insurance policy for the designated leave time, not to exceed one year.

10.15 The Agency will continue to pay the premiums for health insurance for employees on medical leaves of absence, as follows:

a. Under 1 year of continuous employment with the Agency:

Up to a maximum of 6 weeks. If employees remain on medical leave of absence beyond the Agency-paid 6-week period, they may self-pay premiums under the provisions of COBRA.

b. Completion of 1st year through completion of 3rd year of continuous employment with the Agency:

Up to a maximum of 3 months. If employees remain on medical leave of absence beyond the Agency-paid 3-month period, they may self-pay premiums under the provisions of COBRA.

c. Beginning of 4th year of continuous employment with the Agency throughout continued employment with the Agency:

Up to a maximum of 6 months. If employees remain on medical leave of absence beyond the Agency-paid 6-month period, they may self-pay premiums under the provisions of COBRA.

10.16 Employees returning from a non-work-related medical leave will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, return to work will depend on job openings existing at the time of the scheduled return.

10.17 Pregnancy-Related Disability Leave – Pregnancy, childbirth or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave. (See Appendix B – Benefits.)

10.18 Non-Medical Leaves of Absence –A non-medical leave of absence may be granted at the discretion of the Agency upon recommendation of the Program Manager or immediate supervisor and approval of the Executive Director, based upon the needs of the program, and upon the needs of the employee, and in compliance with law.

10.19 Full Credit of Employment Status -- Upon return from any leave of absence, employees will be credited with the full employment status, which existed prior to the start of the leave.

10.20 Personal Leave -- Requests for personal leave should be limited to unusual circumstances requiring absence from the workplace. For personal leaves of absence without pay, an employee may make a request, in advance of the personal leave of absence, to utilize accrued PTO.

10.21 Employees on unpaid leave or on an unpaid portion of leave will not accrue and/or be entitled Paid Time Off (PTO) accrual, holiday, birthday, bereavement, civil leave, newly earned “extra” PTO, time accumulation toward next salary step, or any other Valley Oak benefits.

10.22 The Agency will pay employee insurance as per the Agency’s current employee insurance policy for the approved leave time, not to exceed six months. (See Section 10.20 a-c above for details.)

10.23 Employees who have additional coverage not paid by the Agency are required to pay any portions owed by the employee in advance of the leave or the employee may drop the additional coverage during the leave.

10.24 Military Leave – Employees who wish to serve in the military and take military leave for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and the time required for examination to determine your fitness for such duty, may be authorized to take a military leave, if legal requirements are met.

ARTICLE XI **EMPLOYEE EVALUATIONS**

11.0 Employees will receive periodic performance reviews. The review will be conducted by the Program Manager or immediate supervisor, who will discuss the evaluation with the employee. Employees will receive an informal review after 1 to 2 months and a formal performance evaluation at 3 months and 6 months of employment with the Agency. Subsequent performance evaluations will be conducted annually thereafter. Performance evaluations may be conducted more frequently depending upon changes in job duties or recurring performance problems.

ARTICLE XII **COMPENSATION**

12.0 Salary Ranges – The entrance salary and appropriate salary increases for all grades of employees in the aforementioned representation unit are set forth in Appendix “A” Wages and Memorandum of Understanding No. 2, which are attached hereto and made a part hereof. The rates of pay set forth in Appendix “A” Wages and Memorandum of Understanding No. 2, represent for each classification the standard rate of pay for full-time employment, unless the schedule specifically indicates otherwise. The rates of pay set forth in Appendix “A” Wages and Memorandum of Understanding No. 2, do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to Agency employment.

12.1 Salary Upon Appointment – Except as herein otherwise provided, the entrance salary for a new employee entering the classified position shall be minimum salary for the grade to which that employee is appointed. When circumstances warrant, the Executive Director may approve an entrance salary, which is more than the minimum salary for the class to which that employee is appointed.

12.2 Starting Rates – If the Agency hires an employee at a rate of pay higher than the Start Rate, it shall raise the existing wage rate of all incumbents in that title to match the rate of pay for the newly hired employee effective with the date of hire. The Start Rate of all classification will be increased to reflect annual increase.

12.3 Salary Equivalents – Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when such a conversion is appropriate. In determining equivalent amounts on different time basis, the Agency shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use converting monthly salaries to hourly rates, as well as for calculating hourly rates.

12.4 Salary Step After Military Leave – All employees who have been granted military leave shall, upon their return to the Agency service, be entitled to the automatic salary advances, within the range of their classification for the period they were in the military service.

12.5 Salary on Transfer – An employee may be transferred from a grade in one program, or to a position of the same grade in another program, or to a comparable grade, with the approval of both the employee and program manager. In the case of a comparable grade the employee must be qualified, as determined by the Human Resource Manager.

12.5 Salary on Reinstatement – If a former employee is reinstated in the same position held or to one carrying a similar salary range, the salary shall not be higher than the salary at the time of employee's separation unless there has been an increase within the salary range.

12.7 Acting Pay – Any employee who is assigned in writing to work in a higher paid grade level and who performs a majority of the duties of that higher position, shall receive the rate of pay at a step in the range of the higher grade level, which would have been received if the employee had been promoted into that grade level. Such written authorization must be made by the Executive Director and must be made prior to the effective date of the acting assignment. Compensation for acting pay will be based on each full shift worked.

12.8 Special Assignment Pay – The Executive Director may approve additional compensation for individuals assigned for the duration of special assignment to additional duties, responsibilities or hours.

12.9 Salary Adjustment – The Agency recognizes that there may be a need for special salary adjustments for selected grade levels, as a result of recruitment problems, reestablishment of grade levels, and/or organizational changes during the year. The Agency, in its sole discretion, may make such adjustments, but agrees to discuss such changes with the Union.

ARTICLE XIII **TRAINING**

13.0 During an employee's probationary period, the supervisor will explain job responsibilities and the performance standards expected of the employee.

13.1 Upon agreement with the Union, the Agency may change job responsibilities within the same job classification. The Agency reserves the right, at any time, with or without notice, to reassign or transfer job positions in order to accommodate special needs of the employee or the Agency. The Agency reserves the right, with a 72-hour notice, to change a job location to meet the needs of the Agency.

13.2 Pay for Mandatory Meetings/Training – It is understood that, upon accepting a position with the Agency, the employee is willing to attend such meetings as required by job descriptions and/or as the supervisor determines necessary, as program funding permits.

13.3 Job-related required meetings with other agencies and groups are a requirement of some job descriptions within the Agency, and therefore it may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of the Agency or the individual employees. Attendance at such activities may be required by the Agency or requested by individual employees. However, attendance will not be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless prior written approval has been issued by the employee's supervisor or Program Manager.

13.4 Due to potential funding constraints, in order to obtain approval, an employee wishing to attend an activity must submit a written request to his/her supervisor detailing all relevant information, including date, hours, location, cost, expenses, and nature, purpose and justification for attendance.

13.5 The Agency will pay employees for their attendance at meetings, lectures and training programs using the following guidelines:

- a. Attendance is approved/mandatory.
- b. The meeting, course or lecture is directly related to the employee's job.
- c. The employee who is required to attend such meetings, lectures or training programs will be notified of the necessity for such attendance by his/her supervisor with as much advance notice as possible, but not less than 72 hours notice will be provided.
- d. No employee while on overnight travel shall suffer a loss of wages while attending such programs, nor would an employee be entitled to overtime while attending such programs.

13.6 When the meeting/training is pre-arranged, the supervisor may change the employee's work schedule for the timeframe of the meeting/training, in order to accommodate the employee's ability to attend.

13.7 This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While the Agency appreciates employees' efforts to improve their job skills and promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation, unless prior written approval is obtained as discussed above.

ARTICLE XIV
TRANSFERS

14.0 Voluntary Transfer -- An employee may apply for a transfer to a position in the same or comparable grade level in accordance with the Agency job descriptions and guidelines. Such request must be submitted in writing to the Human Resource Manager. The names of such employees, together with other eligible applicants, will be forwarded to the program head to fill existing vacancies. Seniority will be taken into account when filling vacancies.

ARTICLE XV
ORGANIZATIONAL SECURITY

15.0 Membership in the Union shall be the personal choice of each employee in the bargaining unit. (The payment or tendering of dues does not constitute membership.)

a. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members beginning thirty (30) calendar days after the effective date of this Agreement.

b. Any employee who enters the bargaining unit after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members beginning thirty (30) calendar days after entering the bargaining unit.

c. For purposes of this section, "employee" shall mean any person entering into the bargaining unit as defined by the NLRB certification or subsequently modified bargaining unit as mutually agreed upon by the Union and Employer.

d. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit.

e. The Employer may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

15.1 The Employer shall discharge an employee who is obligated under Section 15.0 above to tender periodic dues within thirty (30) calendar days after receipt of written notification by registered or certified mail from the Union that said employee has failed to tender such dues. The Union shall submit to the Agency along with the written notification, a copy of the final warning to the employee for whom it seeks termination.

15.2 When authorized to do so by the employee, on a form mutually agreed to by the Union and the Employer, the Employer shall make payroll deductions of Union dues/fees in an amount as certified to the Employer by the Secretary -Treasurer of the Local of the Union, and shall remit to the Secretary-Treasurer of the Local of the Union the amount so deducted each month.

15.3 The Employer agrees to promptly remit every month such monies to the Union together with an alphabetical list of unit members, including social security number, gross bi-weekly or monthly pay, , and the amount of dues/fees deducted. The Employer shall also indicate any changes in personnel from the list previously furnished.

15.4 Any changes in the amount of dues will be certified to the Employer by the Secretary-Treasurer of the Local of the Union. A certification which changes the dues shall become effective no later than thirty (30) calendar days following the date the Employer receives such certification.

15.5 The Union agrees to indemnify, and hold the Employer, its' agents, employees or representatives harmless from any and all claims or legal actions arising from or as a result of the implementation of this Article. The Union shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

15.6 The Agency shall furnish the Union on a monthly basis a report containing the following employee information: A list of employees for who Union dues deductions have been made showing name of employee, socail security number, base wages and the amount of Union dues deducted.

ARTICLE XVI **BENEFITS**

16.0 Employee benefits are contained in Appendix B - Benefits

ARTICLE XVII **LAYOFFS & REINSTATEMENT**

17.0 The Agency may initiate a layoff for a regular held position(s) due to administrative reorganization, lack of work or appropriation (loss of or reduction of contract or grant) by advising the Union of the number of positions, classifications, departments involved and the effective layoff date. The agency shall establish a seniority list and shall consider employee status, and length of service in determining which employee or employees are to be laid off and shall, in writing, inform the affected employees.

17.1 Seniority List Score Computation – One point seniority credit shall be given for each calendar month of regular help employment, or any portion thereof excluding leaves of absence. Regular employees working part-time schedules will be given fractional point credit for each month of service on a pro rata basis. Should there be a tie in the seniority computation, employees who have received outstanding evaluations will receive ½ (.5) a point of seniority credit for each outstanding evaluation. Such credits will be added to the calculation within 30 days of the evaluation.

17.2 Order of Separation in Reduction-in-Force – Employees in the same class within a program in which layoffs are necessary shall be separated during a reduction-in-force in the following appointment type sequence:

- a. Extra help and emergency

- b. Provisional and probationary
- c. Regular

Separation of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having the least seniority credit being the first separated.

17.3 Layoff Notice – The Executive Director or designee shall send a written notice to the last known address of each employee affected by a layoff at least thirty (30) calendar days prior to the effective date of the action, except for employees who are impacted by "bumping," in which case notice shall be sent fourteen (14) calendar days prior to the effective date of the action. The notice shall include the:

- a. reason for layoff
- b. classes to which the employee may demote within the department, if any
- c. effective date of the action
- d. seniority score of the employee

17.4 Demotion in Lieu of Layoff – In lieu of being laid off, a regular employee may elect demotion to:

- a. any position held by an employee with a lower seniority score in a classification with substantially the same or lower maximum salary in which the employee is qualified; or
- b. any vacant position in a classification of lesser responsibility if qualified.

To be considered for demotion in lieu of layoff, an employee must notify their supervisor in writing of this election no later than five (5) calendar days after receiving the notice of layoff.

17.5 Layoff Reinstatement – Layoff lists are kept for one (1) year. Regular employees laid off who are reinstated to a regular position within twelve (12) months from the effective date of layoff, shall be reinstated with full seniority rights. An employee reinstated to the same classification or lower classification in the same classification in which permanent status was held at the time of layoff shall not be required to serve a new probationary period. An employee reinstated in a classification with a lower pay range than that held by the employee at the time of layoff, pursuant to the provisions of these rules, shall remain on the valid reinstatement list. Should an employee on a layoff list be employed by the Agency in a classification with a higher pay range than that held at the time of layoff, the employee's name shall automatically be removed from the layoff reinstatement list.

17.6 Resignation Reinstatement – A permanent full-time employee who has resigned in good standing may, with the recommendation of their supervisor or Program Manager and approval of the Executive Director, be reinstated with full seniority rights to a vacant position of the same class, or reinstated to a comparable or lower class for which the employees is qualified, within a period of six (6) months from the effective date of their resignation.

ARTICLE XVIII
WORKPLACE CHILD CARE

18.0 The Agency may permit regular employees who have worked with the Agency one year or longer, and who work a minimum of 37.5 hours per week, to care for a child under 7 months of age at work, following the guidelines below:

18.1 One child only may be cared for at the Agency by his/her parents. Considerations includes the safety of the child in the work environment and parent/other staffs' ability to work productively the majority of the day.

18.2 The employee who wishes to have his/her child in the workplace must submit a written proposal to the supervisor, Program Manager or Executive Director and gain approval, ideally 2 months ahead of when the child will begin coming to the office (for an infant) or 2 months before the employee's leave of absence (if s/he is taking one) for an infant, whichever is earlier.

18.3 The long-term written proposal from the employee needs to address the following considerations:

- a. Will the child be in the workplace full or part time?
- b. Starting and ending dates the child will be in the workplace.
- c. Age of the child while in the workplace.
- d. Work space arrangements, where crib and other child paraphernalia will be located.
- e. Will the workspace suit the requirements of the job description and others' needs?
- f. Will the child be in the workplace during meetings and, if so, what are the logistics of the child's care?
- g. How will childcare be handled when the employee needs to work outside of the office (i.e., home visits, mobile, special meetings, fundraisers, outreach, etc.)?
- h. What are the employee's plans for childproofing the workspace?
- i. What areas of the office will be accessible to the child? What areas of the office will be off limits?
- j. How will childcare needs be met during the employee's interaction with clients and other members of the public?
- k. Is it in the best interest of the child? Will the arrangements meet "best practices" requirements for childcare?

18.4 The employee will be required to carry a workload equitable to that of same or similar positions and job performance must remain at an adequate level as determined by the Program Manager.

18.5 To ensure an efficient workplace while having a child in the office:

- a. The parent should limit his/her "baby visit" interaction with other staff until break or meal break, so as not to interfere with each other's work performance.
- b. The parent will provide primary care for the child. The child will not stay in a work area other than the parent's or the staffs' break room. Employees cannot take the child without the parent's permission.

- c. The parent agrees to take the child home if the child begins to disturb co-workers. The employee will be required to utilize Personal Time Off (PTO) for this time away from the workplace.
- d. The parent must do everything possible to avoid the child's presence negatively impacting the productivity of the Agency.

18.6 The health and safety of the child are strictly the responsibility of the parent. The Agency will bear no responsibility for insuring that the child is safe and secure at all times. The employee will be required to sign a hold harmless agreement releasing the Agency from all liability due to injury of the child or illness of the child while in the workplace.

18.7 Employees may request extensions to be granted by the Executive Director in her sole and absolute discretion.

18.8 Childcare for children between the ages of seven months to six years is not permitted in the workplace. In the case of childcare problems, the employee would normally be required to utilize leave with the following exception:

- a. Normally less than ½ hour duration (or longer if in the case of an emergency) while the child waits for transportation to another location.

18.9 Children older than six years are permitted in the workplace only under the following circumstances:

- a. On an emergency basis only, when the employee has been notified within the past 24 hours that childcare is not available for that workday.
- b. The employee must provide primary care for the child, and maintain a normal workload. The child's presence cannot have an adverse impact on other employees.
- c. The child must be capable of staying in an independent and unsupervised mode.

ARTICLE XIX **SAVINGS & SEPARABILITY**

19.0 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. The Employer and Union agree to meet as soon as possible to negotiate the impact of the loss of the invalidated, unenforceable or unlawful provision.

ARTICLE XX **PEACEFUL PERFORMANCE**

20.0 The parties to this memorandum agree that there shall be no job actions or lockouts during its term. Job action is defined as any strike, sit-down, stay-in, sick-out, refusal to work overtime or slowdown. In the event of any job action by any represented employee(s), the Union shall, in writing, advise the employee(s) to cease their action(s) and resume normal work. The Union shall give a copy of its notice to the Employer. Employee(s) who violate

this provision may be subject to disciplinary action up to and including termination of employment, consistent with the disciplinary provisions of this Agreement.

ARTICLE XXI
DURATION

21.0 Term of Agreement:

This Agreement shall remain in full force and effect from the date of ratification by the bargaining unit to and including June 30, 2011. If the Union and the Agency have not executed a successor to this Agreement by its expiration date on June 30, 2011, this Agreement shall remain in full force and effect until a successor Agreement is negotiated.

21.1 Reopener Provisions:

The Union and the Agency may reopen an economic issue related to the salary schedule and two non-economic issues on an annual basis starting in June 2009 until a successor Agreement is negotiated.

Entered into this _____ day of _____, _____.

For the Union

For the Employer

Appendix A – Wages

Grade 1 Clerical Positions

Classifications Covered

Receptionist I

The range of entrance salaries for a Grade 1 Clerical Position is between \$9.90 and \$12.38 per hour. If the Agency designates an employee bilingual, a differential of \$0.35 shall be added to the employee's hourly rate of pay as of January 1, 2009.

Employees who have or receive a Bachelor's Degree shall be granted an educational wage credit of \$0.35 as of January 1, 2009.

INCREASE FOR EMPLOYEES Hired after June 30, 2005: Regular employees hired after June 30, 2005 shall receive a 2.5% increase effective January 1, 2009.

All regular employees will receive a 2.5% increase effective July 1st of each year.

Each year either party may request an economic reopener. The parties will notify the other party of its intent to reopen the negotiation of the economic compensation and benefit provision of this agreement 30 days prior to the end of the budget year (June 30th).

FIVE YEAR ANNIVERSARY INCREASE: In addition to the annual increase, employees who complete five (5) years of continuous service shall receive an additional 2.5% increase in the hourly rate of pay. The increase shall be effective on the employees' anniversary date and shall be available after every five (5) years of continuous service (for example, employees shall only be eligible for the increase after 5 years of continuous employment, then after 10 years of continuous employment, then after 15 years of continuous employment, etc.).

Upon achieving 10 years of full-time paid service credit, the employee would be eligible for an automatic increase of 5%.

Upon achieving 15 years of full-time paid service credit, the employee would be eligible for an automatic increase of 5%.

Upon achieving 20 years of full-time paid service credit, the employee would be eligible for an automatic increase of 5%.

Initial employee classification assignments:

- a. If the employee's classification is assigned to a class at the same salary the employee's salary shall not change.
- b. If the employee's classification is assigned to a class with a higher salary range, the employee shall be paid at either the minimum rate of the new range or at the nearest higher rate of the new range.
- c. If the employee's classification is assigned to a class with a lower salary range, the salary of the employee shall not be reduced

Grade 2 Counselors/Caseworkers

Classifications Covered

ECE Support Specialist
Receptionist II
Behavioral Support Specialist
Fiscal Clerk II
Food Program Eligibility Coordinator
Food Program Home Site Monitor
Food Program Nutrition Resource Coordinator

The range of entrance salaries for Grade 2 Counselors/Caseworkers is between \$11.74 and \$14.69 per hour. If the Agency designates an employee bilingual, a differential of \$0.35 shall be added to the employee's hourly rate of pay.

Employees who have or receive a Bachelor's Degree shall be granted an educational wage credit of \$0.35 as of January 1, 2009.

INCREASE FOR REGULAR EMPLOYEES Hired after June 30, 2005: Regular employees hired after June 30, 2005 shall receive a 2.5% increase effective January 1,

All regular employees will receive a 2.5% increase effective July 1st of each year.

Each year either party may request an economic reopener. The parties will notify the other party of its intent to reopen the negotiation of the economic compensation and benefit provision of this agreement 30 days prior to the end of the budget year (June 30th).

FIVE YEAR ANNIVERSARY INCREASE: In addition to the annual increase, employees who complete five (5) years of continuous service shall receive an additional 2.5% increase in the hourly rate of pay. The increase shall be effective on the employees' anniversary date and shall be available after every five (5) years of continuous service (for example, employees shall only be eligible for the increase after 5 years of continuous employment, then after 10 years of continuous employment, then after 15 years of continuous employment, etc.).

Upon achieving 10 years of full-time paid service credit, the employee would be eligible for an automatic increase of 5%.

Upon achieving 15 years of full-time paid service credit, the employee would be eligible for an automatic increase of 5%.

Upon achieving 20 years of full-time paid service credit, the employee would be eligible for an automatic increase of 5%.

Initial employee classification assignments:

- a. If the employee's classification is assigned to a class at the same salary the employee's salary shall not change.

- b. If the employee's classification is assigned to a class with a higher salary range, the employee shall be paid at either the minimum rate of the new range or at the nearest higher rate of the new range.
- c. If the employee's classification is assigned to a class with a lower salary range, the salary of the employee shall not be reduced

Grade 3 Leads

Classifications Covered

**ECE Provider Administrator and CEL Lead
Cares Administrator Support Specialist
Child Development Resource Specialist
Quality Assurance Lead**

The range of entrance salaries for Grade 3 Leads is between \$13.10 and \$16.37 per hour. If the Agency designates an employee bilingual, a differential of \$0.35 shall be added to the employee's hourly rate of pay as of January 1, 2009.

Employees who have or receive a Bachelor's Degree shall be granted an educational wage credit of \$0.35 as of January 1, 2009.

INCREASE FOR EMPLOYEES Hired after June 30, 2005: Regular employees hired after June 30, 2005 shall receive a 2.5% increase effective January 1, 2009.

All regular employees will receive a 2.5% increase effective July 1st of each year.

Each year either party may request an economic reopener. The parties will notify the other party of its intent to reopen the negotiation of the economic compensation and benefit provision of this agreement 30 days prior to the end of the budget year (June 30th).

FIVE YEAR ANNIVERSARY INCREASE: In addition to the annual increase, employees who complete five (5) years of continuous service shall receive an additional 2.5% increase in the hourly rate of pay. The increase shall be effective on the employees' anniversary date and shall be available after every five (5) years of continuous service (for example, employees shall only be eligible for the increase after 5 years of continuous employment, then after 10 years of continuous employment, then after 15 years of continuous employment, etc.).

Upon achieving 10 years of full-time paid service credit, the employee would be eligible for an automatic increase of 5%.

Upon achieving 15 years of full-time paid service credit, the employee would be eligible for an automatic increase of 5%.

Upon achieving 20 years of full-time paid service credit, the employee would be eligible for an automatic increase of 5%.

Part-time employees are eligible for step upgrades upon achieving an accrued total number of hours worked which are equivalent to the total number of hours worked in one year by a regular full-time employee.

Initial employee classification assignments:

- a. If the employee's classification is assigned to a class at the same salary the employee's salary shall not change.
- b. If the employee's classification is assigned to a class with a higher salary range, the employee shall be paid at either the minimum rate of the new range or at the nearest higher rate of the new range.
- c. If the employee's classification is assigned to a class with a lower salary range, the salary of the employee shall not be reduced

Appendix B - Benefits

Insurance Benefits

The following benefit information may change, based upon State or Federal mandates, current Agency funding, or cost variances occurring with each insurance contract renewal.

Medical Insurance: The Agency provides a comprehensive medical insurance plan for eligible employees and their dependents (“dependents” is defined as children, legal spouse or as the insurance carrier allows). Regular full-time employees who work 37.5 hours or more per week are eligible for medical insurance coverage. All regular full-time employees (working 37.5 hours per week) are required to apply for coverage, but may decline coverage in writing, if desired. There is no cash out if the employee waives coverage.

For employees working less than 37.5 hours per week at the time of the ratification of this Agreement there will be no reduction in medical benefits as a result of this agreement. Current coverage will continue unchanged unless current insurance carrier rates increase during the term of this agreement.

The Agency pays 100% of the health insurance premium costs for regular full-time employees. For the dependant coverage of regular full-time employees, the Agency pays 75% of the health insurance premium. Dental and Vision coverage for dependants corresponds to the related medical insurance. The Agency does not pay for premium costs for employees who work less than 30 hours per week.

The coverage applies to medical, dental, life insurance, and vision (as of July 1, 2001) plans. Long-term disability is provided by the employer. The employee is responsible for the difference owed above current Agency provided rates. The amount owed by the employee, if any, will be recovered by the Agency each pay period through payroll deductions. If current insurance carrier rates increase during the term of this agreement, or employees add additional dependent to insurance plans, employees will be responsible for the difference owed through payroll deductions.

Coverage becomes effective on the first of the month which immediately follows 30 calendar days of continuous employment from date of hire. Coverage includes: Health, Dental, Long Term Disability (LTD) and Accidental Death and Dismemberment (AD&D). Coverage terminates at midnight, the last working day of the month in which employment terminates.

California State Disability Insurance: Each employee contributes to the State of California to provide disability insurance pursuant to the California Unemployment Insurance Code. Mandatory contributions are made through payroll deductions. Disability insurance is payable to you, when you cannot work because of illness or injury not caused by employment at the Agency or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

State Unemployment Compensation: The Agency contributes each year to the California Unemployment Insurance Fund on behalf of its employees.

Social Security Insurance: The Agency pays a matching contribution to each employee's Social Security taxes. Social Security is an important part of every employee's retirement benefit, which pays social security to employees based upon conditions of the governing agency (the Social Security Administration).

Workers' Compensation: At no cost to you, you are insured by the Agency's workers' compensation insurance policy, while employed by the Agency. The policy covers you in case of occupational injury or occupational illness. Workers' Compensation injuries or illnesses should be reported immediately to your supervisor, or to the Human Resource Manager.

Retirement Plan: The Agency provides an employer sponsored retirement plan for eligible employees in order to assist in planning for their retirement. Regular full-time employees (working 37.5 hours per week) are eligible to participate after completion of 2 years of service credit with the Agency. Regular part-time employees (working less than 37.5 hours per week) are eligible after completion of 2 years of service credit with the Agency. All employees who are eligible for the employer-sponsored portion must participate. All eligible participants will receive a summary plan description. Eligibility is based on the legal requirements of the current plan.

Pregnancy-Related Disability Leave: Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 workdays for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth all would be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.

You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer. The certification should include:

- 1) the date on which you became disabled due to the pregnancy or the date of the medical advisability for the transfer;
- 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
- 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to the other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At your option, you can use any accrued PTO as a part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. You also may be eligible for state disability insurance for the unpaid portion of your leave.

Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact the Human Resource Manager.

Employee Assistance Plan: The Employee Assistance Program is provided to assist employees with personal life issues such as marital/family problems, communication problems, drug and alcohol problems or other personal life stresses that can have an impact on health and well-being. This assistance is confidential between the employee and the certified EAP professional.

Memorandum of Understanding No. 1

This Memorandum of Understanding confirms the agreement between the Agency and the Union regarding the wages to be paid bargaining unit members during the term of the current Agreement.

The Agency agrees to continue to pay wages to bargaining unit members employed on or before the date of ratification of this current Agreement in accordance with the wage steps and COLA increases provided in the previous Agreement between the parties that was in effect on June 30, 2004. The wage provisions contained in the current Agreement and its appendices shall not be applicable to employees covered by this Memorandum of Understanding No. 2.

If the Union and the Agency have not executed a successor to the current Agreement by its expiration on June 30, 2011, this Memorandum of Understanding No. 2 shall remain in full force and effect until a successor Agreement is negotiated or the parties reach impasse.

Entered into this _____ day of _____, _____.

For the Union

For the Employer
