



**UNION  
CONTRACTS  
between**

**Civil Service Division**

**CSEA, Local 1000, SEIU, AFL-CIO, CLC  
and**

**The State of California**

**Effective January 31, 2002 to July 2, 2003**

**Know and Enforce  
Your Contract Rights**

**Master Agreement for Units 1, 3, 4, 11, 15**

**MASTER TABLE  
BARGAINING UNITS 1, 3, 4, 11, & 15**

**TABLE OF CONTENTS**

<b>PREAMBLE</b> .....	1
<b>ARTICLE 1 – RECOGNITION</b> .....	1
<b>ARTICLE 2 – UNION REPRESENTATION RIGHTS</b> .....	1
2.1 Union Representatives .....	1
2.2 Access .....	2
2.3 Use of State Equipment .....	2
2.4 Distribution of Union Information .....	2
2.5 Use of State Facilities .....	2
2.6 Steward Time Off .....	3
2.7 Employee Time Off .....	3
2.8 Union Steward Protection .....	3
2.9 Union Information Packets .....	3
2.10 Orientation .....	3
2.11 Bargaining Unit Chair Time Off .....	3
<b>ARTICLE 3 – UNION SECURITY</b> .....	3
3.1 Union Security .....	3
3.2 Release of Home Addresses: Non Law Enforcement Employees .....	4
<b>ARTICLE 4 – STATE’S RIGHTS</b> .....	4
<b>ARTICLE 5 – GENERAL PROVISIONS</b> .....	5
5.1 No Strike .....	5
5.2 No Lockout .....	5
5.3 Individual Agreements Prohibited .....	5
5.4 Savings Clause .....	5
5.5 Reprisals .....	5
5.6 Supersession .....	5
5.7 Non-Discrimination .....	9
5.8 Sexual Harassment .....	9
5.9 Joint Labor/Management Committee on Discrimination (JLMCD) .....	9
5.10 Labor/Management Committees .....	10
5.11 Dignity Clause .....	10
<b>ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES</b> .....	10
6.1 Purpose .....	10
6.2 Definitions .....	11
6.3 Time Limits .....	11
6.4 Waiver of Steps .....	11
6.5 Presentation .....	11
6.6 Informal Discussion .....	11
6.7 Formal Grievance – Step 1 .....	11
6.8 Formal Grievance – Step 2 .....	11
6.9 Formal Grievance – Step 3 .....	12
6.10 Response .....	12

6.11 Formal Grievance – Step 4	12
6.12 Health and Safety Grievances	12
6.13 Grievance Review	13
<b>ARTICLE 7 - HOLIDAYS</b>	<b>13</b>
<b>ARTICLE 8 – LEAVES</b>	<b>15</b>
8.1 Vacation Leave	15
8.2 Sick Leave	16
8.3 Bereavement Leave	17
8.4 Parental Leave	18
8.5 Adoption Leave	18
8.6 Union Leave	18
8.7 Unpaid Leave of Absence	19
8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)	19
8.9 Catastrophic Leave - Natural Disaster	20
8.10 Release Time for State Civil Service Examinations	20
8.11 Release Time for State Personnel Board Hearings	21
8.12 Leave Credits Upon Transfer in State Service	21
8.13 Court Appearance and/or Subpoenas	21
8.14 Jury Duty	21
8.15 Personal Leave Program	21
8.16 Family Medical Leave Act (FMLA)	22
8.17 Mentoring Leave	23
8.18 Work and Family Participation	23
8.19.1 Annual Leave Program (Unit 1)	24
8.19.3 Educational Leave (Unit 3)	24
8.19.15 Department of Developmental Services Vacation Scheduling System for Common Level of Care (LOC) Nursing Staff (Unit 15)	25
8.20.1 Blood Donation Programs (Unit 1)	26
8.20.3 9-12, 10-12 and 11-12 Leave (Unit 3)	26
8.20.15 Department of Mental Health Vacation Scheduling (Unit 15)	27
8.21.1 EDD Vacation Leave Policy (Unit 1)	27
<b>ARTICLE 9 – HEALTH AND WELFARE</b>	<b>29</b>
9.1 Health Benefit Plans	29
9.2 Dental Benefit Plans	30
9.3 Vision Benefit Plans	30
9.4 Rural Health Care Equity Program	30
9.5 Employee Assistance Program	31
9.6 Pre-Tax of Health and Dental Premiums Costs	31
9.7 Pre-retirement Death Continuation of Benefits	32
9.8 Joint Union/Management Benefits Advisory Committee	32
9.9 Presumptive Illness	32
9.10 Employee Injury on the Job	32
9.11 Employee Injury or Disability	32
9.12 Non-Industrial Disability Insurance	32
9.13 Enhanced Industrial Disability Leave (EIDL)	33

9.14 FlexElect Program .....	34
9.15 Long-Term Care Insurance Plan .....	34
9.16 Temporary Disabled Employees .....	34
9.17 Industrial Disability Leave .....	34
9.18 Group Legal Service Plan .....	35
9.19.1 Enhanced Non-Industrial Disability Insurance (Unit 1) .....	35
9.19.3 Light Limited Duty Assignments (Unit 3) .....	36
9.19.4 Caltrans Life Insurance (Unit 4) .....	36
9.19.11 Life Insurance (Unit 11) .....	36
9.20.1 Payroll Protection Income Insurance/Long Term Disability Plan (Unit 1) .....	37
9.20.3 Enhanced Industrial Disability Leave (EIDL) State Special Schools (Unit 3) .....	37
<b>ARTICLE 10 – HEALTH AND SAFETY .....</b>	<b>38</b>
10.1 Health and Safety Commitment .....	38
10.2 Health and Safety Committees .....	38
10.3 Occupational Hazards .....	38
10.4 Injury and Illness Prevention Programs .....	38
10.5 Emergency Evacuation Procedures .....	38
10.6 Safety Equipment .....	38
10.6.15 Safety Goggles/Glasses (Unit 15) .....	39
10.7 Protective Clothing .....	39
10.8 Medical Monitoring .....	39
10.9 Hazardous Materials .....	39
10.10 Employee Restroom Facilities .....	39
10.11 Access to Work Areas 24 Hours .....	39
10.12 Personal Alarms .....	40
10.13 Referral of Assault/Battery .....	40
10.14 Computer Work Stations .....	40
10.15 Assaultive Behavior .....	40
10.15.15 Professional Assaultive Response Training (Unit 15) .....	40
10.16 Workplace Violence Prevention .....	41
10.17 Independent Medical Examinations .....	41
10.18 Infectious Disease Control .....	41
10.19 Precautions Against Exposure to Bloodborne Pathogens .....	41
10.20 Remodeling/Renovations and Repairs .....	42
10.21 Pest Control .....	42
10.22 Smoking Cessation .....	42
10.22.11 Health and Safety Inspections (Unit 11) .....	43
10.23.3 Temperature Controls (Unit 3) .....	43
10.23.11 Health and Safety Education and Training (Unit 11) .....	43
10.23.15 Laundry and Kitchen Temperatures (Unit 15) .....	43
10.24.11 Health and Safety Incentive Award Program - DWR (Unit 11) .....	43
<b>ARTICLE 11 – SALARIES .....</b>	<b>44</b>
11.1 Salaries .....	44
11.2 Salary Definitions .....	44

11.3 Timely Payment of Wages .....	44
11.4 Merit Salary Adjustments (MSA) .....	45
11.5 Night Shift Differential .....	45
11.5.15 Shift Differential (Unit 15) .....	45
11.6 Bilingual Differential Pay .....	45
11.7 Sustained Superior Accomplishment Awards .....	46
11.8 Union-Management Committee on State Payroll System .....	46
11.9 Recruitment and Retention Differentials .....	47
11.9.3 Recruitment and Retention Differentials (Unit 3) .....	47
11.10 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons .....	47
11.11 Deferred Compensation Plans .....	48
11.12 Tax Deferral of Lump Sum Leave Cash Out Upon Separation .....	48
11.12.4 Institutional Worker Supervision Pay Differential (Unit 4) .....	48
11.12.11 Climbing Pay (Unit 11) .....	49
11.13.1 Institutional Worker Supervision Pay Differential (Unit 1) .....	49
11.13.3 Special Salary Adjustment (Unit 3) .....	49
11.13.4 Out-of-State Pay Differential (Unit 4) .....	50
11.13.11 Out-of-State Pay Differential (Unit 11) .....	50
11.13.15 Institutional Worker Supervision Pay Differential (Unit 15) .....	50
11.14.1 Out-of-State Pay Differential (Unit 1) .....	50
11.14.3 184 Day Year Study (Unit 3) .....	51
11.14.4 Recruitment and Retention Differentials - Account Clerk Series - Department of Corrections (Unit 4) .....	51
11.14.11 Commercial Driver's License Differential (Unit 11) .....	51
11.14.15 State Special Schools - Ten Month Compensation Agreement (Unit 15) .....	52
11.15.1 Top Step Rounding (Unit 1) .....	53
11.15.4 Dictaphone Differential (Unit 4) .....	53
11.15.11 Water Treatment Plant Differential (Unit 11) .....	53
11.16.1 Bay Area Recruitment and Retention Pay Differential (Unit 1) .....	54
11.16.11 Special Salary Adjustments (Unit 11) .....	54
11.17.1 Arduous Duty Differential for FLSA Exempt Employees (Unit 1) .....	54
11.17.11 Diving Pay (Unit 11) .....	55
11.18.1 Classification Studies (Unit 1) .....	55
11.18.11 Long Term Differential (Unit 11) .....	56
11.19.1 California State Lottery Sales Incentive Bonus (Unit 1) .....	56
11.19.11 DNA Pay Differential - Department of Justice (Unit 11) .....	58
11.20.1 California Sate Lottery Business Building Incentive (BBI) Program (Unit 1) .....	58
11.20.11 Pile Load Testing Differential (Unit 11) .....	59
11.21.1 California Housing Loan Insurance Fund (CHLIF) Mortgage Insurance Profit Bonus (Unit 1) .....	60
11.22.1 Accounting Recruitment and Retention Differential - CDC(Unit 1) .....	61
11.23.1 Professional Certification Pay (Unit 1) .....	61
11.24.1 Personnel Specialist (PSS) Classification : Workload Factors and Weight (Unit 1) .....	62
11.25.1 Personnel and Payroll Specialist: Recruitment and Retention Differential (Unit 1) .....	64
11.26.1 Recycling Specialist Differential Adjustment (Unit 1) .....	64
11.27.1 Property Appraiser/Investigator Differential Adjustment (Unit 1) .....	64

11.28.1 Business Taxes Specialist Differential Adjustment (Unit 1)	64
11.29.1 Personnel and Payroll Specialist Range D Compensation (Unit 1)	64
11.30.1 Senior Personnel and Senior Payroll Specialist Compensation (Unit 1)	65
11.31.1 Lead Responsibilities (Unit 1)	65
<b>ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS</b>	<b>66</b>
12.1 Business and Travel Expense	66
12.2 Moving and Relocation Expenses	69
12.3 Parking Rates	69
12.4 Commute Program	69
12.5 Transportation Incentives	69
12.6 State Owned Housing	70
12.7 Overtime Meal Benefits and Allowances - CDC and CYA	71
12.8 Overtime Meal Allowance	71
12.9 Damaged or Destroyed Personal Property	71
12.10 Uniform Replacement Allowance	72
12.10.15 Uniform Replacement Allowance (Unit 15)	72
12.11 Tools, Business Equipment, Materials and Supplies	74
12.12 Professional Dues	74
12.13 Reimbursement of Fees	74
12.14.1 Aviation Consultants (Unit 1)	74
12.14.11 Pest Control License (Unit 11)	75
12.15.1 PERS Auditor Affiliation (Unit 1)	75
12.16.1 Professional License Fees (Unit 1)	75
12.17.1 Actuary Dues – Department of Insurance (Unit 1)	75
<b>ARTICLE 13 – CAREER DEVELOPMENT</b>	<b>76</b>
13.1 Personnel and Evaluation Materials	76
13.2 Personal Performance Session	76
13.3 Joint Apprenticeship Committee	76
13.3.4 Upward Mobility and Training (Unit 4)	77
13.3.11 Education and Training (Unit 11)	78
13.4 Performance Appraisal of Permanent Employees	80
13.5.1 Education and Training (Unit 1)	80
13.5.3 Education and Training (Unit 3)	81
13.5.4 Performance Standards (Unit 4)	82
13.5.11 Professional Certification or Registration (Unit 11)	82
13.5.15 Orientation and Safety Training (Unit 15)	83
13.6.1 Performance Standards (Unit 1)	83
13.6.3 Support for Lateral Transfers (Unit 3)	83
13.6.11 Special Certification Requirements - Caltrans (Unit 11)	83
13.6.15 State-Required Training (Unit 15)	84
13.7.1 Employee Recognition and Morale Program - Franchise Tax Board and Board of Equalization (Unit 1)	84
13.7.11 New TET II Classification - Caltrans (Unit 11)	85
13.7.15 Career-Related Training (Unit 15)	85
13.8.1 Independent Research/Professional Papers (Unit 1)	85

13.8.11 New Water Resources Technician Classification (Unit 1)	.85
13.8.15 Joint/Labor Management Committee on Upward Mobility and Career Development (Unit 15)	.86
13.9.1 EDD Determinations Scheduling Standards (Unit 1)	.87
13.9.11 Technician Rotation - CalTrans (Unit 11)	.87
13.9.15 CDC Training (Unit 15)	.87
13.10.15 CYA Training (Unit 15)	.88
13.11.15 Employee Group Meetings (Unit 15)	.90
<b>ARTICLE 14 – CLASSIFICATION</b>	<b>.90</b>
14.1 Classification Changes	.90
14.2 Out-of-Classification Grievances and Position Allocation Hearing Process	.91
14.3 Classification/Pay Data	.92
14.4 Duty Statements, Post Orders, and Work Instructions	.92
14.5 Automation and New Technology	.93
14.6 Job Announcements	.93
14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees	.93
14.8.15 Janitorial Staffing Levels for Cleaning (Unit 15)	.93
<b>ARTICLE 15 – TRANSFER</b>	<b>.94</b>
15.1 Appeal of Involuntary Transfer	.94
15.1.15 Appeal of Involuntary Transfer (Unit 15)	.94
15.2 Hardship Transfer	.94
15.3.1 Pilot Post and Bid (Unit 1)	.95
15.3.3 Employee Opportunity Transfer (Unit 3)	.98
15.3.4 Pilot Post and Bid (Unit 4)	.98
15.3.11 Post and Bid (Unit 11)	.101
15.3.15 Post and Bid (Unit 15)	.103
15.3.15 (A) Post and Bid Procedure for Vacant Positions- DGS	.103
15.3.15 (B) Post and Bid Procedure for Vacant Positions- DDS	.106
15.3.15 (C) Supervising Cook I Post Assignments by Seniority- CDC	.108
15.3.15 (D) Post and Bid Procedure for Vacant Positions- DMH	.110
15.3.15 (E) Post and Bid Procedure for Vacant Positions- DVA	.112
15.3.15 (F) Post and Bid- Department of California Youth Authority (CYA)	.114
15.4.1 EDD Post and Bid Agreement (Unit 1)	.117
15.4.15 Work Assignment Changes (Unit 15)	.119
15.5.15 Employee Opportunity Transfers (Unit 15)	.119
15.6.15 Light/Limited Duty Assignments (Unit 15)	.120
<b>ARTICLE 16 – LAYOFF</b>	<b>.120</b>
16.1 Layoff and Reemployment	.120
16.2 Reducing the Adverse Effects of Layoff	.121
16.3 Alternative to Layoff	.121
16.4 Military Installations	.121
16.5 Layoff Employee Assistance Program	.121
<b>ARTICLE 17 – RETIREMENT</b>	<b>.121</b>
17.1 First Tier Retirement Formula (2% @ 55)	.121
17.2 Second-Tier Retirement Plan	.122

17.3 Employee Retirement Contribution Reduction for Miscellaneous Members .....	122
17.4 Employee Retirement Contribution Reduction for Safety Members .....	123
17.5 Employee Retirement Contribution Reduction for STRS Members .....	123
17.6 Employer-Paid Employee Retirement Contributions .....	123
17.7 1959 Survivor's Benefits - Fifth Level .....	123
17.8 Enhanced Industrial Retirement .....	124
17.9.1 Safety Retirement (Unit 1) .....	124
17.9.4 Safety Retirement (Unit 4) .....	124
17.9.15 Safety Retirement (Unit 15) .....	124
<b>ARTICLE 18 – PERMANENT INTERMITTENTS .....</b>	<b>124</b>
<b>ARTICLE 19 – HOURS OF WORK AND OVERTIME .....</b>	<b>126</b>
19.1 Hours of Work .....	126
19.2 Overtime .....	127
19.3 Rest Periods .....	128
19.4 Meal Periods .....	129
19.5 Set Up/Shut Down Time .....	129
19.6 Flexible Work Hours .....	129
19.7 Exchange of Time Off - Multi-Shift Operations .....	129
19.8 Work In Multiple Time Zone .....	130
19.9 Call Back Time .....	130
19.10 Standby Time .....	130
19.11.1 Overtime Assignments for Work Week Group 2 Employees (Unit 1) .....	130
19.11.4 Overtime Assignments for Work Week Group 2 Employees (Unit 4) .....	131
19.11.11 Overtime Assignments for Work Week Group 2 Employees (Unit 11) .....	131
19.11.15 Overtime Distribution for Employees (Unit 15) .....	131
19.12.11 Standby Duty - Department of Fish and Game (Unit 11) .....	132
19.12.15 Sliding Six, Six/Two (6/2) Schedule or Variations Thereof (Unit 15) .....	132
19.13.11 Double Backs - Department of Food and Agriculture (Unit 11) .....	132
19.14.11 Rotating Shift Program - Department of Fish and Game (Unit 11) .....	132
<b>ARTICLE 20 – WORK AND FAMILY .....</b>	<b>132</b>
20.1 Work and Family Labor/Management Committee .....	132
20.2 Dependent Care .....	133
<b>ARTICLE 21 – MISCELLANEOUS .....</b>	<b>133</b>
21.1 Telecommute/Telework Program .....	133
21.2 Electronic Monitoring .....	134
21.3 Class A and Class B Commercial Driver's License .....	134
21.4.1 Business Cards (Unit 1) .....	135
21.4.3 Class Size (Unit 3) .....	135
21.4.11 Drug and Alcohol Testing (Unit 11) .....	135
21.5.1 Incompatible Activities (Unit 1) .....	136
21.5.3 Student Discipline (Unit 3) .....	137
21.6.1 Work Space Allocation (Unit 1) .....	137
21.6.3 Student Class Assignments (Unit 3) .....	140
21.7.1 Hearst Castle Night Tours (Unit 1) .....	141



21.7.3 Non-Instructional/Teacher Preparation Time (Unit 3) .....	141
21.8.1 Organizational Development (Unit 1) .....	141
21.8.3 Off-Site Teacher Preparation Time (Unit 3) .....	141
21.9.1 Classification Consolidation Review (Unit 1) .....	141
21.9.3 Professional Responsibility (Unit 3) .....	142
21.10.1 EDD One-Stops (Unit 1) .....	142
21.10.3 Recognition of Authorship (Unit 3) .....	142
21.11.1 Correctional Case Records Analyst Workload Study (Unit 1) .....	142
<b>ARTICLE 22 – ENTIRE AGREEMENT AND DURATION .....</b>	<b>143</b>
22.1 Entire Agreement .....	143
22.2 Duration .....	143
<b>ARTICLE 23 - STATE SPECIAL SCHOOLS .....</b>	<b>143</b>
23.1.3 Discipline and Discharge - Special Schools (Unit 3) .....	143
23.2.3 Academic Year - Special Schools (Unit 3) .....	144
23.3.3 Work Assignment Notification - Special Schools (Unit 3) .....	145
23.4.3 Personal Leave Days - Special Schools (Unit 3) .....	145
23.5.3 Extra Duty Assignment - Special Schools (Unit 3) .....	145
23.6.3 Tenure - Special Schools (Unit 3) .....	145
<b>SIDE LETTERS .....</b>	<b>147</b>
Side Letter #1 – Court Decisions .....	147
Side Letter #2 – Next Step Program .....	147
Side Letter #3 – Golden Handshake .....	147
Side Letter #4 – Streamlining the State Safety Retirement Process .....	147
Side Letter #5 – Domestic Partner .....	147
Side Letter #6 – State Disability Insurance Program (SDI) .....	147
Side Letter #7 – Holiday Pay Grievance Settlements .....	147
Side Letter #8 – Addendum to the Memorandum of Understanding between the State of California and CSEA, Local 1000, SEIU, Units 1, 4, and 11 .....	147
Side Letter #9 – Paid Time Off – Precinct Election Board .....	148
<b>APPENDICES</b>	
APPENDIX A - UNIT 1 Classifications and Pay Scales .....	149
APPENDIX B - UNIT 1 Specific Side Letters .....	170
APPENDIX C - UNIT 3 Classification and Pay Scales .....	174
APPENDIX D - UNIT 3 Specific Side Letters .....	179
APPENDIX E - UNIT 4 Classification and Pay Scales .....	181
APPENDIX F - UNIT 4 Specific Side Letters .....	185
APPENDIX G - UNIT 11 Classification and Pay Scales .....	195
APPENDIX H - UNIT 11 Specific Side Letters .....	200
APPENDIX I - UNIT 15 Classification and Pay Scales .....	201
APPENDIX J - UNIT 15 Specific Side Letters .....	203
<b>ADDENDUM I .....</b>	<b>204</b>
Time off for Victims of Domestic Violence .....	204
<b>SIGNATURE PAGES .....</b>	<b>205</b>

## **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA STATE EMPLOYEES ASSOCIATION (Civil Service Division), Local 1000, SEIU, AFL/CIO, CLC, hereinafter referred to as CSEA, Local 1000, or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with Section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

The term "Contract" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

## **ARTICLE 1 – RECOGNITION**

- A. (Unit 1) Pursuant to Public Employment Relations Board (PERB) Decision S-SR-1, the State recognizes CSEA (Civil Service Division), Local 1000, SEIU, as the exclusive representative for the Professional, Administrative, Financial, and Staff Services Bargaining Unit, hereinafter referred to as Unit 1. Unit 1 consists of all employees in the job classifications listed by title in Appendix "A" attached hereto and incorporated by reference as a part of this Contract.
- A. (Unit 3) Pursuant to Public Employment Relations Board (PERB) Decision S-SR-3, the State recognizes CSEA (Civil Service Division), Local 1000, SEIU, as the exclusive representative for the Professional Educators and Librarians Bargaining Unit, hereinafter referred to as Unit 3. Unit 3 consists of all employees in the job classifications listed by title in Appendix "C" attached hereto and incorporated by reference as a part of this Contract.
- A. (Unit 4) Pursuant to Public Employment Relations Board (PERB) Decision S-SR-4, the State recognizes CSEA (Civil Service Division), Local 1000, SEIU, as the exclusive representative for the Office and Allied Bargaining Unit, hereinafter referred to as Unit 4. Unit 4 consists of all employees in the job classifications listed by title in Appendix "E" attached hereto and incorporated by reference as a part of this Contract.
- A. (Unit 11) Pursuant to Public Employment Relations Board (PERB) Decision S-SR-11, the State recognizes CSEA (Civil Service Division), Local 1000, SEIU, as the exclusive representative for the Engineering and Scientific Technician Bargaining Unit, hereinafter referred to as Unit 11. Unit 11 consists of all employees in the job classifications listed by title in Appendix "G" attached hereto and incorporated by reference as a part of this Contract.
- A. (Unit 15) Pursuant to Public Employment Relations Board (PERB) Decision S-SR-15, the State recognizes CSEA (Civil Service Division), Local 1000, SEIU, as the exclusive representative for the Allied Services Bargaining Unit, hereinafter referred to as Unit 15. Unit 15 consists of all employees in the job classifications listed by title in Appendix "I" attached hereto and incorporated by reference as a part of this Contract.
- B. Pursuant to Government Code Sections 19815.4 and 3517, CSEA, Local 1000, SEIU, recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in this Contract.
- C. CSEA (the Civil Service Division) agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

## **ARTICLE 2 – UNION REPRESENTATION RIGHTS**

### **2.1 Union Representatives**

- A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:
  - 1. The enforcement of this Contract;
  - 2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
  - 3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board (PERB);
  - 4. Matters scheduled for hearing by the Board of Control;
  - 5. Matters pending before the State Personnel Board;
  - 6. AWOLs and appeals to set aside resignations;
  - 7. Discussions with management regarding denials of reasonable accommodation;

8. The Department of Personnel Administration statutory appeal hearings.
- B. A written list of Union stewards, and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.
- C. Area of Representation – A Union steward's "area of primary representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to Step 3 of the Grievance Procedure (Section 6.9).

## **2.2 Access**

- A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to Section 2.1 A. above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.
- B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

## **2.3 Use of State Equipment**

- A. Union stewards shall be permitted reasonable use of State phones to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in Section 2.1, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

## **2.4 Distribution of Union Information**

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.
- C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.
- D. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

## **2.5 Use of State Facilities**

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

## **2.6 Steward Time Off**

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 2.1 A. of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

## **2.7 Employee Time Off**

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with Section 2.2 above during work hours, subject to approval of the employee's supervisor.

## **2.8 Union Steward Protection**

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

## **2.9 Union Information Packets**

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

## **2.10 Orientation**

- A. During any regularly scheduled orientation session for new employees, a Union staff member or designee shall be given the opportunity to meet with bargaining unit employees for fifteen (15) minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a union representative for fifteen (15) minutes during normal working hours for orientation to the Contract and the Union.

## **2.11 Bargaining Unit Chair Time Off**

The appropriate bargaining unit chair or vice chair, not both, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

# **ARTICLE 3 – UNION SECURITY**

## **3.1 Union Security**

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this Contract by the Legislature and the Union, the State agrees to calculate, deduct, and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for the Union, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct, and transmit Fair Share fees to the Union based upon any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Contract. The State and the Union agree that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall be subject to paying a Fair Share fee, if such a fee is applicable.
2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising therefrom.
3. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code Section 3515.8.
4. No provisions of this section or any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.

5. Should a recession election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy of the State Controller's Office within thirty (30) calendar days prior to the expiration of this Contract.

### 3.2 Release of Home Addresses: Non Law Enforcement Employees

#### A. Home Addresses - Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

#### B. Home Address Withholding

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

#### C. Home Address Withhold Notification to Employees

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

#### D. Release and Use of Addresses

The State Controller's Office shall send the Union a list of all Bargaining Unit 1, 3, 4, 11, and 15 employees who, pursuant to subsection C. above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

#### E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach Bargaining Unit 1, 3, 4, 11, or 15 employees.

#### F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.

#### G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address tape file on a monthly basis.

#### H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the Contract.

#### I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

## ARTICLE 4 - STATE'S RIGHTS

- A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.

- B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.
- C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State Civil Service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

**ARTICLE 5 – GENERAL PROVISIONS**

**5.1 No Strike**

- A. During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

**5.2 No Lockout**

No lockout of employees shall be instituted by the State during the term of this Contract.

**5.3 Individual Agreements Prohibited**

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

**5.4 Savings Clause**

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

**5.5 Reprisals**

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

**5.6 Supersession**

The following enumerated Government Code Sections and all existing rules, regulations, standards, practices, and policies which implement the enumerated Government Code Sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code Sections enumerated below, the Contract shall be controlling and supersede said Government Code Sections or parts thereof and any rule, regulation, standard, practice, or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.

**A. Government Code Sections**

**1. General**

- 19824 Establishes monthly pay periods.
- 19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
- 19888 Specifies that service during an emergency is to be credited for vacation, sick leave, and MSA.

2. Step Increases

- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)
- 19838 Provides for methods of collecting overpayments and correcting payroll errors. (Units 1, 3, 4, & 11 ONLY)

3. Vacations

- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

4. Sick Leave

- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

5. Uniforms, Work Clothes, and Safety Equipment

- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for issuance of required safety equipment at State expense (Units 1 & 11 ONLY)

6. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay."
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL

- 19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
  - 19875 Requires three-day waiting period, unless hospitalized or disabled more than 14 days.
  - 19876 Payments contingent on medical certification and vocational rehabilitation.
  - 19877 Authorizes DPA to adopt rules governing IDL
  - 19877.1 Sets effective date.
7. Non-Industrial Disability Insurance (NDI)
- 19878 Definitions.
  - 19879 Sets the amount of benefits and duration of payment.
  - 19880 Sets standards and procedures.
  - 19880.1 Allows employee option to exhaust vacation prior to NDI.
  - 19881 Bans NDI coverage if employee is receiving unemployment compensation.
  - 19882 Bans NDI coverage if employee is receiving other cash payment benefits.
  - 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
  - 19884 Filing procedures; determination and payment of benefits.
  - 19885 Authorizes DPA to establish rules governing NDI.
8. Life Insurance
- 20796 Provides for employer contributions.
  - 21600 Establishes group term life insurance benefits.
  - 21604 Provides for Death Benefit from PERS.
  - 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
9. Health Insurance
- 22816 Provides for continuation of health plan coverage during leave of absence without pay.
  - 22825 Provides for employee and employer contribution.
  - 22825.1 Sets employer contribution.
10. Workweek
- 19851 Sets 40-hour workweek and 8-hour day.
11. Overtime
- 19844 Directs DPA to establish rules regarding cash compensation and compensating time off.
  - 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
  - 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.



19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

12. Deferred Compensation

19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

13. Relocation Expenses

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

14. Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

15. Unpaid Leaves of Absence

19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

19991.4 Provides that absence of an employee for work- incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

16. Performance Reports

19992.2 Requires the appointing power to prepare performance reports and show them to the employee. (Units 1, 4, 11 & 15 ONLY)

19992.3 Use of Performance Reports. (Units 1, 4, & 11 ONLY)

17. Involuntary Transfers

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

19998.1 State Restriction of Appointments. (Unit 4 ONLY)

18. Demotion and Layoff

19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon re-certification after layoff or demotion.

19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.

19998 Employees affected by layoff due to management initiated changes will receive assistance in finding other placement in State service.

19998.1 State Restriction of Appointments. (Units 1, 4, & 11 ONLY)

#### 19. Incompatible Activities

19990 Requires each appointment power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

#### 20. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated change.

19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to position in State service. (Units 1, 4, 11 and 15 ONLY)

### 5.7 Non-Discrimination

- A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, political affiliation, or physical or mental disability consistent with applicable State and Federal law.
- B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing or non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

### 5.8 Sexual Harassment

- A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, political affiliation, or physical or mental disability consistent with applicable State and Federal law.
- B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing or non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

### 5.9 Joint Labor/Management Committee on Discrimination (JLMCD)

- A. A joint labor/management committee on discrimination will meet to discuss issues relating to maintaining a discrimination-free state workplace. The committee shall prioritize topics and prepare a report with recommendations on each issue listed below prior to commencement and discussion of the subsequent issue. Therefore the JLMCD shall discuss the following issues:

- Departmental practices on upward mobility.
- Departmental practices on the hiring and selection process.
- Need for statewide uniform training programs relating to cultural and disability awareness, the discrimination complaint process, prohibitions against retaliation, and related topics.
- Assess current remediation strategies which address employment discrimination in departments and make recommendations to improve practices.

B. The committee's tasks shall be as follows:

1. Consult with the State Personnel Board (SPB) in regard to the relationship of discrimination to adverse actions, departmental equal employment opportunity programs, and current processes that deal with discrimination complaints.
2. Access available data that identifies and measures discrimination in the workplace.
3. Call upon experts in the field to help the committee analyze the extent of discrimination in the workplace as well as work with the committee to develop recommendations.
4. Develop resource material that supports a discrimination-free state workplace for use by departments and employees.
5. Provide the report findings and recommendations to the Director of the Department of Personnel Administration, the Director of the Civil Service Division of CSEA, and the Director of the State Personnel Board.

C. The committee shall begin meeting within 120 days after ratification of this Contract. The committee shall meet on a quarterly basis. By mutual agreement of the committee chairs, State release time may be requested of the appointing authority or designee for necessary work to support the committee's efforts between quarterly meetings. Such release time shall not be unreasonably denied.

D. The committee will consist of an equal number of Union and State representatives. Each bargaining unit may have one Union/employee representative on the committee. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.

The State agrees that the Union representatives will serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

#### 5.10 Labor/Management Committees

Upon mutual agreement of the department head or designee and the Union, a Labor/Management Committee may be established to address specific or ongoing issues.

Such committees may be established according to the following guidelines:

1. The committees will consist of equal numbers of management representatives selected by the department head or designee and Union representatives selected by the Union.
2. Committee recommendations, if any, will be advisory in nature.
3. Labor/Management Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.
4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the Committee.

#### 5.11 Dignity Clause

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

### ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES

#### 6.1 Purpose

- A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.
- B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

## **6.2 Definitions**

- A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the State Personnel Board. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.
- D. As used in this procedure, the term "party" means the Union, an employee, or the State.
- E. A "Union representative" refers to a Union steward or staff representative or a bargaining unit council representative.

## **6.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

## **6.4 Waiver of Steps**

The parties may mutually agree to waive any step of the grievance procedure.

## **6.5 Presentation**

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.

## **6.6 Informal Discussion**

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

## **6.7 Formal Grievance – Step 1**

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than twenty-one (21) calendar days after employee can reasonably be expected to have known of the event occasioning the grievance.
- B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the first formal level of appeal. Said grievance shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought.
- C. Within twenty-one (21) calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievance.
- D. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

## **6.8 Formal Grievance – Step 2**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to the department head or designee.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to the CSEA, Local 1000, SEIU, CSD, 1108 "O" Street, Sacramento, CA 95814.

### 6.9 Formal Grievance – Step 3

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the Department of Personnel Administration or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected Department(s).
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

### 6.10 Response

If the State fails to respond to a grievance within the time limits specified for any step, the grievant shall have the right to appeal to the next step.

### 6.11 Formal Grievance – Step 4

- A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to Arbitration within 30 calendar days after receipt of the third level response, it shall be considered withdrawn.
- B. Within seven (7) calendar days after the second notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service, or the Federal Mediation and Conciliation Service to submit to them a panel of ten arbitrators from which the State and the Union shall alternately strike names until one name remains and this person shall be the arbitrator. If the second notice is not received within six (6) months of the receipt of the third-level response, the request for arbitration is withdrawn.
- C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.
- D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in Section 6.2.A. of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

### 6.12 Health and Safety Grievances

- A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.
- B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.
- C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.
- D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:
  - 1. Health and Safety Grievance – Step 2
    - a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
    - b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the CSEA, Local 1000, SEIU, CSD, 1108 "O" Street, Sacramento, CA 95814.
  - 2. Health and Safety Grievance – Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the Department of Personnel Administration (DPA) as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected Department(s).
- b. The Director of the Department of Personnel Administration or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
- d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
- e. Arbitration shall be in accordance with Section 6.11 B. of this Article unless otherwise provided.

### 6.13 Grievance Review

Upon request, the State shall meet monthly with the Union in an attempt to settle and resolve grievances. The parties shall agree at least two weeks prior to each meeting on the agenda and who shall attend.

## ARTICLE 7 - HOLIDAYS

- A. Full-time and part-time employees, except Civil Service exempt Unit 3 employees in the Department of Education, shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
  - (1) When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
  - (2) When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
  - (3) If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this Article. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.
- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, the employee shall receive eight hours of holiday credit and one and one-half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. Work Week Group E or SE Employees: When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.

- J. Part-time employees in Work Week Group 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.
- K. Employees in Work Week Group 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of Section 19.2, in addition to the premium rate described in paragraph G or J above.
- L. Employees shall receive compensation for holidays in accordance with the following:

**CHART FOR COMPUTING VACATION, SICK LEAVE, AND  
HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES  
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1**

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	16	17	18	SL/HOL 8
9/10	6.30	9.00	9.90	10.80	11.70	12.60	14.40	15.30	16.20	7.20
7/10	4.90	7.00	7.70	8.40	9.10	9.80	11.20	11.90	12.60	5.60
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.80	5.10	5.40	2.40
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.60	1.70	1.80	0.80
7/8	6.13	8.75	9.63	10.50	11.38	12.25	14.00	14.88	15.75	7.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	12.00	12.75	13.50	6.00
5/8	4.38	6.25	6.88	7.350	8.13	8.75	10.00	10.63	11.25	5.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	8.00	8.50	9.00	4.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	6.00	6.38	6.75	3.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	4.00	4.25	4.50	2.00
1/8	0.88	1.25	1.38	1.50	1.63	1.75	2.00	2.13	2.25	1.00
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.80	13.60	14.40	6.40
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.60	10.20	10.80	4.80
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.40	6.80	7.20	3.20
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.20	3.40	3.60	1.60

An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

- M. Holiday Credit may be requested and taken in fifteen (15) minute increments.
- N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- O. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.
- Q. The parties will jointly develop a holiday compensation training program for departments.

**ARTICLE 8 – LEAVES**

**8.1 Vacation Leave**

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following month as follows:

7 months to 3 years

7 hours per month



37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
20 years and over	14 hours per month

An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under Item A. above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.
- C. Employees working less than full-time accrue vacation in accordance with the chart shown in Section 7 L. of this Contract.
- D. Vacation credits may be taken in fifteen (15) minute increments.
- E. Employees are authorized to use existing fractional vacation hours that may have been accumulated.
- F. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- G. Subject to operational needs, the time when vacation shall be taken by the employee shall not be unreasonably denied. Employee vacation requests shall be submitted and granted or denied in writing in a timely manner. Vacations can only be cancelled when unanticipated operational needs require it.
- H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.
- I. By June 1 of each calendar year those employees whose vacation balance exceeds, or could exceed by December 31, the vacation cap of Section 8.1 J. must submit to their supervisor for approval a plan to use vacation to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient vacation to reduce the employee's vacation balance or potential balance on December 31 below the cap specified in Section 8.1 J.
- J. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 400 hours (with Annual Leave 640 hours). A department head or designee shall permit an employee to carry over more than 400 hours (with Annual Leave 640 hours) of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.

## 8.2 Sick Leave

- A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:
  - 1. Illness or injury, including illness or injury relating to pregnancy;
  - 2. Exposure to a contagious disease which is determined by a physician to require absence from work;
  - 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
  - 4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code Section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.
- C. Credit for less than full-time employees shall be computed as follows:
  - 1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in Article 7.
  - 2. Multiple positions under this rule:
    - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
    - b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.
- D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
- E. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
  - 1. The employee has a demonstrable pattern of sick leave abuse; or
  - 2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.
- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.
- H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.
- I. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

### 8.3 Bereavement Leave

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code Section 297), child, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of his/her grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family members of domestic partners as defined in paragraph A. above. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should

additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.

- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A. or B. above. Sick leave may be utilized for Bereavement Leave in accordance with sick leave provision of this Contract in Section 8.2. Any such request shall not be arbitrarily or unreasonably denied.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base. (See schedule in Article 7.)

#### 8.4 Parental Leave

- A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- B. A male spouse or male parent or domestic partner (as defined in accordance with Family Code Section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his/her newborn child. The employee shall provide medical substantiation to support his/her request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

#### 8.5 Adoption Leave

- A. A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one (1) year. The employee may be required to provide substantiation to support the employee's request for adoption leave.
- B. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.
- C. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

#### 8.6 Union Leave

- A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A Union leave may also be granted during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:
  - 1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
  - 2. The Union leave request form shall be signed by either the Civil Service Division Director or the Deputy Director and no other signature will be honored by the State.
  - 3. A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
  - 4. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 35 percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave, within 60 days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
  - 5. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.

6. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
7. Employees on a Union leave shall suffer no loss of compensation or benefits.
8. Whether or not time for a Union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
9. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
10. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

### **8.7 Unpaid Leave of Absence**

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in subsection C. below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
  1. Union activity;
  2. For temporary incapacity due to illness or injury;
  3. To be loaned to another governmental agency for performance of a specific assignment;
  4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  5. Education;
  6. Research project;
  7. Personal or family matters; or
  8. Run for public office.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

### **8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)**

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code Section 297), brother, sister, or other person residing in the immediate household.
- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code Section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.

- C. For the purposes of transferring leave credits the following definitions shall apply:
1. Sick leave credits cannot be transferred;
  2. The receiving employee has exhausted all leave credits;
  3. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation or annual leave. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with Section 23.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days;
  4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
  5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
  6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
  7. Donations shall be made on a form to be supplied by the State, signed by donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
  8. This section is not subject to the Grievance and Arbitration Article of the Contract.

#### **8.9 Catastrophic Leave - Natural Disaster**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, personal leave, annual leave, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;
- D. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with Section 23.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days;
- E. Personal holiday must be transferred in one (1) day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base);
- F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
- G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
- H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
- I. This section is not subject to the Grievance and Arbitration Article of this Contract.

#### **8.10 Release Time for State Civil Service Examinations**

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift on the day of a State Personnel Board examination.
- B. Authorized release time for reasonable travel time to and from the examination site may be granted by the department.

### **8.11 Release Time for State Personnel Board Hearings**

Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above on the day of a State Personnel Board hearing.

### **8.12 Leave Credits Upon Transfer in State Service**

All employees shall, upon transfer in State service, transfer with all accumulated vacation, annual leave, personal leave, personal days, and sick leave credits.

### **8.13 Court Appearance and/or Subpoenas**

- A. If an employee is served with a subpoena which compels his/her presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay. Such pay shall be in the amount of the difference between the employee's regular pay and any amount he/she receives for such appearance. In no case shall this amount exceed the employee's regular pay.
- B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, personal, annual, vacation or unpaid leave.
- C. Upon request, and subject to operational needs, an employee on an alternate work schedule or shift other than Monday - Friday, 8am to 5pm may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A. above.

### **8.14 Jury Duty**

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. Upon receiving notice of jury duty an employee shall immediately provide a copy of the notice to his/her supervisor.
- B. If payment is made for such time off, the employee is required to remit to the State jury fees received. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees. For the purposes of this section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.
- C. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the following:
  1. The department already maintains an appropriate work shift that utilizes the employee's classification; and
  2. The operational needs of the department permit such reassignment.
- D. An employee shall be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs B. and C. apply.
- E. For the purpose of this section, an employee summoned to jury duty may be required to adjust their work shift to an eight (8) hour schedule.
- F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

### **8.15 Personal Leave Program**

- A. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use Personal Leave credits.
- B. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave.

Cash-out or lump-sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued Personal Leave.

- C. If any dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 3 (Department of Personnel Administration) of the grievance procedure shall be final and not subject to the arbitration clause of this Contract.
- D. Personal Leave credits shall not be counted towards the 1,734/1,934 hours of compensation for Special School employees subject to the State Special Schools 10-Month Compensation Agreement.

#### 8.16 Family Medical Leave Act (FMLA)

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA." The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, domestic partner (as defined in Family Code Section 297), or parent who has a serious health condition, and/or for the birth or adoption of a child.
- B. For the purposes of providing the FMLA benefits the following definitions shall apply:
  - 1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
  - 2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
  - 3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;
  - 4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Section 8.8 of this Contract.
    - a. FMLA absences due to illness and/or injury of the employee or eligible family member, may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with Section 8.8 and 8.2 of this Contract.
    - b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by Section 8.8 of this Contract.
    - c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.
- C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.
- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.
- E. Within 90 days of the ratification date of this Contract, and on January 1 of each year thereafter, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous 12 month rolling period, shall be entitled to additional leave up to a total of 12 weeks for the current calendar year.
- F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
- G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the Department of Personnel Administration Rules 599.608 and 599.609.

- H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the Department of Fair Employment and Housing. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

### 8.17 Mentoring Leave

- A. Eligible employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave." For example, if an employee requests two (2) hours of "mentoring leave," he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave." "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for "mentoring leave," an employee must:
1. Have a permanent appointment;
  2. Have successfully completed their initial probationary period; and
  3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the California Mentor Program Directory, under the guidance of the California Department of Alcohol and Drug Programs, for a minimum of one school year. (Most programs are aligned with the child's normal school year, however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive "mentoring leave" if:
1. He or she is assigned to a "post" position in the Departments of Corrections or Youth Authority; or
  2. He or she works in a level of care position in the Departments of Developmental Services, Mental Health, Education or Veterans' Affairs.
- G. Permanent part-time and Permanent Intermittent employees may receive a pro-rated amount of Mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of Mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to 160 hours) to earn 3.3 hours of Mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 of this Contract.

### 8.18 Work and Family Participation

#### A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating.

However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating.

Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child).



Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

**B. Family Crisis**

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code Section 297), child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.

If eligible, any family crisis leave that meets the definition of serious health condition will run concurrently with Subsection 8.16 of this contract, Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

**8.19.1 Annual Leave Program (Unit 1)**

1. Employees in Bargaining Unit 1 who are currently enrolled in the Annual Leave Program may continue their participation in the program.
2. Employees who transfer into Bargaining Unit 1, after July 1, 2001, and are enrolled in the Annual Leave Program may continue their participation in the Program or elect to convert to the vacation and sick leave programs as specified in this agreement.
3. All new employees, other than specified above, must participate in the vacation and sick leave programs as specified in this agreement.
4. Employees, who are in the Annual Leave Program, as specified in Sections 1 and 2 above, will continue their participation in the Enhanced Non-Industrial Disability Insurance-Annual Leave Plan.
5. Employees, as specified in Sections 1 and 2 above, will continue to earn and accrue Annual Leave, as follows:

1 months to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
20 years and over	18 hours per month

6. Employees, who elect, upon transfer into Bargaining Unit 1, the vacation and sick leave programs will have their accrued Annual Leave converted to vacation and sick leave as follows:

An employee switching to the sick leave and vacation programs may designate an amount of accrued annual leave to be assigned to vacation time. The accumulated vacation leave shall not exceed 400 hours. All other accrued hours from the Annual Leave Program will be converted to sick leave.

**8.19.3 Educational Leave (Unit 3)**

- A. The State and the Union recognize the importance of Educational Leave. Each department may review the current departmental educational leave policy within 120 days of the ratification of this agreement. Each department will meet and confer with the Union on the impact of changes made in the current policy based upon the department's review. This policy will at a minimum contain: criteria for course approval, an appeal of denial mechanism to an individual other than the immediate supervisor of the individual making the denial and time specific application process for employees to request usage of education leave, and documented verification of successful completion of approved course work.
- B. The department head or designee may approve educational leave with pay to attend programs at accredited schools, colleges (including 2 year and 4 year), universities (including independent studies) or programs recommended by a Trade Advisory Council for the purpose of further instruction in subjects related to the employee's work assignment and/or achievement of departmental goals. Approved educational leave shall be granted for reasonable travel time, instructional/classroom time and required field work during regular work hours.

1. Only Unit 3 civil service employees in classes currently eligible for educational leave are eligible under this provision.
  2. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements, fiscal resources and availability of an appropriate substitute. A teacher/instructor whose written request for educational leave is denied shall be informed in writing of the reasons for such action within 14 calendar days. If an employee is denied education leave on three consecutive occasions he/she may request a review of the criteria upon which the leave was denied by a department head or designee.
  3. Eligible employees must have at least one (1) year of permanent full-time service in a classification which accrues educational leave before being granted such leave.
  4. Eligible employees will be credited with educational leave at a rate of 10 hours per month. Portions of months of service shall not be counted or accumulated.
  5. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
  6. The State will encourage the employee to utilize Educational Leave. When an employee eligible for educational leave is granted time off in accordance with Paragraph b. above, such time off shall be deducted from his/her educational leave balance.
  7. When on educational leave, employees shall retain their merit salary adjustment date, and shall receive credit for vacation, sick leave, educational leave, or any other benefit which would normally accrue during such work period.
  8. The Department of Personnel Administration shall provide by rule for the regulation, accumulation, and transfer of educational leave, and shall prescribe methods by which employees leaving the employment of one State agency and entering the employment of another State agency may receive proper credit for their accumulated educational leave.
  9. Requests under this Section shall not be unreasonably denied by the State nor shall employees make unreasonable requests to use education leave.
  10. An employee returning from educational leave shall have the right to return to his/her former position. Every reasonable effort will be made to return the employee to the same position.
- C. The State and the Union (parties) agree to support legislation implementing this agreement that would allow the conversion of educational leave into retirement service credit under the California Public Employees Retirement System (CalPERS). Upon the retirement of an employee, all accrued hours of educational leave would be converted to CalPERS service. This conversion shall be at the same rate of conversion as is presently done with sick leave. The proposed legislative language follows:
- Section 20963.1 is added to the Government Code, to read:
- Section 20963.1 Unused Education Leave for State Members.
- A State member, who is represented by Unit 3 and whose effective date of retirement is within four months of separation from employment of the State, shall be credited at his or her retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the board by the employer. The provisions of this Section shall be effective for eligible State members who retire directly from State employment on and after January 1, 2000, provided a memorandum of understanding has been agreed upon by the State employer and the recognized employee organization to become subject to this Section.
- D. This Section does not apply to the exempt employees of the Special Schools of the Department of Education and Librarians.

**8.19.15 Department of Developmental Services Vacation Scheduling System for Common Level of Care (LOC) Nursing Staff (Unit 15)**

- A. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to Bargaining Unit 15 (Hospital Worker), employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LOC employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-Client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.
- B. During the period of October 1 to October 31, all employees, without regard to Bargaining Unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

1. Vacation requests shall not exceed the employees' accrued vacation time balance at the time(s) the vacation(s) is taken.
  2. No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.
  3. During the above period, Management will not intervene to resolve conflicts in the vacation requests.
- C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidden, as determined by management, or the employee may bid on the remaining unbid vacation time.
- D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots. The calendar shall be posted on or about December 20 for the January/March quarter and by the 20<sup>th</sup> day of the last month of each quarter thereafter.
1. Program management shall maintain full and unabridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.
  2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.
  3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.
- F. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.
- H. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
- I. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

#### **8.20.1 Blood Donation Programs (Unit 1)**

Unit 1 employees who donate blood, plasma, platelets and other blood products to certified donation centers may be allowed reasonable release time without loss of compensation when donations are made either at or in close proximity to the work site. Donation verification shall be provided upon request.

#### **8.20.3 9-12, 10-12 and 11-12 Leave (Unit 3)**

- A. A department head may, upon request of an employee, grant a leave of absence:
1. Not to exceed 95 calendar days to permanent or probationary civil service employees or
  2. Not to exceed any three (3) pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees. These need not be consecutive pay periods. Such leaves shall be without pay for persons employed and paid under the provisions of DPA Regulation 599.666 and with deferred pay for persons employed and paid under the provisions of DPA Regulation 599.667.
- B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority and for computation of months of total State service to determine changes in the monthly credit for vacation or annual leave. For all other purposes, leaves of absence granted pursuant to this Section shall not be counted as qualifying service.
- C. All Unit 3 employees, except exempt teachers of the Department of Education, may request to utilize the 9-12, 10-12 or 11-12 plan.
- D. Affected departments will make every reasonable effort to grant 9-12, 10-12, 11-12 leave to qualified employees and 9-12, 10-12 or 11-12 leave plan requests shall not be unreasonably denied. Any denial will be accompanied by a reason in writing.

- E. An employee returning from 9-12, 10-12, or 11-12 leave shall have the right to return to his/her former position. Every reasonable effort will be made to return the employee to the same position.

#### 8.20.15 Department of Mental Health Vacation Scheduling (Unit 15)

- A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.
- B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one or two vacation period(s) for the upcoming calendar year as follows:
  - 1. For one vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.
  - 2. For two (2) vacation periods, each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) vacation days scheduled off during the vacation year, and any one-vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar. For the purpose of the Subsection, an employee's chosen vacation period may not exceed the employee's accrued vacation time balance at the time the vacation is to be taken.

- C. Beginning December 1, employees may select time off on a first-come first-served basis from the remaining posted dates. If such selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. For use of the personal holiday, such selection from the remaining posted dates shall be granted if made at least five (5) days in advance. Requests for time off with less than ten (10) calendar days notice may be granted. For the purpose of this Subsection, an employee may use vacation, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this Subsection, should two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.
- D. Employees who successfully bid a vacation during the period mentioned in Subsection D; October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period should the coinciding vacation dates be available. If there are no available posted dates which coincide with the employee's vacation period and the posted dates cannot be increased, the employee may choose one of the following:
  - 1. Bid another available vacation period; or
  - 2. Bump previously approved Unit 15 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
  - 3. Cancel the vacation.

Vacations scheduled under this Subsection shall be considered to be bid vacation.

- E. Time off under this Section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellation shall be in accordance with and in the order of the following:
  - 1. Volunteers;
  - 2. Time off requested after December 1, with the last request being the first cancelled;
  - 3. Bid vacation by inverse seniority.
- F. Nothing in the Section shall prevent the granting of time off in excess of the posting time off.
- G. Vacation calendars shall remain posted for the entire vacation year.
- H. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come first-served basis subject to Subsection (C).

#### 8.21.1 EDD Vacation Leave Policy (Unit 1)

Subject to operational needs, the time when vacation shall be taken by the employee, shall not be unreasonably denied. Employee vacation requests shall be submitted and granted or denied in writing in a timely manner. Vacations can only be canceled when unanticipated operational needs require it.

Effective with the first window period after ratification of the contract, an employee shall be granted annual vacation leave request(s) up to their annual accrual rate. All vacation leave taken during the calendar year shall be counted towards the amount of leave described in the previous sentence. Employees must have sufficient leave earned and available to cover the time requested, prior to beginning their vacation.

When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by EDD) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. After review of State service and departmental seniority a tie will be broken by lot. Vacation schedules, which have been established in a work unit, pursuant to the seniority provisions, shall not be affected by employee(s) entering the unit after the schedule has been established.

There are two periods during which vacation leave requests may be submitted:

1. A defined filing period.
2. Outside a defined filing period.

#### Defined Filing Period

Bargaining Unit 1, 4, 11, 15, 20 and 21 employees shall be offered the opportunity to submit vacation requests during a defined filing period which shall be the mid month of each quarter of the year. Quarters are defined as January through March, April through June, July through September, and October through December. Requests may apply to leave to be taken during any of the four (4) quarters following the quarter in which a request is filed.

Employees may submit their vacation leave requests during the first ten working days of the mid month of each quarter.

EDD management will, within fifteen working days after close of the filing period, post vacation leave approvals by work unit with an attached waiting list (if any) based on seniority. This information will be posted in a location accessible to employees. The waiting list shall be used to grant further vacation leave as operational needs permit.

When an employee who was granted vacation leave cancels that leave, or will not have sufficient leave credits to cover the leave, the first person on the waiting list, if any, shall be awarded that vacation leave time.

Once an employee's vacation request submitted during a filing period is approved, the employee cannot be bumped by a more senior employee submitting a request outside a filing period or making a request during a later filing period.

#### Outside a Defined Filing Period

An employee may request vacation at any time outside a defined filing period to cover unplanned or unanticipated needs for vacation leave. Such leave requests will be limited to leave to be taken prior to the end of the next quarter.

When an employee requests vacation leave outside a defined filing period, the employee's vacation leave request shall be granted on a first come, first served basis.

EDD management will notify an employee requesting vacation leave outside a defined filing period in a timely manner.

When two (2) or more employees request vacation for the same period on the same day, ties will be broken based upon seniority as defined above.

Vacation In Lieu of Sick Leave & Other Sections of the Personnel Management Handbook will be updated to reflect negotiated changes in the new contracts.

#### Expedited Grievance Procedure

EDD agrees to the following expedited grievance procedure for alleged violations of Article 8 - Leaves, Section 8.1(G) Vacation Leave. This procedure applies to Unemployment Insurance Call Centers, Tax Branch Call Centers, Adjudication Centers, and Disability Insurance Offices.

For the purpose of grievances filed pursuant to Section 8.1(G), Step 1 will be defined as the Director or designee. If the decision received is not satisfactory, the grievance may be appealed to DPA and will be subject to the arbitration procedure.

#### Vacation Information

EDD agrees to provide the following information for Unemployment Insurance Call Centers, Adjudication Centers and Disability Insurance Offices.

- A monthly report to CSEA showing the number of staff who worked and number of staff who used vacation, by Attendance Reporting Unit (ARU), by electronic mail.

- A posting of window period information will be available for inspection at each work site which will include:
  1. Vacation requests received;
  2. Time period(s) requested;
  3. Vacation requests denied; and
  4. Vacation requests granted.

An electronic report containing the above information, where available, will be provided to CSEA within 20 working days from the end of the window period. Where the information is not available in electronic format, EDD will provide this information by hard copy.

The number of vacation requests, by ARU, received outside the defined window period which are denied will be provided to CSEA by electronic report on a monthly basis. Information reported will only include vacation denials for requests in excess of eight hours.

## ARTICLE 9 – HEALTH AND WELFARE

### 9.1 Health Benefit Plans

#### A. Health Benefit Plans

##### 1. Health Program Description

###### a. Contribution Amounts

Effective January 1, 2002 through December 31, 2002, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- (1) The State shall pay up to \$190.00 per month for coverage for an eligible employee.
- (2) The State shall pay up to \$378.00 per month for coverage of an eligible employee plus one dependent.
- (3) The State shall pay up to \$494.00 per month for coverage of an employee plus two or more dependents. Effective January 1, 2003, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- (1) The State shall pay up to \$190.00 per month for coverage for an eligible employee, plus 2/3 of the January 1, 2003 CalPERS HMO, single-party (employee only) weighted average premium increase.
- (2) The State shall pay up to \$378.00 per month for coverage of an eligible employee plus one dependent, plus 2/3 of the January 1, 2003 CalPERS HMO, two-party (employee plus one dependent) weighted average premium increase.
- (3) The State shall pay up to \$494.00 per month for coverage of an employee plus two or more dependents, plus 2/3 of the January 1, 2003 CalPERS HMO, family (employee plus two or more dependents) weighted average premium increase.

The parties agree that \$5.8 million shall be applied to individual health enrollment amounts for employees in bargaining units 1, 3, 4, 11, and 15 for the months of January through June, 2003. The parties shall meet no later than July 1, 2002 to determine how the money will be shared by bargaining unit employees in applying the amount to individual health enrollments.

- b. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

##### 2. Health Benefits Eligibility

###### a. Employee Eligibility

- (1) For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

###### b. Permanent Intermittent (PI) Employees

- (1) **Initial Eligibility** – A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.

- (2) Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

- c. Family Member Eligibility

For purposes of this section, “eligible family member” shall be defined by the Public Employees’ Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State’s office in accordance with AB 26 (Chapter 588, Statutes of 1999).

## 9.2 Dental Benefit Plans

### A. Contribution Amounts

1. The State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.
  - a. The State shall pay up to \$30.70 per month for coverage of an eligible employee.
  - b. The State shall pay up to \$55.60 per month for coverage of an eligible employee plus one dependent.
  - c. The State shall pay up to \$81.38 per month for coverage of an eligible employee plus two or more dependents.
2. The employee will pay any premium amount for the dental plan in excess of the State’s contribution, except that the employee’s share of the cost shall not exceed 25 percent (25%) of the total premium.

### B. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

### C. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

### D. Coverage During First 24 Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service, during the 24 month qualifying period. However, if no alternative plan or prepaid plan is available within a 50-mile radius of the employee’s residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

## 9.3 Vision Benefit Plans

### 1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of \$10 for the comprehensive annual eye examination and \$25 for materials.

### 2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

### 3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

## 9.4 Rural Health Care Equity Program

Effective July 1, 2001, the State shall continue a Rural Health Care Equity Program for Bargaining Unit 1, 3, 4, 11 and 15 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The Department of Personnel Administration shall administer any fund involving Bargaining Unit 1, 3, 4, 11 and 15 members.

### 1. The program shall operate in the following fashion:

- a. The State shall contribute \$1500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code Section 22825.01.

- (1) For Bargaining Unit 1, 3, 4, 11 and 15 members payments shall be on a monthly basis.
  - (2) For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
- b. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
  - c. The money shall be available for use as defined in Government Code Section (GC) 22825.01.
  - d. A Rural Healthcare Equity Program will be established with a separate account for Bargaining Unit 1, 3, 4, 11 and 15 members, as one of several similar accounts.
  - e. Each Unit 1, 3, 4, 11 and 15 employee shall be able to utilize up to \$1500 per fiscal year, pursuant to GC section 22825.01, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b) is applicable here.
  - f. If an employee does not utilize the complete \$1500 pursuant to the procedures and limitations described in GC section 22825.01, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the \$1500, but again according to the procedures and limitations in the statute. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
    - (1) Any employee not in Bargaining Unit 1, 3, 4, 11 or 15 all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph 1(b). above.
    - (2) If an employee is entitled to less than \$25 under this paragraph, the money shall instead go into next year's fund pursuant to paragraph g hereafter.
  - g. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1500 as provided in GC section 22825.01 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the statute exceed \$1500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC 22825.01 and monies still remained in the pool.

#### **9.5 Employee Assistance Program**

- A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this section. Employees who are referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, nicotine, drug, or mental health treatment, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of all Employee Assistance Program Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.
- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

#### **9.6 Pre-Tax of Health and Dental Premiums Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and social security



taxes are deducted. Employees who choose not to have their out-of-pocket costs pretaxed, must make an election not to participate in this benefit.

#### **9.7 Pre-retirement Death Continuation of Benefits**

- A. Notwithstanding Government Code Section 22777, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental, and vision benefits for a period not to exceed 120 days beginning in the month of the employee's death. The surviving spouse or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

#### **9.8 Joint Union/Management Benefits Advisory Committee**

- A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.
- B. The committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the Department of Personnel Administration. The committee shall be co-chaired by a labor and management member.
- C. Union members on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
- D. The Department of Personnel Administration will provide necessary staff to support the committee.

#### **9.9 Presumptive Illness**

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal/OSHA regulations.

#### **9.10 Employee Injury on the Job**

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. If circumstances permit, the employee's personal choice of physician will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.
- B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.
- D. The State shall not use the Department of Industrial Relations Rating Bureau's Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

#### **9.11 Employee Injury or Disability**

Employees shall be eligible for Industrial and Non-Industrial Disability Leave as provided in Government Code Sections 19869 through 19885, except as provided in Section 9.12 (Non-Industrial Disability Insurance), Section 9.13 (Enhanced Industrial Disability Leave), and Section 9.17 (Industrial Disability Leave).

#### **9.12 Non-Industrial Disability Insurance**

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60 percent (60%) of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or

related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.

- C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital or surgical unit or licensed surgical clinic. Procedure rooms and doctor's offices are not included.
- D. If the employee elects to use vacation, annual leave, personal leave, or sick leave credits prior to receiving NDI payments, he/she is not required to exhaust the accrued leave balance.
- E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.
- F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100 percent (100%) of their regular "full pay." This does not qualify the employee for a new disability period under B. of this section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/her position.
- G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.
- H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- I. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights, which are not related to the denial of an individual's benefits.

### **9.13 Enhanced Industrial Disability Leave (EIDL)**

- A. An employee working in the Department of Corrections or in the Department of the Youth Authority who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee.
- B. An employee working in the Departments of Developmental Services, Mental Health, or Veterans Affairs, or in the Special Schools in the Department of Education who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing Industrial Disability Leave benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient, student, client, or member.
- C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.
- E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

- G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.
- H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

#### **9.14 FlexElect Program**

- A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by the Department of Personnel Administration. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.
- B. Employees who meet the eligibility criteria stated in subsection A. above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the FlexElect Program.
- C. The State shall continue its current practice on a cash option in the FlexElect Program.
- D. Permanent Intermittent employees are eligible to participate in the FlexElect Program as described in Article 18 of this Contract.

#### **9.15 Long-Term Care Insurance Plan**

- A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to the Department of Personnel Administration and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

#### **9.16 Temporary Disabled Employees**

- A. When an employee claims temporary disability from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.
- B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.
- C. Any disputes arising out of this section may only be appealed through the State Personnel Board's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

#### **9.17 Industrial Disability Leave**

- A. For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.
- B. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- C. The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.
- E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.

- F. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.
- G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

#### **9.18 Group Legal Service Plan**

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

#### **9.19.1 Enhanced Non-Industrial Disability Insurance (Unit 1)**

##### **Enhanced Non-Industrial Disability Insurance – Annual Leave**

- A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 8.1A.
- B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for the State employees who become disabled due to non-work-related disabilities as defined in Section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after July 1, 1999, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.
- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one full day. A full day is defined as a 24-hour period starting at midnight.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he or she is not required to exhaust the accrued leave balance.
- F. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.
- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed 100% of their regular "full pay." This does not qualify the employee for a new disability period under C. of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.
- H. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- J. All other applicable DPA laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes related to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

- M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in section 9.12.

### 9.19.3 Light Limited Duty Assignments (Unit 3)

- A. As part of a return-to-work program for employees, who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.
- B. Limited duty assignments will be administered in accordance with all the following criteria:
  - 1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
  - 2. When and where the State determines that the assignment provides needed services;
  - 3. When the employee can satisfactorily perform the work;
  - 4. When there is prognosis for improvement of the illness or injury;
  - 5. Maintaining safety shall be prime consideration prior to assigning limited duty.
- C. The duration of a limited duty assignment shall be up to 45 calendar days. At the State's discretion, a limited duty assignment may be extended up to 60 days when warranted under B. (1) through (5) above.
- D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.
- F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the State Personnel Board. Nothing in this Section shall be construed to contravene the State Personnel Board's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed to the State Personnel Board, the Department of Fair Employment and Housing, and/or the Employment Opportunity Commission.

### 9.19.4 Caltrans Life Insurance (Unit 4)

- A. In addition to the worker's compensation death benefit provisions of Labor Code Section 4702 and the approximate \$15,000 State death benefit provided Unit 4 employees, the Department of Transportation agrees to pay \$50,000 to the designated beneficiary of any Caltrans Unit 4 employee who is killed while assigned State duties in State highway right-of-way under the following conditions:
  - 1. The employee is hit by any motor vehicle, or part thereof, being operated in the right-of-way, and
  - 2. Payment of the worker's compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code Section 5705. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the \$50,000 to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this Section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to the Union upon request.

In the event of a dispute regarding appropriate designated beneficiaries, the Caltrans Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

### 9.19.11 Life Insurance (Unit 11)

- A. In addition to the benefit provisions of Labor Code Section 4702 otherwise applicable to Unit 11 employees, and the approximate \$15,000 State death benefit provided Unit 11 employees, the State agrees to pay \$50,000 to the designated beneficiary of:
  - 1. Any CalTrans Unit 11 employee, or

2. A Department of Food and Agriculture Plant Quarantine Inspector, or
3. A Department of Water Resources  
     Water Resources Technician I/II  
     Construction Inspector Technician Range A/B  
     Construction Inspector  
     Construction Supervisor I
4. And, any Public Utilities Commission employee.

Provided said employees in the above referenced groups (a) (1)-(4) are killed while assigned State duties in State highway or railroad right-of-way under the following conditions:

- a. The employee is hit by any motor vehicle or part thereof being operated in the right-of-way, and
- b. Payment of the Worker's Compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code Section 5705. The Department will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the \$50,000 to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this Section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to the Union upon request.

In the event of a dispute regarding appropriate designated beneficiaries, the Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

- B. The Air Resources Board shall maintain the life insurance policy currently in effect for Air Resources Field Representatives and Automotive Emissions Test Specialist assigned to the Heavy Duty Diesel Section.
- C. The State shall provide the Union with a copy of any changes in life insurance policies required under this Section.

#### **9.20.1 Payroll Protection Income Insurance/Long Term Disability Plan (Unit 1)**

The State currently offers a Group Disability and Payroll Protection Plan to managers, supervisors, confidential and excluded employees. In order to determine the feasibility of offering a plan to Unit 1 employees, the State agrees to provide required data to the existing carrier and shall provide the Union with a copy of the carrier's proposal/s.

#### **9.20.3 Enhanced Industrial Disability Leave (EIDL) State Special Schools (Unit 3)**

- A. An employee who loses the ability to work for more than 22 workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave Benefits. Such injury must have been directly and specifically caused by a student.
- B. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this Section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- C. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.
- D. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The Department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- E. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- F. This Section relating to EIDL will not be subject to the arbitration procedure of this Contract.

## ARTICLE 10 – HEALTH AND SAFETY

### 10.1 Health and Safety Commitment

The State is committed to providing a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

### 10.2 Health and Safety Committees

- A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.
- B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern.

These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety.

- C. Employees appointed to serve on the committee shall serve without loss of compensation.
- D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.
- E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

### 10.3 Occupational Hazards

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

### 10.4 Injury and Illness Prevention Programs

- A. Each department shall establish, implement, and maintain an Injury and Illness Prevention Program. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the Department of Personnel Administration level shall be final.

### 10.5 Emergency Evacuation Procedures

- A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the Department of Personnel Administration level shall be final.

### 10.6 Safety Equipment

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if they feel it may add to their overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

#### **10.6.15 Safety Goggles/Glasses (Unit 15)**

- E. The State will provide Bargaining Unit 15 employees safety goggles when required by the State. When the State concurs that an individual Unit 15 employee cannot wear safety goggles over prescription glasses, the State shall provide an initial pair of prescription safety glasses, including reasonable time off without loss of compensation for examination and fitting of the glasses.
1. Employees shall wear safety goggles or prescription safety glasses in accordance with instructions provided by the State.
  2. Safety goggles provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety goggles shall be held responsible for loss and/or damage to the safety goggles other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State-provided safety goggles or glasses.
- F. The State shall provide Bargaining Unit 15 employees safety-toed shoes/boots when required by the State. Safety-toed shoes/boots provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety-toed shoes/boots shall be held responsible for loss of and/or damage to the safety-toed shoes/boots other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State-provided safety-toed shoes/boots.

Employees shall wear safety-toed shoes/boots in accordance with instructions provided by the State.

#### **10.7 Protective Clothing**

- A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.
- B. "Protective Clothing" means attire, that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Contract is State-owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

#### **10.8 Medical Monitoring**

Medical monitoring programs shall be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and they will take into account the status of current technology and scientific recommendations for such programs, and the need for specified departmental programs.

#### **10.9 Hazardous Materials**

- A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.
- If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.
- B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exist:
1. The manufacturer is required under Labor Code Section 6390 to provide a MSDS;
  2. The employee is required to use/handle the substance; or
  3. It is necessary to update or otherwise train an employee in its use.

#### **10.10 Employee Restroom Facilities**

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

#### **10.11 Access to Work Areas 24 Hours**

- A. Upon request, employees in twenty-four (24) hour Facilities/Institutions who need keys will be provided keys.
- B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.



## 10.12 Personal Alarms

- A. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.
- B. Any institution currently providing such personal alarm devices will continue to do so.

## 10.13 Referral of Assault/Battery

- A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.
- B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate police agency.

## 10.14 Computer Work Stations

- A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union/Management Video Display Terminal Committee Report.
- B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.
- C. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:
  - 1. Glare screens;
  - 2. Document holders;
  - 3. Adjustable chairs;
  - 4. Adjustable keyboards, computer tables and supports;
  - 5. Foot and wrist rests;
  - 6. Telephone headsets.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on monitors and on terminal screens from windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.

- D. Upon request by the Union, the State agrees to meet to review any suggested revisions or additions to the State's Computer User's Handbook.

## 10.15 Assaultive Behavior

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

### 10.15.15 Professional Assaultive Response Training (Unit 15)

- A. The State shall provide Professional Assaultive Response Training for Unit 15 employees whose regular assignment involves the coordination and care of clients in Department of Developmental Services (DDS) and Department of Mental Health (DMH). Such training shall occur within a timely manner or in the case of a newly hired employee, within six (6) months of being hired.
- B. Upon request, other Unit 15 employees in DDS and DMH will be provided Professional Assaultive Response Training when space is available and arrangements can be made to relieve them of their regular duties.
- C. Such training will occur during Bargaining Unit 15 employees' regular work shift. However, departments may adjust the employees' work schedule to allow for their participation in the training.
- D. The Department of Education shall provide Professional Assaultive Response Training for all Unit 15 employees whose regular employment requires routine contact with students. Professional Assaultive Response Training involves training in

procedures primarily designed to alert employees to potential impulsive or aggressive behavior of students in the special schools. Such training shall occur prior to the termination of the school year.

#### **10.16 Workplace Violence Prevention**

- A. In order to provide a safe and healthy workplace for employees, the State agrees to meet with the Union to develop and implement "Workplace Violence Prevention" policies and programs.
- B. The State agrees to meet with the Union to develop a model Workplace Violence Prevention Program and make the program available to all departments.
- C. The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.
- D. Those Workplace Violence Prevention Programs and policies which have been adopted by departments and that meet the mutually agreed upon model program criteria to be established in subparagraph B. above will remain in effect during the term of this Contract.

#### **10.17 Independent Medical Examinations**

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.
- B. The purpose of such independent medical evaluations are not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.
- C. If the State, after the independent medical examination, determines that the employee cannot perform his/her normal work assignments, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

#### **10.18 Infectious Disease Control**

- A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.
- B. Training shall be provided for employees in the Departments of Health Services, Industrial Relations, Developmental Services, Mental Health, Rehabilitation, and the California Environmental Protection Agency whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.
- C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known, the State shall notify potentially exposed employees at the work site.
- D. Infectious Disease Control Training shall include, but not be limited, to blood borne and air borne diseases.
- E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Center for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

#### **10.19 Precautions Against Exposure to Bloodborne Pathogens**

- A. The Department of Corrections (CDC), Youth Authority (CYA), Mental Health (DMH), Veterans Affairs (DVA), and Developmental Services (DDS) shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notice issued by the Department of Labor, Department of Human Services, and guidelines issued by the Center for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.
- B. CDC, CYA, DMH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.
- C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.

- D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.
- E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.
- F. The departments will utilize the most up to date guidelines provided for the processing of laundry.
- G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.
- H. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.
- I. CDC, CYA, DMH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 Section 5193 of the California Code of Regulations.
- J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

#### **10.20 Remodeling/Renovations and Repairs**

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated, will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give not less than twenty-four (24) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000:
- E. Except in emergency situations, the Lessor shall give not less than twenty-four (24) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to Section 10.20 (Remodeling/Renovations and Repairs).

#### **10.21 Pest Control**

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least twenty-four (24) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For leased building not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000:

"Except in emergency situations, the Lessor shall give not less than twenty-four (24) hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to Section 10.21 (Pest Control).

#### **10.22 Smoking Cessation**

- A. The state will continue to provide smoking cessation programs consistent with prior Departmental practices.
- B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.

- C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

#### **10.22.11 Health and Safety Inspections (Unit 11)**

While it is recognized that periodic health and safety inspections are the responsibility of each facilities manager, each department may, upon request of the Union, conduct annual health and safety inspections of facilities with Unit 11 employees. Such inspections shall be made by the departmental Health and Safety Officer and/or a designee. A Union representative may accompany the Health and Safety Officer and/or a designee when conducting the inspections. The results of the inspections will be posted at each facility. This section is not subject to Article 6, Grievance and Arbitration Procedure.

#### **10.23.3 Temperature Controls (Unit 3)**

- A. The parties acknowledge the vital importance of the correctional education system in the Departments of Corrections and the Youth Authority. To maintain the effectiveness of this system, it is necessary to develop and implement policies that are conducive to maintaining and promoting the health/safety of the teachers, minimizing physical discomfort and maximizing educational opportunity for students in these programs.
1. The parties agree that within 90 days of the ratification of the Unit 3 agreement, a joint labor/management committee will be established, consisting of an equal number of Union and management members. The purpose of this committee will be to:
    - a. Review and/or develop current departmental and site specific policies and procedures.
    - b. Establish or revise temperature and air quality guidelines when mutually agreeable;
    - c. Develop policy implementation procedures which shall address air circulation, air quality and air conditioning needs.
  2. The parties further agree that management shall designate a representative at each institution/facility with whom an employee and/or Union representative may raise issues concerning air policy and procedure applications. Should an employee not be able to resolve their issues/concerns, he or she may file a grievance pursuant to the provisions of Section 6.13 (Health and Safety Grievances).

#### **10.23.11 Health and Safety Education and Training (Unit 11)**

- A. Where the State identifies a need, the State will provide health and safety information to all employees as a part of an on-going program of health and safety awareness and education. Such information may be reviewed and updated annually with input from the departmental Joint Union/Management Health and Safety Committee(s).
- B. Employees may request to receive additional job-specific health and safety training as needed and deemed appropriate by the State.
- C. Where Departmental Joint Union/Management Health and Safety Committee(s) have been formed, information regarding Health and Safety Education Training may be an appropriate topic of discussion in these meetings. The Departments agree to consider health and safety education and training recommendations issued by these joint committee(s).

#### **10.23.15 Laundry and Kitchen Temperatures (Unit 15)**

- A. At the request of the Union, State departments that maintain kitchens and laundries in which Unit 15 employees work, agree to meet to discuss alternative methods for resolving issues regarding temperature variance in kitchen and laundry work areas.
- B. The State shall comply with applicable regulations regarding temperature variance in kitchen and laundry work areas. Additionally, the department will consider and may alter the shifts of Unit 15 employees so that they are working fewer hours during the hottest parts of the day. As resources permit, existing ventilation, heat, and air cooling systems, including auxiliary equipment provided in the laundries and kitchens, shall be maintained by the State in good working condition.

#### **10.24.11 Health and Safety Incentive Award Program – DWR (Unit 11)**

- A. The Department of Water Resources will establish on a pilot basis, a Health and Safety Incentive Program, in the Division of Operations and Maintenance (O & M) field divisions.
- B. All permanent, full-time employees of the five (5) O & M field divisions will be eligible to participate in the program established for the division. The Department agrees to provide funding of awards for the program.
- C. The program is intended to encourage employees to work safely and reduce sick leave usage. Participation in this program is limited to employees working at the five (5) O&M field divisions. The management of O&M will develop criteria and guidelines for determining whether the awards will be in cash or in material goods. The criteria established will be discussed

with CSEA prior to implementing the program. Based upon the criteria implemented, awards will be given to employees who have established and maintained the best overall health and safety record.

- D. If a dispute arises over this Section 10.24.11 - Health and Safety Incentive Award Program - DWR), an employee may only file a complaint per Section 6, and the decision reached by the Director of DWR or designee shall be final. This Section (10.6) shall be effective upon enactment of legislation which clearly exempts this provision from the definition of "compensation" contained in Government Code Section 20022.
- E. The State reserves the right to cancel this program if such action is deemed to be in the best interest of the State. The State agrees to give affected employees and CSEA 30 days notice prior to canceling the program.

## ARTICLE 11 – SALARIES

### 11.1 Salaries

Effective July 1, 2003, all Unit 1, 3, 4, 11 and 15 classifications shall receive a general salary increase of five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

### 11.2 Salary Definitions

Units 1, 3, 4, 11 and 15 hereby agrees to support putting the following changes to Article 5. of the Department of Personnel Administration regulations into effect provided all bargaining units agree to the same.

As used in this Article, terms are defined as follows:

- A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect 5 percent increments between the minimum and the maximum salary rates. Each 5 percent shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate 5 percent for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two-steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two-steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

### 11.3 Timely Payment of Wages

- A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
  - 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;
  - 2. When a regular paycheck is late for reasons other than 1. above (e.g., AWOL, late dock), a salary advance of no less than 50 percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.
- B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
- C. This provision does not apply to those employees who have direct deposit.
- D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.
- E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office policies.

#### **11.4 Merit Salary Adjustments (MSA)**

- A. Employees shall receive annual merit salary adjustments (MSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the merit salary adjustment (MSA).
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

#### **11.5 Night Shift Differential**

- A. Unit 1, 3, 4, 11 or 15, employees who regularly work shifts shall receive a night shift differential as set forth below:
  1. Employees shall qualify for the first night shift pay differential of \$.40 cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 6 p.m. and 12 midnight.
  2. Employees shall qualify for the second night shift pay differential of \$.50 cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 12 midnight and 6 a.m.
- B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

#### **11.5.15 Shift Differential (Unit 15)**

- C. Unit 15 employees who regularly work shifts where four (4) or more hours of the regular scheduled work shift fall between 6:00 p.m. and 6:00 a.m., shall receive \$ .50 per hour.
- D. Shift differential payments are considered compensation for purposes of retirement.
- E. Shift differential pay will be included when computing benefits and/or additional compensation (i.e., overtime, lump sum payment, NDI, IDL, and EIDL).
- F. Unit 15 employees regularly assigned to work between the hours of 6:00 p.m. and 6:00 a.m. shall receive the shift differential for the designated hours during the periods of paid leave.

#### **11.6 Bilingual Differential Pay**

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

- A. Definition of Bilingual Position for Bilingual Differential Pay:
  1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.);
  2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
    - a. A direct public contact position;

- b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;
  - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
  4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
  5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

**B. Rate:**

1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of \$100 per pay period including holidays.
  2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
  3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
  4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$.58 cents per hour.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.
  - D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
  - E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
  - F. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.
  - G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
  - H. Work Week Group 2 employees will receive bilingual salary compensation for overtime hours worked.
  - I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
  - J. The bilingual differential pay should be included in the rate used to calculate temporary disability, Industrial Disability, and Non-Industrial Disability leave benefits.
  - K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

**11.7 Sustained Superior Accomplishment Awards**

Sustained Superior Accomplishment Awards shall not be considered "compensation" for purposes of retirement.

**11.8 Union-Management Committee on State Payroll System**

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system.

The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee. The Union may have one representative each from Bargaining Units 1, 3, 4, 11, and 15 who shall serve without loss of compensation.

#### **11.9 Recruitment and Retention Differentials**

- A. Upon approval by the Department of Personnel Administration, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.
- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the Department of Personnel Administration.
- D. Less than full-time permanent employees and permanent intermittent employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

#### **11.9.3 Recruitment and Retention Differentials (Unit 3)**

The State and the Union agree to the following general provisions for authorization of recruitment and/or retention differentials:

- A. Upon justification of need and approval by the Department of Personnel Administration (DPA), employees in Unit 3 classifications used by the Departments of Corrections, Developmental Services, Education, Mental Health, Rehabilitation, Veterans' Affairs, and Youth Authority may receive a recruitment and/or retention differential for specific positions, classifications, facilities, or geographic locations. Circumstances which may support the need for recruitment and/or retention differentials may include but are not limited to situations such as remote institutions/facilities which cannot recruit qualified staff, institutions/facilities where prevailing compensation provisions exceed those offered by the State, or classifications in high demand.
- B. The amount of recruitment and/or retention differential shall not exceed \$500 per month, and certification of available funding must be provided by the implementing department and approved by the Department of Finance.
- C. The State agrees to provide the Union with a minimum of 30 days' notice prior to implementation or discontinuance of a recruitment and/or retention differential, and to meet and discuss impact.
- D. Permanent employees who work less than full time (either on a Contract schedule or a 9/12, 10/12, or 11/12 schedule and permanent intermittent employees shall be eligible to receive approved recruitment and/or retention differentials. Payments for these employees shall be calculated on a pro rata basis.
- E. Recruitment and/or retention payments shall not be considered compensation for purpose of retirement contributions.
- F. All approved recruitment and/or retention differentials shall be initially authorized for a period of 12 months and may be renewed for additional 12-month periods.

#### **11.10 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons**

- A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, Department of Corrections, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.
- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, there will be no pro rata payment for those months at either facility.
- C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.



- G. Employees on IDL shall continue to receive this stipend.
- H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.
- I. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

#### 11.11 Deferred Compensation Plans

Employees are to be included in the State of California, Department of Personnel Administration's, 401(k) and 457 Deferred Compensation Programs. Eligible employees under IRS Code Section 403(b) will be eligible to participate in the 403(b) Plan.

#### 11.12 Tax Deferral of Lump Sum Leave Cash Out Upon Separation

- A. To the extent permitted by federal and state law, effective January 1, 2002 (or no later than four months following ratification of this Contract by both parties) employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than 60 days prior to his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).
- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing plan document (which may at the State's discretion be amended from time to time), and applicable federal and State laws, rules and regulations.
- F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

#### 11.12.4 Institutional Worker Supervision Pay Differential (Unit 4)

- A. Effective July 1, 1992, Bargaining Unit 4 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall, subject to the approval of the Department of Personnel Administration, receive a pay differential of \$180 per qualifying pay period.
- B. Effective January 1, 1994, Bargaining Unit 4 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall, subject to the approval of the Department of Personnel Administration, receive a pay differential of \$190 per qualifying pay period.
- C. The pay differential shall not be subject to PERS deductions for either the employee or the State.
- D. The pay differential shall be pro-rated for less than full-time employees.
- E. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate NDI or lump-sum vacation, sick leave, and excess hours due to fluctuating work schedules.
- F. Upon promotion to a higher classification in State service, an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus Supervision of Inmates/Wards/Resident Workers Pay Differential rate) to compute the appointment rate.
- G. Alternate Range 40 compensation shall be discontinued effective July 1, 1992.
- H. Employees who received an AR 40 which is greater than the amount specified in paragraph A. above (when added to the employee's salary) shall receive a plus adjustment equal to the difference between the AR 40 adjustment and the Institutional Worker Supervision Pay (IWSP). This adjustment shall continue until such time as the employee's adjusted base salary plus

the IWSP equals or exceeds the employee's salary with AR 40. It is understood that should the employee's base salary be reduced, the amounts of the AR 40 adjustment and plus adjustment would also be reduced.

#### **11.12.11 Climbing Pay (Unit 11)**

##### **A. Air Resources Board**

Air Resources Board employees who are required to climb using hands and feet to the sampling point of smoke stacks or storage tanks at a height of 30 feet upward or more shall receive an hourly differential of \$10.00 per actual climbing hour. Said employees may be required to successfully complete training prescribed by ARB as a condition of employment in positions requiring climbing.

##### **B. Caltrans and Department of Water Resources**

Caltrans and Department of Water Resources employees who are required to climb using climbing equipment, and employees of the same departments who are required to hold backup safety lines for climbers, shall receive an hourly differential of \$10.00 per actual climbing hour using climbing equipment or holding backup safety lines. Said employees may be required to successfully complete training prescribed by their respective departments as a condition of employment in positions requiring climbing or securing backup safety lines.

##### **C. Department of Conservation**

Department of Conservation employees who are required to climb using climbing equipment to earthquake sensor attachment points shall receive an hourly differential of \$10.00 per actual climbing hour using climbing equipment.

D. Employees who satisfy the criteria contained in Section 11.12(A), (B), and (C) will receive a minimum of one hour of climbing pay for any amount of climbing during the first hour of each day. Additional time spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.

E. The differential shall: (1) not be prorated; (2) not be subject to a qualifying pay period; (3) be applicable to all time bases and tenure; and (4) not be subject to PERS deduction.

#### **11.13.1 Institutional Worker Supervision Pay Differential (Unit 1)**

A. Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall be subject to the approval of the DPA, receive a pay differential of \$325 per qualifying pay period. This differential shall be called Institutional Worker Supervision Pay (IWSP).

B. The pay differential shall not be subject to PERS deductions for either the employee or the State.

C. The pay differential shall be pro rated for less than full-time employees.

D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate NDI or hump sum vacation, sick and excess hours due to fluctuating work schedules.

E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.

F. To implement the change from AR40 to the IWSP differential, a red circle rate will be authorized where the employee's IWSP differential is greater than the employee's base salary plus IWSP. The red circle rate will equal the difference between the two described pay levels. The red circle rate concept shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR40.

#### **11.13.3 Special Salary Adjustment (Unit 3)**

Effective January 1, 2002, an additional salary step of 5% shall be added to all BU 3 classes as follows:

1. All BU 3 Civil Service classes shall have the additional step added at the top step of the highest salary range for each class.
2. All BU 3 classes at the Department of Education Special Schools, shall have the additional step added at the top of existing salary ranges.

These salary steps shall be calculated by multiplying the current top steps of the existing eligible salary ranges by 1.05. Employees at the old maximum salary rate for twelve (12) qualifying pay periods or more shall move to the new maximum salary rate.

Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date. Qualifying service towards the twelve qualifying pay periods shall be in accordance with DPA Rules 599.1(b) and 599.687.1.

**11.13.4 Out-of-State Pay Differential (Unit 4)**

- A. Employees who are headquartered out of State shall receive an out-of-State pay differential of \$346 per month.
- B. Less than full-time employees shall receive the differential on a pro-rata basis, based on their reduced time base.

**11.13.11 Out-of-State Pay Differential (Unit 11)**

Employees in the classifications listed below, who are out of state on a long-term assignment, shall receive an out-of-State pay differential as follows:

<b>SCHEMATIC CODE</b>	<b>CLASS CODE</b>	<b>TITLE</b>	<b>PAY DIFFERENTIAL</b>
GY10	3390	Assistant Steel Inspector	\$465 per month
HB40	3462	Electrical Construction Inspector	\$465 per month
UA40	8025	Disaster Assistant Programs Specialist I	\$465 per month
UA45	8030	Disaster Assistant Programs Specialist II	\$465 per month
UC30	8079	Disaster Assistant Programs Specialist II	\$465 per month
HB70	3468	Mechanical Construction Inspector	\$465 per month
GY20	3389	Structural Steel Inspector (Non-Destructive Testing)	\$465 per month
GX90	3387	Associate Steel Inspector	\$465 per month
HB30	3461	Electrical Construction Supervisor I	\$465 per month
HB60	3466	Mechanical Construction Supervisor I	\$465 per month
HA60	3449	Construction Inspector	\$465 per month
HA50	3443	Construction Supervisor I	\$465 per month
GP30	3043	Water Resources Technician II	\$465 per month
GP20	3042	Water Resources Engineering Associate	\$465 per month

**11.13.15 Institutional Worker Supervision Pay Differential (Unit 15)**

- A. Bargaining Unit 15 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall be subject to the approval of the Department of Personnel Administration, receive a pay differential of \$190.00 per qualifying pay period.
- B. Effective January 1, 2002, the pay differential shall be subject to CalPERS deductions for the purpose of retirement contributions.
- C. The pay differential shall be pro rated for less than full-time employees.
- D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate NDI or lump-sum vacation, sick and extra leave benefits.
- E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.

**11.14.1 Out-of-State Pay Differential (Unit 1)**

- A. Employees who are headquartered out of State or who are on permanent assignment to travel at least 50 percent of the time out of State shall continue to receive an out-of-State pay differential of \$346 per month.
- B. Less than full-time employees shall receive the out-of-State pay differential on a pro-rata basis based upon their reduced time base.

**11.14.3 184 Day Year Study (Unit 3)**

The State and the Union agree to establish a Joint Labor/Management Committee to study the viability of establishment of a 184 day year for BU 3 teaching positions at the California Department of Corrections (CDC), the California Youth Authority (CYA), and the Departments of Developmental Services (DDS) and Mental Health (DMH), and Department of Rehabilitation (DOR). The Committee will be comprised of five (5) BUNC members or their designees and five (5) management members and the labor members shall attend Committee meetings without loss of compensation. It is further agreed that the Committee will begin work no later than January 15, 2002 and will meet at least two days each month. Not later than 7/1/02, the Committee will present its work to date to the DPA Director, Department of Finance and Directors of impacted departments to request specific input and information as to fiscal concerns and potential barriers to implementation. The Committee shall make recommendations in a written report that shall be presented to Director of the Department of Personnel Administration no later than January 15, 2003.

**11.14.4 Recruitment and Retention Differentials – Account Clerk Series – Department of Corrections (Unit 4)**

A. Upon approval by the Department of Personnel Administration, the Department of Corrections may provide recruitment and retention differentials to Unit 4 employees as follows:

1. Either up to \$200.00 per month (monthly differential), or
2. Up to \$2,400.00 per year (annual payment).

These differentials may be authorized for specific Unit 4 classifications in specific geographic locations or facilities based on the needs of the State.

B. When the annual payment is authorized, employees must complete twelve (12) consecutive qualifying pay periods in order to receive the annual payment. No payment, nor pro-rata share of the payment, shall be given if the employee separates or is discharged from State service, is rejected on probation, or voluntarily transfers to another location where the differential is not authorized. Time spent on NDI does not count as a qualifying pay period.

If an employee who is receiving a monthly differential transfers to a location where the differential is not authorized, the differential shall be discontinued.

C. Part-time and intermittent employees shall receive a pro-rata share of the annual recruitment and retention differential based on the total number of hours worked during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro-rata share of the monthly differential based on a total number of hours worked within the monthly pay period.

D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

E. It is understood by CSEA Local 1000 that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

F. Classifications which are eligible for this differential include:

CLASS	SCHEMATIC CODE
(1) Account Clerk II	CU70
(2) Accounting Technician	CU80
(3) Senior Account Clerk	CU60

G. It is understood by the parties that this provision is designed to address recruitment and retention problems that exist in specific classifications at individual facilities, and that the decision to implement such a differential rests solely with the State.

**11.14.11 Commercial Driver’s License Differential (Unit 11)**

A. Caltrans and Department of Water Resources

Full-time, part-time or limited-term employees assigned to a Caltrans or Department of Water Resources (DWR) position requiring regular operation of vehicles which require a Class A or B Commercial Driver’s License (CDL) shall receive a differential of \$155.00 for each qualifying pay period in which they are subject to performing these duties.

B. Department of Fish and Game

1. The Department of Fish and Game (DFG) shall pay a differential of \$155.00 for each qualifying pay period to employees holding a Class A or B Commercial Driver’s License (CDL) who:

- a. Are full-time employees, and

- b. Hold a Class A or B CDL, with appropriate endorsement(s) and medical examiner's certificate required by the Department of Motor Vehicles, and
  - c. Are assigned to a DFG-designated position requiring regular operation of vehicles for which a Class A or B CDL is required.
2. The DFG shall annually identify the positions referenced in Section B(1)(c) above and in so doing, will identify the appropriate CDL and endorsement(s) required for the position. Assignment of employees to these positions shall be at the Department's discretion. Once positions have been designated, the positions shall not be undesignated prior to the next annual review unless there is a clear, articulable reduction in operational need such that the position would be rendered unnecessary. If DFG determines that a position should be undesignated outside the annual review process, the union shall be notified and afforded an opportunity to discuss the action. Positions undesignated outside of the annual review process shall be subject to the formal grievance procedure. Otherwise the provisions of this subsection (B)(2) are neither grievable nor arbitrable.
  3. Employees shall be designated to receive this differential in the first qualifying pay period in which they have been assigned driving duty and will then be subject to the normal annual review process thereafter.
  4. An employee whose required CDL and/or endorsement(s) is/are revoked or not renewed for any reason, or who is not operating vehicles satisfactorily, or who lacks the proper skill or qualifications to operate the subject vehicles at the worksite, may be subject to administrative transfer:
    - a. Out of the position within which the differential is paid, or
    - b. To a position not requiring the possession of a CDL, and will no longer be eligible for payment of the differential.
  5. The Union recognizes that the differential will not be paid to incumbents in those classes in which the State Personnel Board specification identifies possession of a CDL as part of the minimum qualifications of the class.
  6. Notwithstanding classification specifications, employees receiving the differential can be required to operate vehicles as deemed necessary by the Department. This provision is neither grievable nor arbitrable.
  7. Subject to all of the provisions in subsections (B)(1-5), part-time employees, including seasonals shall be eligible for payment of the differential on a pro-rata basis.

**11.14.15 State Special Schools - Ten Month Compensation Agreement (Unit 15)**

The Special Schools in the Department of Education shall use the following work schedule policy for permanent, full-time Bargaining Unit 15 employees that are scheduled to work a ten (10) month school year.

- A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by State Personnel Board Rule 9) to permanent, full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary and program considerations are those which are mandated by the Legislature, Governor, or Superintendent of Public Instruction. This means that these employees may be scheduled either for work, CTO, holiday credits, paid or unpaid leave; so, that when all of these are considered in total for the year each employee at the California School for the Deaf and California School for the Blind receives a minimum annual compensation equivalent to approximately 1,734 hours of the employee's regular (straight-time) rate of pay. Employees at the Diagnostic Schools for Neurologically Handicapped Children will receive a minimum annual compensation equivalent to approximately 1,934 hours of the employees' regular (straight-time) rate of pay based upon their 25 day extended work year. The Special Schools may provide an annual compensation greater than 1,734 hours, (1,934 hours for Diagnostic School for Neurologically Handicapped Children employees) subject to budgetary and program considerations. If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly.

During recess periods, the Special Schools may utilize any combination of work, training, vacation, CTO or unpaid leave (including dock.) Priority consideration will be given first to regular work assignments, second to training, and third to work not associated with their normal duties. It is understood by both parties that regular work, work not associated with their normal duties, and training may not be available. Employees may request training that enhances the Special School program.

- B. Employees covered by this Agreement:

May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 15 contract vacation leave provision.

Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods. However, the minimum annual compensation (1,734 or 1,934 hours) shall be reduced by the time utilized.

Sections B. (1) and (2) shall apply to permanent, part-time employees on a pro-rata basis.

The seventy (70) hours of vacation leave credit (and pro-rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.

- C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses. On site and/or offsite training may be made available to Bargaining Unit 15 employees during school break when students are not present. The parties agree to meet and discuss regarding the types of training that will be made available to State Special School employees within ninety (90) days from the date this contract is ratified.
- D. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Agreement are met.
- E. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g., CTO or vacation) or place employees on unpaid leave (including dock). During recesses it is the intent of the Department that all employees covered by this Section shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.
- F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.
- G. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation, CTO, personal holiday or holiday credit in July and a minimum of two (2) days of work, training, vacation, or CTO in August.

#### **11.15.1 Top Step Rounding (Unit 1)**

Top Step Rounding: Classes shall be adjusted to reflect 5 percent increments between the minimum and maximum salary rates. Each 5 percent shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate 5 percent for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.

#### **11.15.4 Dictaphone Differential (Unit 4)**

- A. Full-time employees in the classification of Office Assistant (Typing) in positions where the transcription of dictation from a dictating machine is done regularly, constitutes the employee's main assignment, and occupies the largest portion of the employee's time, shall receive a dictaphone differential as follows:
  - 1. Employees in Ranges A, B and C shall receive \$74.00 per month.
  - 2. Employees in Range D shall receive \$90.00 per month.
- B. Less than full-time employees shall receive the dictaphone differential on a pro-rata basis according to the employee's reduced time base.

#### **11.15.11 Water Treatment Plant Differential (Unit 11)**

- A. Water Resources Technicians I and II employed at Department of Water Resources (DWR) water treatment plants, who are required by DWR to possess licenses and/or certificates pertaining to water treatment plant operation, shall receive a five (5) percent differential. The differential shall be included when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.
- B. Water Resources Technicians I and II who are employed at Department of Water Resources (DWR) water treatment plants who are required by DWR to obtain a license and/or certificate pertaining to water treatment plant operation, and who successfully complete the examination for the same, shall be reimbursed for application, examination and renewal fees. Said employees shall be given a reasonable amount of time off work without loss of compensation to take licensing and/or certification examinations, provided the examination is on a scheduled work day and the employee gives his/her supervisor reasonable advance notice of the need to take time off.
- C. Water Resources Technicians I and II who are required to possess a license or certificate pertaining to water treatment plant operations who fail to obtain or maintain a license or certificate, may be voluntarily or involuntarily transferred into another position or classification.
- D. This section shall be subject to the grievance procedure up to and including the third level of review. It shall not be subject to arbitration.

### 11.16.1 Bay Area Recruitment and Retention Pay Differential (Unit 1)

Upon appointment to a position in one of the following classifications in an eligible county, employees shall receive a five (5) percent pay differential. If an employee transfers out of an eligible location or classification the differential shall be rescinded.

The State may extend these provisions to employees already in these classifications in eligible counties, and if an incumbent transfers out of an eligible location or classification the differential shall be rescinded.

#### Eligible Counties

Alameda  
San Francisco  
San Mateo  
Santa Clara

#### Eligible Classifications

1579 Associate Programmer Analyst (Specialist)  
1470 Associate Information Systems Analyst (Specialist)  
1585 Associate Systems Software Specialist (Technical)  
1581 Staff Programmer Analyst (Specialist)  
1312 Staff Information Systems Analyst (Specialist)  
1587 Systems Software Specialist I (Technical)  
1583 Senior Programmer Analyst (Specialist)  
1337 Senior Information Systems Analyst (Specialist)  
1373 Systems Software Specialist II (Technical)  
1367 Systems Software Specialist III (Technical)

The differential provided for by this Section shall not be subject to PERS deductions, and it will not be included when calculating any overtime compensation otherwise provided for by this contract.

### 11.16.11 Special Salary Adjustments (Unit 11)

Effective July 1, 2001, the following classes shall receive a special salary adjustment of 5.0 percent. All employees in the classes shall be entitled to the 5.0 percent. The increase shall be calculated by multiplying the employee's salary rate by 1.05 and rounded to the nearest dollar. Employees shall retain their salary anniversary date.

<u>Schem</u> <u>Code</u>	<u>Class</u> <u>Code</u>	<u>Class Title</u>	<u>Compensation</u> <u>From</u>	<u>Compensation</u> <u>To</u>
GY20	3389	Structural Steel Inspector (Nondestructive Testing), Range A	\$3831-4655	\$4023-4888
GY20	3389	Structural Steel Inspector (Nondestructive Testing), Range B	\$4223-5133	\$4434-5390
GY20	3380	Lead Structural Steel Inspector	\$4435-5390	\$4657-5660

### 11.17.1 Arduous Duty Differential for FLSA Exempt Employees (Unit 1)

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and responsibilities which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property).

Requests for arduous pay shall be made to the Department of Personnel Administration on a case-by-case basis by the employing department. The Department of Personnel Administration shall evaluate said requests based on whether it satisfies all of the following:

#### 1. Nonnegotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

#### 2. Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment.

Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

3. Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

4. Work Involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than 12 to 14 days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

5. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

DPA decisions to deny arduous pay shall not be subject to the grievance or arbitration provisions of this agreement.

The differentials shall be \$300 per work week, up to \$1200 total per pay period. Any work week that overlaps months should be counted in the month that the work week ends. An employee may be paid: \$300, \$600, \$900 or \$1200 per pay period.

**11.17.11 Diving Pay (Unit 11)**

- A. This section shall apply to Unit 11 employees who are certified to dive by an organization recognized by the State, and required to dive by their appointing authority.
- B. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of \$12.00 per diving hour.
- C. New classifications may be approved for diving pay subject to agreement between the Department of Personnel Administration and the Union.

**11.18.1 Classification Studies (Unit 1)**

- A. The State shall conduct a classification study of the classes listed below, to determine if the duties currently being performing are appropriate for the class or for another classification:

CODE	TITLE
8450	Genetic Disease Specialist I
8451	Genetic Disease Specialist II
8452	Genetic Disease Specialist III

Upon completion of the study, the State shall provide the Union with a copy of the study. The State shall meet and confer with the Union regarding the salary, including appropriate differentials and any other appropriate terms and conditions of employment. The State shall complete the study by nine months from the effective date of the contract.

- B. The State shall conduct a classification study of the classes listed below, to determine if the duties currently being performed are appropriate for the class or for another classification:

CODE	TITLE
4286	Investigative Auditor, Alcoholic Beverage Control
9070	Investigative Auditor II, Department of Food and Agriculture
4203	Investigative Auditor II, Department of Justice



- 9071 Investigative Auditor III, Department of Food and Agriculture
- 4215 Investigative Auditor III, Department of Justice
- 4224 Investigative Auditor IV (Specialist), Department of Justice

Upon completion of the study, the State shall provide the Union with a copy of the study. The State shall meet and confer with the Union regarding the salary, including appropriate differentials, and any other appropriate terms and conditions of employment. The State shall complete the study by three months from the effective date of the contract.

- C. The State shall conduct a classification study of the classes listed below, to determine if the duties currently being performed are appropriate for the class or another classification:

CODE TITLE 5157 Staff Services Analyst (General) 5393 Associate Governmental Program Analyst Upon completion of the study, the State shall provide the Union with a copy of the study. The State shall meet and confer with the Union regarding the salary, including appropriate differentials, and any other appropriate terms and conditions of employment. Notwithstanding the duration of this contract, the State shall commence the study no later than March, 2003 and the study shall be completed no later than January, 2004.

- D. The State shall conduct a classification study of the classes listed below, to determine if the duties currently being performed are appropriate for the class or another classification:

CODE	TITLE
4689	Recycling Specialist I
4690	Recycling Specialist II
4696	Recycling Specialist III

Upon completion of the study, the State shall provide the Union with a copy of the study. The State shall meet and confer with the Union regarding the salary, including appropriate differentials, and any other appropriate terms and conditions of employment.

**11.18.11 Long Term Differential (Unit 11)**

- A. This applies to employees who otherwise qualify for long term per diem pursuant to Article 12, Business and Travel Expenses. Employees receiving the differential provided for in this section shall not receive long term per diem.

Employees who are assigned in writing to Long Term Assignments (LTA) for more than one year (365 days) at the outset of their assignment letter and who otherwise qualify for long term per diem shall receive monthly pay differential in lieu of long term per diem for meals and receipted lodging.

- B. To qualify for the LTA monthly differential, affected employees shall be required to submit receipts as proof that actual lodging expenses were incurred.
- C. The LTA monthly differential will be paid for a period starting the first day of the actual assignment and will end the last day of the assignment. The monthly differential shall be pro-rated for months in which the LTA begins or ends in the middle of the month.
- D. The LTA monthly differential shall be \$1,800.00.
- E. Long Term Differential Pay shall not be added to the base pay for purposes of calculating such things as overtime.
- F. Long Term Differential Pay shall not be considered compensation for purposes of retirement contributions.

**11.19.1 California State Lottery Sales Incentive Bonus (Unit 1)**

The California State Lottery (CSL) reserves the right to manage the variety and quantity of Scratchers products offered for sale in order to stay within its budgetary and legal mandates.

Additionally, the CSL reserves the right to evaluate the efficiency and effectiveness of new gaming methods, techniques, equipment and software, as well as new gaming products and sales aids, through tests or pilot programs. The time duration for the tests and/or pilot programs may vary. Pilots/tests shall be implemented at the beginning of a quarter unless a budgetary or legal reason exists in which case the pilot/test may be implemented mid-quarter. The CSL will meet and discuss the impact of a test prior to implementation, upon Union request.

Employees appointed to the CSL classifications of District Sales Representative (DSR) and Key Accounts Specialist (KAS) are eligible to receive a sales bonus based on achievement of sales in the following three product lines: Scratcher products; On-Line products; and a Target Game which shall be designated by the Director or designee.

The following provisions shall govern the program:

- A. Prior to the beginning of each new quarter, the CSL Director or designee shall announce a statewide sales goal for each of the three product lines identified above. Individual achievement of quarterly sales goals for each territory or account list is measured against the established quarterly CSL statewide sales goal for each of the three product lines. The sales bonus for eligible employees is based on sales achievement in each of the three product lines. Scratcher product sales are defined as only those ticket packs that have been financially settled by retailers.
- B. The CSL Sales Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales.

The "market share" of each sales area is the percentage contribution of the territory or account list to actual statewide sales during quarter ending one quarter prior to the goal quarter, also identified as the "quarter before last".

Example: The goal for quarter 1 of FY 1999/00 is based on the market share from quarter 3 of FY 1998/99.

- C. Each product line is allocated a percentage of the total award dollar with each level as follows: Scratchers product 70 percent; Target Game product 20 percent; and On-Line product 10 percent. Upon completion of each quarter and a qualifying period, if a territory or account list achieves at least a Level 1 sales goal in any product line, the employee receives the appropriate percentage of the total award attributable to that product for the level achieved. With a qualifying period, the employee is eligible to attain an award for each of the three product lines.
- D. "Target Game" is that game identified and designated by the Director (CSL) or designee to receive special promotional emphasis. Target Game sales shall be excluded from the goal and achievement of other product lines.

If a Target Game is not designated, the Director or designee shall redirect the Target Game percentage to the other remaining product lines.

- E. If the CSL deems it necessary to adjust one or more of the bonus level percentages, it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.
- F. A Joint Labor/Management Sales Incentive Committee shall be established. The Committee shall meet quarterly to study the percentage distribution of bonus achievement. The Committee shall be comprised of an equal number of representatives from labor and management, not to exceed a total of ten (10) members. The Committee shall provide periodic recommendations to the Director regarding this subject. The Committee shall be abolished on June 30, 2003 unless extended by mutual agreement.
- G. Bonus levels and corresponding dollar awards attributable to each level are listed below:

<b>Bonus Level</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
<b>% of Sales</b>				
<b>Goal Achieved</b>	<b>102%</b>	<b>105%</b>	<b>108%</b>	<b>112%</b>
<hr/>				
<b>District Sales Representative (DSR) Maximum Bonus Award</b>	<b>\$1,100</b>	<b>\$1,600</b>	<b>\$2,100</b>	<b>\$3,200</b>
(70%) Scratcher Product	\$ 770	\$1,120	\$1,470	\$2,240
(20%) Target Game	\$220	\$320	\$420	\$640
(10%) On-Line Product	\$110	\$160	\$210	\$320
<b>Key Account Specialist (KAS) Maximum Bonus Award</b>	<b>\$1,600</b>	<b>\$2,100</b>	<b>\$2,850</b>	<b>\$3,950</b>
(70%) Scratcher Product	\$1,120	\$1,470	\$1,995	\$2,765
(20%) Target Game	\$320	\$420	\$570	\$790
(10%) On-Line Product	\$160	\$210	\$285	\$395

H. Each eligible employee described in Subsections H(2) through H(8) shall be required to work a qualifying period to be eligible for bonus.

1. A qualifying period is defined as actually working in a territory or actually working an assigned account list a minimum of sixty-five percent (65%) of actual available work days in a thirteen-week (13) quarter excluding holidays and weekends.

Formula: 13 weeks (91 days) less weekends (26 days) times 8 hours a day less holiday hours times 65% equals a qualifying period.

Example: A qualifying period in a quarter with no holidays equals 65 days; a qualifying period in a quarter with one holiday equals 64 days.

2. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.

3. An intermittent employee who works a qualifying period and who works in a single territory during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.

4. An intermittent employee who works a qualifying period and who works in more than one territory in a single district during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter.

5. An intermittent employee who works a qualifying period and who works in more than one territory and in more than one district in either the North or South region during the quarter is eligible for the appropriate level bonus achieved by that region during that quarter.

6. An intermittent employee who works a qualifying period and who works in more than one territory in both the North and South regions during the quarter is eligible for the appropriate level bonus achieved by the State during that quarter.

7. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product line during the quarter is eligible to receive a percentage of the bonus dollar amount for that level consistent with the time base. The qualifying period as defined in Subsection H(1) is prorated to the time base.

8. An employee appointed to a limited-term or retired annuitant position of DSR or KAS shall be eligible to participate in this program consistent with the criteria established for full-time or intermittent employees.

I. Bonus payments shall be made within sixty (60) days after the quarter ends.

J. Bonus awards paid pursuant to this Section are excluded from compensation for retirement purposes.

K. Bonus awards paid pursuant to this Section are considered compensation for taxation purposes.

L. This Section shall be grievable only to Step 2 of the grievance procedure (Director, California State Lottery).

#### **11.19.11 DNA Pay Differential – Department of Justice (Unit 11)**

A. The parties agree that Laboratory Technicians (Criminalistics) working in the Bureau of Forensic Services at the Department of Justice shall receive a \$300 per qualifying pay period differential if they meet the following criteria:

1. They are assigned to a DNA Laboratory or DNA Unit in the Bureau of Forensic Services and their principal duties include DNA analysis, method development, training, or oversight and review of DNA work; and,
2. They meet the DNA Advisory Board qualifications (education and experience) for a DNA analyst (casework or data bank) or technical leader.

B. The differential shall be considered when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.

C. Selection and removal from assignments that qualify for the DNA differential shall be at the discretion of the Department of Justice. Employees removed from said assignments will be given 30 calendar days advance notice before the differential is discontinued, unless the change is initiated by the employee.

#### **11.20.1 California State Lottery Business Building Incentive (BBI) Program (Unit 1)**

This provision is effective following ratification by both parties.

A. The objective of the Business Building Incentive (BBI) program shall be to add new and viable Lottery retailer locations. A new retailer location is one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.

- B. The Lottery Director or designee shall identify a "product game" that shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.
- C. The classifications of District Sales Representative (DSR) and Key Account Specialist (KAS) shall be eligible for the incentive award.
- D. For each new qualifying retailer location, the employee shall receive an incentive award of \$250.
- E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer's qualifying period.
- F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in Subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.
- G. Program criteria: In addition to specific criteria for the BBI product game determined by the CSL Director or designee the following program criteria shall be met:
  - 1. A new retailer shall be one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
  - 2. A qualifying retailer shall be located within the employee's regularly assigned territory or on the employee's regularly assigned account list at the date of activation.
  - 3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.
  - 4. If the retailer location is re-assigned during a qualifying period from one DSR's regularly assigned territory to another DSR's regularly assigned territory or from one KAS's regularly assigned account list to another KAS's regularly assigned account list, or if the employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).
  - 5. Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.
- H. Terminal Malfunction: Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or "the G-Tech" line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days. Extensions shall be approved by the CSL Director or designee.
- I. Game Termination: A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a retail location meets the criteria established for the game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within 120 days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice and an opportunity, upon request, to meet and discuss the impact of this action.
- J. The employee shall submit a discrepancy correction for a bona fide retailer within 90 days of the retailer activation. Discrepancies not submitted within the stated period will not be eligible for bonus payment.
- K. Incentive awards paid pursuant to this agreement shall be considered compensation for taxation purposes.
- L. Incentive awards paid pursuant to this agreement shall be excluded from compensation for retirement purposes.
- M. The provisions of this agreement shall be grievable only through Step 2 of the grievance procedure.

#### **11.20.11 Pile Load Testing Differential (Unit 11)**

Caltrans employees who are assigned to pile load testing activities shall receive an hourly differential of \$1.25 for every hour that they are engaged in pile load testing. For the purposes of this differential, employees are engaged in pile load testing whenever:

- A. They are assigned to pile load testing duties at a specific site, and
- B. The pile load testing equipment is enroute to, at, or enroute from that pile load testing site.

The differential stops for employees when they leave the pile testing crew during an actual pile load testing assignment for any reason.

**11.21.1 California Housing Loan Insurance Fund (CHLIF) Mortgage Insurance Profit Bonus (Unit 1)**

Eligible employees in these assignments will be entitled to a bonus not to exceed 10 percent of their base salary based on the performance of the loans insured by California Housing Loan Insurance Fund (CHLIF) in the employee's assigned territory annually. The bonus will be based on maintaining a delinquency rate of less than 1 percent.

The delinquency rate is derived by dividing the number of CHLIF insured loans in the eligible employee's assignment that are delinquent for a period of 90 days or more by the total number of CHLIF insured loans in the employee's assigned territory.

If the delinquency rate for the year is not more than 0.5 percent, the eligible employee will be entitled to the maximum bonus of 10 percent of base salary. If the delinquency rate is more than 0.5 percent but less than 1 percent, the employee will be entitled to a proportional bonus based on the difference between 1% and the actual delinquency rate, as a percentage of 5 percent. For example, if the delinquency rate at the end of the year is 0.62 percent, the bonus percentage would be 76 percent of the maximum bonus payable, or 7.6 percent of base salary. It may be simpler to express this decimally, e.g., delinquency rate of 0.0062 subtracted from 0.01 equals 0.0038 divided by 0.05 equals 0.076 to be applied to the base salary.

The following chart is illustrative of the delinquency and claims bonus structure based on five even delinquency rates. In actuality, the bonuses will be based on the delinquency rate calculated to the nearest hundredth of one percent (0.0001), which translates to two-tenths of one percent (0.002) of annual salary per the formula.

DELINQUENCY	BONUS
0.50%	10% of base salary
0.60%	8% of base salary
0.70%	6% of base salary
0.80%	4% of base salary
0.90%	2% of base salary
1.00%	0% of base salary

**Criteria and Calculations for Customer Services, Product Development, Technical Services, and Underwriting Manager:**

Employees performing these functions will be eligible to receive a bonus not to exceed 10 percent of their base salary based on the return on equity percentage which exceeds 9 percent, as a percentage of 5 percent. The return on equity is based on the GAAP profit on the average fund equity for the 12 calendar months. For example, if the return on equity at the end of the year is 11 percent, the bonus would be 40 percent of the maximum bonus payable, or 4 percent of salary (i.e., 11% minus 9% = 2%; 2% divided by 5% = 40% of the maximum bonus, or 0.04 of salary).

The following chart is illustrative of the bonus structure for these employees. In actuality, the bonuses will be calculated to the nearest tenth of one percent (0.001) of salary.

PROFIT %	BONUS %
14.00%	10% of base salary
13.00%	8% of base salary
12.00%	6% of base salary
11.00%	4% of base salary
10.00%	2% of base salary
9.00%	0% of base salary

Bonuses for eligible employees in all categories will be based on the 12 months from January through December and will be paid once per year as soon after December 31 as practicable. Bonuses will be prorated for employees not working a full year in an eligible assignment.

**11.22.1 Accounting Recruitment and Retention Differential - CDC (Unit 1)**

- A. Upon approval by the Department of Personnel Administration, the Department of Corrections may provide recruitment and retention differentials to Unit 1 employees as follows:
1. Either up to \$200.00 per month (monthly differential), or
  2. Up to \$2,400.00 per year (annual payment).

These differentials may be authorized for specific Unit 1 classifications in specific geographic locations or facilities based on the needs of the State.

- B. When the annual payment is authorized, employees must complete twelve (12) consecutive qualifying pay periods in order to receive the annual payment. No payment, nor pro-rata share of the payment, shall be given if the employee separates or is discharged from State service, is rejected on probation, or voluntarily transfers to another location where the differential is not authorized. Time spent on NDI does not count as a qualifying pay period.

If an employee who is receiving a monthly differential transfers to a location where the differential is not authorized, the differential shall be discontinued.

- C. Part-time and intermittent employees shall receive a pro-rata share of the annual recruitment and retention differential based on the total number of hours worked, excluding overtime, during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro-rata share of the monthly differential based on a total number of hours worked within the monthly pay period.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.
- F. Classifications which are eligible for this differential include:

CODE	CLASS
4177	Accountant I (Specialist)
4179	Accountant Trainee
4546	Accountant Officer (Specialist)

- G. It is understood by the parties that this provision is designed to address recruitment and retention problems that exist in specific classifications at individual facilities, and that the decision to implement such a differential rests solely with the State.

**11.23.1 Professional Certification Pay (Unit 1)**

- A. Subject to the criteria listed in Section B., a department may recommend to the DPA that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.
- B.
1. The bonus shall consist of \$3,600 regardless of the number of certifications received and shall be paid in three equal installments of \$1,200 at intervals of 12 qualifying pay periods. The first installment shall be paid 12 qualifying pay periods after the employee's request and the employer's verification.
  2. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.
  3. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.
- C. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to recommend the continuation of the bonus to DPA. In any case the bonus shall not exceed \$3,600.
- D. A Professional Competency Bonus shall not be considered "compensation" for the purpose of retirement.

#### **11.24.1 Personnel Specialist (PSS) Classification: Workload Factors and Weights (Unit 1)**

The State and the Union agree that the following workload factors and weights apply to work done by the Personnel Specialists classifications:

**1. Certification Appointment Process – 2 hrs per certification:**

Ordering/Extending/Modifying/Clearing/Updating Tenure/Time Base/Location/Address; Printing Certifications and Contact Letters; SROA/Surplus Guidelines; Limited Examination and Appointment Program (LEAP).

**2. Verification of MQ's – 1/2 hr x # of appointments x applications per appointments:**

Ensuring that applicants have met the MQ's for exams; review of transcripts, credentials, etc; Verification of transfer eligibility.

Salary Determinations – 3/4 hr per appointment:

Alternate Range Criteria; Hiring Above Minimum; Red Circle Rates; Transfer Eligibility; CEA Pay; MSA/SISA Criteria.

**3. Pay – 5 hrs per 100 employees x 12 months:**

Overtime; Lump Sum; W-2 forms; Employee Accomplishment Awards; Accounts Receivables; Under payments; 7K; Payroll; Garnishments; Manual splits for bankruptcy; Dock/AWOL; FLSA Calculations; Adverse Actions; Special pay; Salary Advances; Stand-by; Call Back; Settlement/Stipulation; Leave buy back.

**4. Benefits – 5 hrs per 100 employees x 12 months:**

Health, Dental and Vision Benefits; Domestic Partners; COBRA; Flex-elect; COBEN; Long-term Disability Insurance; Temporary/Short Term Disability Insurance; Group Legal Plan; Direct Deposit; Life Insurance; Savings Bonds; Retirement Health, Dental and Vision; PARR Lawsuit; Death Benefits; PERS Membership Packages; 401K; Pre-tax Parking.

**5. Leaves – 4 hrs per 100 employees x 12 months:**

Any and all Leaves;

**6. Position Controls – 3/4 hr per appointment:**

Vacancies - Section 41/Schedule 8/Periodic Reports; 607's - PMR; 701; MPTR. Header maintenance.

**7. Appointments – 3/4 hr per appointment:**

Appointment by SPB, DPA, or court action in lieu of appointment through the certification process; Settlement/Stipulations; Pre-Appointment Approvals; Refer to PAM for Types of Appointments.

**8. Separations/Resignations – 2 hrs per separation:**

Settlement/Stipulations; Refer to PAM for Types of Separations.

**9. Miscellaneous Transactions – 1 hr per 100 employees x 12 months:**

See PAM

**10. Correspondence and Communication – 1 hr per 100 employees x 12 months:**

Official Correspondence; Memos to Control Agencies; Response to Grievance; Communication with Governmental Agencies - Federal, State and County to employees or for employees; Information Request for Adverse Actions; Employment Verification; Subpoena Requesting Documents (no appearance in person required).

**11. Permanent Intermittents/Hourly Employees – 20 hrs per 100 Permanent Intermittents x 12 months:**

Time Keeping; Track Hours for Benefits, Retirement; SISA; MSA; Probation; Range Change; and 1500 Hour Limitation.

**12. Attendance – 8 hrs per 100 employees x 12 months:**

Audit, Reconcile and Key Attendance.

**13. Monthly Reports – 1 hr per 100 employees x 12 months:**

Salary advances; Vacancy Report; Retroactivity Report; Accounts Receivables; MIRS Reports; Forms Management; Service Awards; Monthly Cut-off Calendar; Leave Restorations; State service verification; Board Roster; Adverse Action log; Roster Activity Report, etc.

**14. Injury/Illness Claims – 2.25 hrs per 100 employees x 12 months:**

NDI; IDL; EIDL; TD; 4800 Time; Enhanced NDI.

**15. Garnishments (Processing) – 1.2 hrs per 100 employees x 12 months:**

Court Orders.

**16. Special Project/Assignment – 4 hrs per projected Personnel Specialist x 12 months:**

Outside Scope of Usual Assignment; Board of Control; Conflict of Interest.

**17. Training – 5 hrs per current Personnel Specialist x 12 months:**

Conducting Training; Orientation.

**18. Administrative Details – 10 hrs per current Personnel Specialist x 12 months:**

Receiving Training - Formal or Informal; Manual Updates; Filing; Time sheets; Staff Meetings; Court Appearances.

**19. Employee Contact Time – 60 hrs per current Personnel Specialist x 12 months:**

E-mails; Telephone Calls; Personal Contacts.

**20. Cultural Factors:**

Degree of Automation; Established Procedures; Level of Customer Service; Turnover rates; Skill Levels; Recruitment and Retention Problems; and other factors that make your department unique.

**Workload Allocation Formula**

	A	B	C	D
1	Work load Formula			
2	Department Name goes in B4, input goes in A6 to A13			
3				
4	Department			
5				
6	= cultural factors (100=average)			
7	= number of appointments			
8	= number of certs			
9	= applicants per appointment			
10	= number of seps			
11	=number of employees			
12	= number of Pls/Hourly			
13	= current number of PSS			
14				
15	Hours			PYs
16	=2*A7	Certifications		=A16/1800
17	=0.5*A7*A9	Verifications of MQ		=A17/1800
18	=0.75*A7	Salary Determinations		=A18/1800
19	=5*(A\$11/100)*12	Pay		=A19/1800
20	=5*(A\$11/100)*12	Benefits		=A20/1800
21	=4*(A\$11/100)*12	Leaves		=A21/1800
22	=0.75*A7	Position Control		=A22/1800
23	=0.75*A7	Appointments		=A23/1800
24	=2*A10	Seps		=A24/1800
25	=1*(A\$11/100)*12	Misc.		=A25/1800
26	=1*(A\$11/100)*12	Correspondence		=A26/1800
27	=20*(A12/100)*12	Pls/Hourly		=A27/1800
28	=8*(A\$11/100)*12	Attendance		=A28/1800
29	=1*(A\$11/100)*12	Monthly Reports		=A29/1800
30	=2.25*(A\$11/100)*12	Injury/Illness		=A30/1800
31	=1.2*(A\$11/100)*12	Garnishment		=A31/1800
32	=4*D37	Special Projects		=A32/1800
33	=5*A13*12	Training		=A33/1800
34	=10*D37*12	Admin		=A34/1800
35	=80*A13*12	Employee Contact		=A35/1800
36				
37	=SUM(A16:A35)*(A6/100)	Total		=A37/1800



**11.25.1 Personnel and Payroll Specialist: Recruitment & Retention Differential (Unit 1)**

Personnel and Payroll Specialists who are employed for twelve (12) consecutive qualifying pay periods after January 1, 2001, shall be eligible for a recruitment and retention differential of \$2,400, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

- A. If an employee terminates, transfers or is discharged, prior to completing the twelve (12) consecutive pay periods, there will be no pro-rata payment for those months.
- B. If an employee promotes out of the Personnel and Payroll Specialist classification series they will be eligible for a pro-rata share for those months.
- C. Part-time and intermittent employees shall receive a pro-rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. For the purposes of this section, movement to Staff Services Analyst will be considered a promotion.

**11.26.1 Recycling Specialist Differential Adjustment (Unit 1)**

The State proposes to roll the Recruitment and Retention Differential currently provided by Pay Differential 137 to the class series of Recycling Specialist into the base salary as follows:

Class Title & Class Code	Current Salary plus Pay Differential	New Salary
Recycling Specialist I, (4689)		
Range A	\$2,714-\$3,300 plus \$250 at top step	\$2,921-\$3,550
Range B	\$3,255-\$3,957 plus \$250 at top step	\$3,461-\$4,207
Recycling Specialist II (4690)	\$3,915-\$4,759 plus \$250 at top step	\$4,121-\$5,009
Recycling Specialist III (Technical) (4696)	\$4,301-\$5,228 plus \$250 at top step	\$4,507-\$5,478

**11.27.1 Property Appraiser/Investigator Differential Adjustment (Unit 1)**

The State proposes to roll the Recruitment and Retention Differential currently provided by Pay Differential 207 to the class series of Property Appraiser/Investigator (Office of Real Estate Appraisers) into the base salary as follows:

Class Title & Class Code	Current Salary plus Pay Differential	New Salary
Property Appraiser/Investigator (Office of Real Estate Appraisers) 5457	\$4,110-\$4,997 plus 2.5%	\$4,214-\$5,122
Senior Property Appraiser/Investigator (Office of Real Estate Appraisers) 5458	\$4,724-\$5,741 plus 2.5%	\$4,842-\$5,882

**11.28.1 Business Taxes Specialist Differential Adjustment (Unit 1)**

The State proposes to roll the Recruitment and Retention Differential currently provided by Pay Differential 198 to the class series of Business Taxes Specialist into the base salary as follows:

Class Title & Class Code	Current Salary plus Pay Differential	New Salary
Business Taxes Specialist I 4380	\$4,517-\$5,228 plus \$261 at top step	\$4,742-\$5,489
Business Taxes Specialist II 4379	\$4,724-\$5,741 plus \$287 at top step	\$4,960-\$6,028
Business Taxes Specialist III 4378	\$5,742-\$6,330 plus \$317 at top step	\$6,029-\$6,647

**11.29.1 Personnel and Payroll Specialist Range D Compensation (Unit 1)**

The State and the Union mutually agree to the Personnel and Payroll Specialist, Range D compensation as \$2,978 - \$3,619 per month, effective 7/1/01.

### 11.30.1 Senior Personnel and Senior Payroll Specialist Compensation (Unit 1)

Class Code	Classification	Min	Max	Eff. Date
1317	Senior Personnel Specialist	\$3,255	\$3,957	07/01/01
1315	Senior Payroll Specialist	\$3,255	\$3,957	07/01/01

#### 11.31.1 Lead Responsibilities (Unit 1)

<b>Supervisor</b>	<b>Lead</b>
1. <del>Provide in depth policy and procedure training.</del>	Provide basic on-the-job training for assigned duties.
2. <del>Assign work.</del>	Assign work.
3. <del>Counsel employees on:</del> <del>— a. attendance problems</del> <del>— b. Work related problems</del> <del>— c. Refer employees EAP</del>	May recommend supervisor that an employee would benefit from a work improvement plan only as it relates to work procedures or processes.
4. <del>Initiate collective action such as attendance restrictions and goal setting.</del>	No.
5. <del>Respond to, and resolve grievances at the informal and first level.</del>	May attempt to resolve conflicts that arise as a result of workflow or procedures.
6. <del>Prepare probation reports, annual evaluations, input to the self appraisal reports.</del>	Provide input of a factual nature regarding employee job performance.
7. <del>Participate in performance appraisal evaluations.</del>	Restricted to the technical portion of report pertaining to technical performance.
8. <del>Approve or deny SISA's and MSA's.</del>	Provide input on employee's job performance to the supervisor.
9. <del>Discipline employees either informally or formally.</del>	Provide input on employee's job performance to the supervisor.
10. <del>Write up required responses for supervisory input on the employee self appraisal reports used in the testing process.</del>	Provide input on employee's job performance to the supervisor. (If lead is not a competitor in the same exam.)
11. <del>Approve or deny the use of sick leave, vacation, personal holiday, etc. using the FTB 7814 informally known as the "pinkie."</del>	May receive employee requests in the absence of the supervisor and shall not approve or deny such requests.
12. <del>Request and approve supply orders.</del>	May request and approve supply orders.
13. <del>Approve overtime.</del>	No.
14. <del>Sign 534's, 7825's.</del>	No.
15. <del>Review completed work within the group for quality.</del>	Review completed work within the group for quality.
16. <del>Prepare recommendations to plans, budget requests, procedural and policy changes within the group.</del>	May prepare recommendations.
17. <del>Sign probation or annual evaluations.</del>	No.

- |  |  |
|--|--|
| 18. <del>Sign off on employee self appraisal reports.</del>                                      | No.  |
| 19. <del>Authorize training course attendance by assigning the FTB 7610.</del>                   | May provide input to who would benefit from attending a training class.                          |
| 20. <del>Make a hiring commitment to hire someone to fill a vacancy within the work group.</del> | May participate in the hiring interview with a supervisor and may make a recommendation to hire. |
| 21. <del>Make promotional commitments.</del>   | Provide input regarding employee's performance.  |
| 22. <del>Sign summary of corrective discussion memo.</del>                                       | No.  |
| 23. <del>Sign recommendations for adverse actions.</del>   | No.  |
| 24. <del>Grant requests for leave of absence up to 10 days. (Refer to GPM for guidelines.)</del> | No. May provide input to supervisor.   |
| 25. <del>Approve alternate work schedules.</del>   | No. May provide input to supervisor.   |
| 26. <del>Move employees from shift to shift.</del>   | No. May provide input to supervisor.   |
| 27. <del>Sign travel expense claims.</del>   | No.  |
| 28. <del>Schedule overtime.</del>  | No.  |
| 29. <del>Order travel.</del>   | May assist supervisor with travel agenda.  |
| 30. <del>Set work hours.</del>   | No.  |
| 31. <del>Justify, request and approve equipment orders.</del>                                    | May be asked to justify purchasing equipment. Cannot sign purchase orders.                       |

## ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

### 12.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing Department of Personnel Administration rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the maximums. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

1. Rates - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

Breakfast up to \$ 6.00
Lunch up to \$10.00
Dinner up to \$18.00
<u>Incidentals up to \$ 6.00 (Every full 24 hours of travel)</u>
Total up to \$40.00

2. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m. Breakfast may be claimed

Trip begins at or before 11 a.m. Lunch may be claimed

Trip begins at or before 5 p.m. Dinner may be claimed

- b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m. Breakfast may be claimed

Trip ends at or after 2 p.m. Lunch may be claimed

Trip ends at or after 7 p.m. Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

- c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed.

Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed.

If the trip extends overnight, receipted lodging may be claimed.

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

- B. Lodging: All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

1. Regular State Business Travel

- a. Statewide, in all locations not listed in c. below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to \$84 plus applicable taxes.

- b. Effective January 31, 2002, when employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to \$110 plus applicable taxes.

2. State Sponsored Conferences or Conventions

For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to \$110 plus applicable taxes.

3. Non-State Sponsored Conferences or Conventions

For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from the Department of Personnel Administration. The Department of Personnel Administration may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

- C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1,130 per calendar month while on the long-term assignment, and actual expenses up to \$10 for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to \$5 for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
  - Long-term subsistence rates of \$24 for actual meals and incidentals and \$24 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$24 for actual meals or \$24 for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12 for actual meals and incidentals and \$12 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either \$12 for actual meals or \$12 for receipted lodging for travel less than twelve (12) hours at the long-term location.
  3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change Department of Personnel Administration policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies Department of Personnel Administration policy regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

- D. Out-of-State Travel: For short-term out-of-State travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-State travel will be reimbursed in accordance with the provisions of long-term travel above.
- E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term out of country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the Department of Personnel Administration.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. Transportation: Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.
  1. Mileage Reimbursement – Effective January 31, 2002
    - a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed \$.34 cents per mile.
    - b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.
  2. Specialized Vehicles – Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim from \$.34 cents up to \$.37 cents per mile, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.
  3. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of \$.50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the Department of Personnel Administration Rule 599.628.1 and the State Office of Risk and Insurance Management.
  4. Mileage to/from a Common Carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less:" If the employee begins

travel one (1) hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

- G. Receipts: Receipts or vouchers shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
  2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, telegraph, tax, or other business charges related to State business of \$5 or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
  5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

### **12.2 Moving and Relocation Expenses**

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in Section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

### **12.3 Parking Rates**

- A. For the term of this Contract, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than \$20 per month above the current rate, charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.
- B. The State shall continue a system for employees where parking fees may be paid with pretax dollars.

### **12.4 Commute Program**

- A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.
- B. Effective January 31, 2002, employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65 per month. In lieu of the vanpool rider reimbursement, the State shall provide \$100 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of \$65 per month or in the case of the primary vanpool driver, the \$100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

### **12.5 Transportation Incentives**

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

- B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.
- C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

## 12.6 State Owned Housing

### A. Housing

Effective July 1, 1989 and annually thereafter for the duration of this Contract, current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to 25 percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to \$75 per month, or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.
3. Employee rental of State-owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

### B. Utilities

Effective July 1, 1989, and annually thereafter, current utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
  2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
  3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.
- C. Notwithstanding any of the above, the Department of Fish and Game will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.
  - D. The Department of Fish and Game is committed to improving the quality of State-owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

This subsection is not subject to the provisions of Article 6 of this Contract.

### E. Possessory Interest Taxes – Department of Fish and Game (Unit 11)

#### 1. Reimbursement for Possessory Interest Taxes

The Department of Fish and Game will reimburse Unit 11 employees who occupy department-owned housing for their payment of possessory interest taxes, where assessed. Employees shall follow department procedures for filing claims for reimbursement. The department will not be responsible for any late charges or assessments incurred by the employees due to delinquent payment of the possessory interest taxes.

#### 2. Working Condition Fringe Benefit Exception

- (a) This subsection E(2) shall apply to employees whose residency in State-owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.
- (b) Possessory interest reimbursement provided by the Department of Fish and Game shall not be reported to the State Controller's Office as income subject to taxation and other withholdings when an employee completes required forms and submits them to the Department Fish and Game by the date management specifies. The Department of Fish and Game shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the department for this purpose.

- (c) Employees who had possessory interest reimbursements reported as income during calendar year 2000 shall upon request be reimbursed for the amount they lost because the working condition fringe benefit exception was not applied. Employee requests for reimbursement shall be made on a form provided by the Department of Fish and Game. Employee requests must be submitted to the Department of Fish and Game no later than June 30, 2002.
- (d) The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.

#### **12.7 Overtime Meal Benefits and Allowances - CDC and CYA**

- A. Overtime meal allowances will be granted when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after a regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) consecutive hours prior to or two (2) consecutive hours after such work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D.2. below.
- B. Employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.
- C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.
- D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement.

The employee may use the meal ticket as provided in 1. and 2. below:

- 1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a 90-day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2. below;
- 2. Employees requesting reimbursement under this option will receive \$6, regardless of the value assigned to the meal ticket by local management;
- 3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the \$6 reimbursement for overtime meal allowances earned.
- E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this Article if there is no on-site employee facility which serves hot meals.

#### **12.8 Overtime Meal Allowance**

- A. Up to \$8 may be reimbursed for an overtime meal. Receipts may be required. An overtime meal allowance of up to \$8 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after a regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of 8 hours shall only be eligible for an overtime meal allowance of up to \$8 when required to work two (2) consecutive hours prior to or two (2) consecutive hours after such work shift.
- B. No overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

#### **12.9 Damaged or Destroyed Personal Property**

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.



## 12.10 Uniform Replacement Allowance

- A. Effective January 1, 2002, when the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed \$450 per year.
1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
  2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to the section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
  3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one (1) full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.
  4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.
  5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.
- B. Single Source Vendor
1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
  2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

### 12.10.15 Uniform Replacement Allowance (Unit 15)

- C. In the Department of Corrections eligible Bargaining Unit 15 employees will submit their requests for reimbursement using a Travel Expense Claim (TEC). Employees must attach their receipts with the TEC and also write their appointment date at the bottom of the TEC. A TEC may be submitted on the first working day in July, but no later than the last working day in July. Employees must file the TEC with their institution accounting office.
1. The uniform for Correctional Supervising Cook/Cook Specialist I/II (CF) (CDC) shall consist of the following items:
    - Shirt, tan, equivalent to Big Mac or Levi's, with Department patch over the left breast pocket
    - Trousers, dark brown, equivalent to Big Mac or Levi's
    - Shoes, must be non-skid brown/black, leather uppers only, plain toe conservatively designed. No buckles or designs on or in leather of any sort. Leather must be of smooth texture. Heels not to exceed 1 1/2 inches in height. Soles must be non-skid type and oil resistant. Military style shoes are acceptable, no cowboy boots or tennis/gym type shoes.
    - Jumpsuit, long/short sleeve solid brown in accordance with Department specifications
    - Tan smock
  2. The following items are mandatory accessories:
    - 3" CDC patch on solid brown cap with the Department identification and classification (CSC/Cook Specialist I/II rocker)
    - 3" CDC patch above the left breast pocket with the Department identification
    - Belt, brown/black
    - 3" CDC patch on the left breast on a brown color jacket or coat
    - Key ring holder

- Whistle
  - Name tag
3. The following items are non-mandatory accessories:
    - Alarm holder
    - Flashlight
  4. Based on their appointment date or time base, eligible employees may earn a pro-rata amount. All new food service staff will be paid on a prorated basis by month through June 30 of each year (e.g. A new employee whose start date is December 30, will be provided with fifty percent (50%) of the full amount of uniform replacement allowance.) The time an employee may have worked at another institution will count in determining an employee's eligibility for the uniform replacement allowance.

The items listed in 1. and 2. above are eligible for reimbursement under the provisions of Section 12.10.

#### D. CYA Uniforms-Food Services

1. Employees who work in the following positions are required wear uniforms in lieu of regular street clothing:
  - Correctional Supervising Cook
  - Cook Specialist I and II
  - Baker I and II
  - Food Service Technician I and II
  - Butcher-Meat Cutter II
2. The Department shall provide the prescribed food service uniform for the designated food service staff. All food service staff shall obtain their annual replacement uniforms by September 1 of each year. Purchase authorizations will be available during the month July of each year. Employees shall provide a detailed accounting of their expenses, including receipts which contain the vendor's name, address, a listing of the items purchased, and unit cost, after their purchases have been completed.

Based on their appointment date or time base, eligible employees may earn a pro-rata amount. All new food service staff will be paid on a prorated basis by month through June 30 of each year (e.g. A new employee whose start date is December 30, will be provided with fifty percent (50%) of the full amount of uniform replacement allowance.) The time an employee may have worked at another institution will count in determining an employee's eligibility for the uniform replacement allowance.

3. Uniforms shall include:
  - a. Pants/Slacks: Dark Brown equivalent to Ben Davis/Big Mac/Dickies; it can be made of three of the following fabric blends: 100% Dacron Polyester; 65/35 Dacron/Cotton blend, and/or 100% Cotton.
    - Pockets: The trousers shall be a modified uniform pattern, having a plain front with standard straight side pockets and two back pockets.
    - Belt Loops on Pants/Slacks: Shall be a minimum of five belt loops, a maximum of eight.
    - Zipper on Pants/Slacks: All pants must have standard uniform zippers.
  - b. Shirt-Long/Short Sleeve: Tan, in color equivalent to Ben Davis/Dickies/Big Mac; it can be made of anyone of the following three fabric blends: 100% Dacron Polyester; 65/35 Dacron/Cotton blend, and/or 100% Cotton. Normal shirts tail for inside wear only. Must be Button shirt.
    - Pockets of shirt: Shall be plain with matching button and buttonholes on pockets. All shirts must contain two pockets.
  - c. Caps: Shall be brown and tan or all brown baseball type. Material must be all cotton or a cotton/polyester blend. Seamless front, baseball-cap style with mesh back or cloth back, round top with adjustable head size. The cap will be worn in bill-forward position only. Caps will be required to have authorized California Youth Authority Food Service patches sewn on the center front of all caps.
  - d. Shoes: Shoes must be brown or black leather uppers only, plain toe conservatively designed. No buckles or designs on or in leather of any sort. Leather must be of smooth texture. Heels not to exceed 1 1/2 inches in height. Soles must be non-skid type and oil resistant. Military style shoes are acceptable, no cowboy boots or tennis/gym type shoes.

- e. Jumpsuits (Long/Short Sleeve) (Optional): Jumpsuits material shall be a Dark Brown equivalent to Ben Davis/Big Mac/Dickies; it can be made of the following fabric blends and weights: 100% Dacron Polyester; 65/35 Dacron/Cotton blend, and/or 100% Cotton. The jumpsuit must be a one-piece coverall with a collar, belt loops (optional). The jumpsuit must have the following: two horizontal, plain-front breast pockets with zippered closures; breast pocket zippers to be concealed by a fabric flap; and two hip and front pockets with zippered closures.

The jumpsuit will have the standard California Youth Authority (CYA) shoulder patches.

The jumpsuit will have a sewn-on cloth name plate which will be sewn centered above the right breast pocket. The cloth nameplate shall have gold lettering with a dark brown background. The nameplate shall be 1-inch tall by 5 1/4 inches long, with block-style lettering that is 5/8-inch to 3/4-inch tall. Lettering shall consist of the first initial of the first name, followed by a space, followed by the entire last name, and centered both top and bottom. The name shall not exceed 6 inches in length.

- f. Jacket or Coat (Optional): Dark brown uniform type with authorized California Youth Authority Food Service patch on the left shoulder two inches below the sleevehead seam.
- g. Patches: Authorized California Youth Authority Food Service patches will be worn on the left sleeves of all uniforms, jumpsuits, and shirts. The top patch to be two inches below the sleevehead seam and in such a manner that a line bisecting the center of the patch shall be perpendicular to the ground when the garment is worn. To be sewn on garment with colorfast medium brown thread, not cross-stitched. The food managers will provide patches. Patches will also be sewn on the center front of all caps.
- h. Name Tags: Employees will only wear authorized name tags provided by the Food Manager.
  - Position or Job Titles: The lettering size of such title is to be 1/8-inch high. When placed on the nameplate, the grouping of the name and title shall be centered both top to bottom and side to side.
- i. Belts: Belts brown or black shall be worn on pants / slacks and jumpsuits.
- j. The items listed above are eligible for reimbursement under the provisions of Section 12.10
- k. TRANSITION PERIOD:

Effective with the fiscal year beginning July 1, 2002, but no later than September 1, 2002 employees may submit a claim for reimbursement for uniform replacement allowance. Claims must be submitted between July 1 and September 1 every year thereafter.

#### **12.11 Tools, Business Equipment, Materials and Supplies**

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees issued State-provided items shall be held responsible for loss of and/or damage due to negligence.

#### **12.12 Professional Dues**

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to \$50 per year for membership dues in one (1) job-related professional society or association of the employee's choice, or for a job-related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

#### **12.13 Reimbursement of Fees**

The State agrees to pay the full renewal cost of professional and/or technical license, certificates, or credentials which are required as a condition of employment.

#### **12.14.1 Aviation Consultants (Unit 1)**

The Department of Transportation agrees to continue its practice of:

- A. Reimbursing Aviation Consultants the cost of their annual second-class flight physical examinations.
- B. Providing the biennial flight checks in Department of Transportation aircraft during or connected to regularly authorized operation of the aircraft for business purposes and utilizing Department of Transportation employees who are personally qualified and volunteer to conduct and certify the flight checks.

**12.14.11 Pest Control License (Unit 11)**

- A. When a State agency determines that it is in the employer's best interest to require employees to acquire and maintain an Agricultural Pest Control License as defined in Food and Agriculture Code Section 12201 et seq., the affected employees shall be so notified by their supervisors.
- B. The employer will reimburse employees for filing, examination and renewal fees associated with acquisition of the license provided:
  - 1. The employee is authorized in advance to take the exam or renew the certificate and,
  - 2. The employee successfully passes the required examination and is issued the license.

**12.15.1 PERS Auditor Affiliation (Unit 1)**

The Office of Audit Services (CalPERS) will provide a maximum of \$500 reimbursement in any fiscal year, for each professional audit staff for fees, dues, and professional competency certification licensing costs associated with memberships in and affiliations with the following professional organizations. If any other audit-related professional organizations are identified, management will reimburse based on consistency with the organizations listed below.

The Institute of Internal Auditors (IIA)

California Association of State Auditors (CASA)

American Institute of Certified Public Accountants (AICPA)

California Society of Certified Public Accountants

Association of Government Accountants (AGA)

Institute of Management Accountants (IMA)

Information Security Audit and Control Association (ISACA)

Information Security Systems Association (ISSA)

Association of Certified Fraud Examiners

Association of Women Accountants

The Association of Healthcare Internal Auditors, Inc

**12.16.1 Professional License Fees (Unit 1)**

Property Appraisal Investigators shall be reimbursed in full upon certification of license renewal.

**12.17.1 Actuary Dues – Department of Insurance (Unit 1)**

The Department of Insurance will reimburse department employees in the classes listed for membership dues in the American Academy of Actuaries, the Casualty Actuarial Society, the Society of Actuaries, or other actuarial associations approved by the department. The amount of reimbursement is to be determined by the department. If dues are reimbursed for less than full-time employees, the reimbursed amount shall be prorated.

**Classes:**

Actuarial Statistician

Associate Casualty Actuary

Associate Life Actuary

Senior Actuarial Statistician

Senior Casualty Actuary

Senior Life Actuary

## ARTICLE 13 – CAREER DEVELOPMENT

### 13.1 Personnel and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code Sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.
- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

### 13.2 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

### 13.3 Joint Apprenticeship Committee

- A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Unit 1, 3, 4, 11, and 15 where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code Section 3070, et seq.) and pursuant to the following provisions:
  1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
  2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.

3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards.
  4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
  5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.
- B. The State agrees to continue existing apprenticeship programs.
  - C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for Unit 1, 3, 4, 11, and 15 occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this Section.
  - D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations, Division of Apprenticeship Standards, to attend any exploratory meeting.

#### 13.3.4 Upward Mobility and Training (Unit 4)

- A. The State agrees to reimburse Unit 4 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:
  1. Tuition and/or registration fees;
  2. Cost of course-required books;
  3. Transportation or mileage expenses;
  4. Toll and parking fees;
  5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 4 employees shall be reimbursed in cash or CTO, in accordance with their workweek group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.
- C. If the State agrees with a Unit 4 employee's participation in non-required career-related training, the State may reimburse the employee for up to 50 percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.
- E. With prior authorization by a department head or designee, the State may reimburse Unit 4 employees up to 100 percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to 100 percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.
- F. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
  1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
  2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.
- G. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 4 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.

- H. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.
- I. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety Committees.
- J. Each department shall develop and maintain a written upward mobility plan as specified in the State Personnel Board's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code Section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments.

Upon union request, each department shall provide the union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the union with a copy. Upon employee request, each department agrees to make available its plan and/or information regarding Upward Mobility Training for its Unit 4 employees.

Each department shall appoint an upward mobility program coordinator to coordinate, monitor and report to the department's upward mobility program efforts. At work sites with twenty five (25) or more Unit 4 employees, at least one manager or supervisor will be assigned the responsibility of assisting Unit 4 employees in obtaining information on the department's upward mobility program(s) and related services.

Departments shall make the State Training Center Schedule of Classes accessible to all Unit 4 employees and where feasible, employees shall be allowed to provide their electronic mailing address to the State Training Center in order to receive updates.

#### **13.3.11 Education and Training (Unit 11)**

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of employees through education and training activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make its training policies and, annually, its training course list available at work sites. Each department shall provide annually and upon request by the Union a copy of its training course list and its training budget as it appears in the Governor's Budget. Budgeted training funds shall not be used for training private sector contract employees who would do the work normally performed by bargaining unit employees.
- C. New employees to a department shall, within 60 days after reporting to work, be given an orientation session by their supervisor or other departmental representative.
- D. Individual Development Plans
  - 1. Each State department shall be required to complete an annual Individual Development Plan for each permanent full-time employee and for permanent intermittent employees who work 750 hours or more annually.
  - 2. The State agrees to provide training opportunities and funding to fulfill the training courses on an employee's Individual Development Plan (IDP) when and subject to conditions agreed to between the employee and the employee's supervisor in the IDP.
  - 3. An employee's request for attendance at scheduled training courses agreed to in an IDP for that year shall not be unreasonably denied. Reasonable denial would include a reduction in the division or program training budget.
  - 4. When operational needs or emergencies preclude attendance at training courses agreed to in an employee's IDP, the employee shall, upon request, be approved to reschedule and attend the course based on what is convenient for the employee and operationally feasible for the State.
  - 5. Nothing in this section shall be construed to prevent the State from requiring an employee to attend training.
- E. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related meetings, seminars, conferences and conventions.
- F. Training Categories/Definitions
  - 1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.

2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.
3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.
4. In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by the Department of Personnel Administration; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.
5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.
6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job related, or career related training activity.

G. Reimbursement for Job-Required Training Expenses

1. The State agrees to reimburse employees for expenses incurred as a result of job-required training consistent with the Business and Travel Article of this contract. When an employee's approved participation is identified as job-required by the appointing authority, the employee shall be fully reimbursed for tuition and other necessary expenses that include:
  - a. Tuition and/or registration fees;
  - b. Cost of course-required books and materials;
  - c. Transportation or mileage expenses;
  - d. Toll and parking fees;
  - e. Lodging and subsistence expenses.
2. Employees who attend training and education courses required by the state shall be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. An employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours shall be considered work time and they will be compensated according to the employee's designated Work Week Group.

H. Reimbursement for Job-Related Training Expenses

1. When participation in training is identified by the appointing authority as 'job-related', full reimbursement of approved training or education courses may be provided in accordance with the Business and Travel Article of this contract for tuition and other necessary expenses as outlined above for job-required training.
2. Employees who attend 'job-related' training and education courses may be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. When job-related training occurs outside of normal working hours, an employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours may be considered work time and would be compensated according to the employee's designated Work Week Group.

I. Career Related or Upward Mobility Training Expenses

1. When participation in training is identified by the appointing authority as 'career-related' or as part of an upward mobility plan, the State will reimburse employees for up to 50% of course required books, tuition, materials and registration fees of approved training or educational courses.
2. Normally the employee will attend the training on his or her own time.

J. An employee who willfully or negligently fails to satisfactorily complete a training or education course (required or approved by the department) as specified by the training provider shall not be eligible for reimbursement of tuition and other necessary expenses, and shall return any advance payment received.

K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses incurred, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee. Expenses subject to reimbursement pursuant to this subsection shall be limited to those that the employee would have otherwise been entitled to receive pursuant to this contract.



- L. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.
- M. Each Department, upon request of an eligible employee as defined in the Class A and Class B Commercial Driver's License section of this contract, will make available any public information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.
- N. Each State department, through its annual training plan process, will provide employees training in handling hostile and threatening behavior where required for safety purposes.
- O. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.

#### **13.4 Performance Appraisal of Permanent Employees**

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.
- C. In the event that a Unit 3 civil service employee who provides classroom instruction receives an "Improvement Needed" rating regarding teaching ability from a non-teacher supervisor on their performance appraisal summary, the Unit 3 civil service employee may request the rating be reviewed by a credentialed supervisor or a supervisor with a teaching background designated by the department head or designee. This section is not to be construed as a limitation on supervisory personnel responsibility for the overall evaluation of employees.
- D. This section shall also apply to the exempt staff of the Special School of the Department of Education.

#### **13.5.1 Education and Training (Unit 1)**

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make available at the work site its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training courses.
- C. Each State department shall be required to complete an annual Individual Development Plan for each permanent full-time employee and for permanent intermittent employees who work 750 hours or more annually.
- D. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile and threatening behavior.
- E. Employees may request training courses. Training requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.
- F. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.
- G. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related seminars, conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.
- H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance as specified in the Individual Development Plan (IDP), or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive his/her regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 2 shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:

1. Tuition and/or registration fees.
2. Cost of course-related books.
3. Transportation or mileage expenses.
4. Toll and parking fees.
5. Lodging and subsistence expenses.

An employee who does not satisfactorily complete a training or education course required by the department according to the department's predetermined standards shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.

- I. Reimbursement for the above expenses shall be in accordance with Article 12 of this Contract.
- J. When assigning or approving an employee for career-related out-service training, the department may establish policies regarding (1) allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and (2) reimbursement for tuition and other necessary expenses. Except as established by the department, reimbursement should be for 50 percent of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.
- K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.
- L. To the extent practicable and within available training resources, the department shall arrange for counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes or other management initiated changes.
- M. Each department, upon request of an eligible employee as defined in the subsection concerning Class A and Class B Driver's Licenses, will make available any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

### 13.5.3 Education and Training (Unit 3)

- A. The State agrees to reimburse Unit 3 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:
  1. Tuition and/or registration fees;
  2. Cost of course-required books;
  3. Transportation or mileage expenses;
  4. Toll and parking fees;
  5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, Section 12.1 of this Contract.
- B. If the State agrees with a Unit 3 employee's participation in nonrequired career-related training, the State may reimburse the employees for up to 50 percent of tuition, fees, and books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- C. Advance Application - An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.
- D. Incomplete Assignment - (1) General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. (2) Exceptions. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability, or other event beyond the control of the employee.
- E. Employee Obligations and Agreement - An employee assigned to full-time out-service training shall agree in writing to reimburse the State within 30 calendar days for tuition costs and other expenses paid to him/her by the State if, after

completion of the training assignment, he/she does not continue employment in State service, for a period of six (6) months or twice the period of training, whichever is greater.

- F. New employees will, within a reasonable time after reporting to work, be given an orientation of the department.
- G. The Department of Personnel Administration and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of Rehabilitation shall cooperate in devising training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.
- H. The State and the Union recognize that certain benefits accrue to the State and Unit 3 employees through participation in professional job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities as are of value to the State.
- I. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of Section (J) below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.
- J. When a Unit 3 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.
- K. Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.
- L. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.
- M. This Section shall apply to Unit 3 civil service and exempt employees.

#### **13.5.4 Performance Standards (Unit 4)**

- A. The employer shall, in developing performance standards, adhere to the following: employee performance standards shall be based upon valid work-related criteria, which insofar as practicable, include qualitative, as well as quantitative measures. Such standards shall, reflect the amount of work which the average trained employee can reasonably turn out in a day.
- B. Employee performance standards shall be established in accordance with the following guidelines:
  - 1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.
  - 2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State may implement the standards and, upon request, shall meet with the Union to discuss the findings.
- C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.

#### **13.5.11 Professional Certification or Registration (Unit 11)**

- A. For purposes of this Section "permanent" means that unit member has completed at least one full probationary period in a Bargaining Unit 11 represented classification and achieved permanent status in that classification.
- B. The State shall provide to a permanent Unit 11 employee application reimbursement and up to eight (8) hours CTO time at straight rate upon successful completion of a Professional License or Certification as listed. CTO is applicable only when the examination was taken on the employee's own time.

The Professional License or Certification examination are any of the following:

- 1. Engineer-in-Training
- 2. Engineer
- 3. Land Surveyor-in Training
- 4. Land Surveyor
- 5. Landscape Architect Registration Examination (LARE)

#### 6. Structural Architect Registration

- C. The State shall reimburse permanent employee's renewal fees for Professional Licenses listed above.
- D. Notwithstanding any other Section, the State shall reimburse permanent employees for engineering general review courses relative to the above professional license or certification examinations on a one-time basis only. Certificate-of-completion shall be required. Employees must receive prior approval from their supervisor, in accordance with each department's procedures, and be signed up to take the examination in order to receive review course reimbursement.
- E. Employees in remote areas (where review courses may be unavailable) will be reimbursed on a one-time basis only for either a correspondence course, video tape course, personal computer course, purchase of review course books or a specially designated course.
- F. State release time, during working hours, without loss of compensation will be provided for attendance at review courses. Transportation costs involved with review courses will not be reimbursed by the State.
- G. The State will pay a one-time bonus of \$500 to any permanent Unit 11 employee who attains any of the above applicable license or certification.

#### 13.5.15 Orientation and Safety Training (Unit 15)

- A. Departments shall provide on-the-job orientation for all Unit 15 employees within one (1) month of being hired.

The intent of the orientation shall be to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level and in a safe and efficient manner.

#### 13.6.1 Performance Standards (Unit 1)

- A. The employer, in developing performance standards, shall adhere to the following: Employee performance standards shall be based upon valid work-related criteria, which insofar as practicable, include qualitative, as well as quantitative, measures. Such standards shall reflect the amount of work which the average trained employee can reasonably turn out in a day.
- B. Employee performance standards shall be established in accordance with the following guidelines:
  - 1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.
  - 2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State shall meet and confer with the Union prior to implementing the new or revised standards.
- C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.

#### 13.6.3 Support for Lateral Transfers (Unit 3)

The State will support and advocate to the State Personnel Board for Unit 3 members, to have lateral transfer eligibility to Correctional Counselor I and Parole Agent I positions.

#### 13.6.11 Special Certification Requirements – Caltrans (Unit 11)

- A. This section applies to incumbents and future Caltrans employees in the following classifications: Assistant and Associate Steel Inspector, Structural and Lead Structural Inspector, Non-Destructive testing as described below.
  - 1. Incumbent employees trained at State expense to become certified by the American Welding Society (AWS) at acceptable levels described below.
  - 2. Employees hired after November, 1998, who already possess an active AWS certification for welding inspection as part of the requirement for participating in the exam process.
  - 3. Employees trained and certified at Level II (limited) in Ultrasonic testing, radiographic testing, magnetic particle testing, and penetrate testing.
- B. The State will assume the cost of certifying incumbents and will pay costs for future re-certification for all employees in this series.

C. Certification by the AWS may be obtained and is acceptable to the department at the following levels:

American Petroleum Institute, (API) 1103

American Society of Mechanical Engineers (ASME) Section 8 & 9.

AWS D1.1 Welding Code

AWS D1.5 Welding Bridge Welding

- D. No employees will be adversely affected for failure to become certified in one of these disciplines but will be provided administrative time off to participate in re-examination in order to maintain their certification.
- E. This section shall be subject to re-negotiation resulting from changes enacted by the American Welding Society of federal mandates affecting performance of these inspections.
- F. Employees obtaining these certifications will not be expected to perform the actual testing, but will be expected to ensure that the tests are performed in accordance with Code and contract specs.
- G. Employees holding any of the certificates in section (A)(2) shall receive a one-time bonus of \$500 for obtaining an American Welding Society certified welding inspection certification. Employees holding any of the certificates in section (A)(3) shall receive a one-time bonus of \$500. The most a single employee can receive is \$1,000 regardless of the number of certificates s/he receives.
- H. Employees hired after November 1998 will be required to maintain an AWS certification as part of their employment in their respective class.

#### **13.6.15 State-Required Training (Unit 15)**

- A. The State agrees to reimburse Unit 15 employees 100% for expenses incurred as a result of completing training or education courses required by a department. Reimbursement shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with Section 12.1 of this Contract.
- B. Unit 15 employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.
- C. Unit 15 employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.
- D. An employee shall receive reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

#### **13.7.1 Employee Recognition and Morale Program - Franchise Tax Board and Board of Equalization (Unit 1)**

- A. The Franchise Tax Board agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- B. The Board of Equalization agrees to start the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- C. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed \$50 per employee. Cash awards under this Section are excluded from compensation for the purpose of retirement.
- D. Employee Peer Group Nominating Committee(s) will develop criteria for granting recognition consistent with the current guidelines. Any Unit 1 employee who volunteers to be on the Committee will be selected to participate as a Committee member through a Peer Group election.
- E. This Section is subject to the complaint procedure of Article 6 of this agreement.

### **13.7.11 New TET II Classification – Caltrans (Unit 11)**

- A. Caltrans will prepare and present a classification proposal for a Transportation Engineering Technician (TET) II classification to the Department of Personnel Administration (DPA) within 90 days of this tentative agreement. A status report will be provided to the Union within 60 days of ratification. There is no express or implicit understanding between the parties regarding such matters as the nature, scope, use or salary that will be associated with Caltrans' proposal. Caltrans will prepare a classification proposal along with all necessary State Personnel Board (SPB) forms and documentation for the creation of the new TET II classification.
- B. Caltrans' TET II classification proposal will be submitted to and reviewed by DPA in accordance with their customary practice and the terms of the Unit 11 collective bargaining agreement.
- C. No less than two hundred positions will be assigned to this classification. Positions should be filled approximately thirty days following the close of applications for the positions.
- D. The State and the Union agree to meet and confer on an appropriate salary range for the new classification, subsequent to the adoption of the class by the SPB.
- E. In the event that any outside party requests a SPB hearing on this item, both CSEA and DPA shall appear at any such hearings in favor of the proposed item.

### **13.7.15 Career-Related Training (Unit 15)**

- A. Upon completion of an authorized career-related training or education course, a department shall reimburse a Unit 15 employee for up to fifty percent (50%) of course-required books and tuition. Unit 15 employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.
- B. The employee shall receive reimbursement for tuition and books if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.
- C. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 15 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.
- D. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been or are about to be changed substantially or eliminated by automation, technological changes or other management-initiated changes.
- E. By September 1 of each year each department shall provide the Union with a copy of its upward mobility policy. Thereafter, each department shall provide the Union with a copy when its upward mobility policy is changed.
- F. With prior authorization by a department head or designee, the State may reimburse and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to 100% of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

### **13.8.1 Independent Research/Professional Papers (Unit 1)**

- A. Upon prior approval of the department head or designee, the State may provide a Unit 1 employee up to 40 hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.
- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.
- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries. This Section is subject to the complaint procedures as specified in Article 6, Grievance and Arbitration.
- D. Signature credit shall be given employees who author or co-author any independent research/professional papers research document.

### **13.8.11 New Water Resources Technician Classification (Unit 11)**

- A. The Department of Water Resources (DWR) will prepare and present a classification proposal for a Water Resources Technician (WRT) III classification to the Department of Personnel Administration (DPA) within 90 days of this tentative agreement. A status report will be provided to the Union within 60 days of ratification. There is no express or implicit

understanding between the parties regarding such matters as the nature, scope, use or salary that will be associated with the DWR proposal. DWR will prepare a classification proposal along with all necessary State Personnel Board (SPB) forms and documentation for the creation of the new WRT III classification.

- B. The DWR WRT III classification proposal will be submitted to and reviewed by DPA in accordance with their customary practice and the terms of the Unit 11 collective bargaining agreement.
- C. No less than fifteen positions will be assigned to this classification. Positions should be filled approximately thirty days following the close of applications for the positions.
- D. The State and the Union agree to meet and confer on an appropriate salary range for the new classification, subsequent to the adoption of the class by the SPB.
- E. In the event that any outside party requests a SPB hearing on this item, both CSEA and DPA shall appear at any such hearings in favor of the proposed item.

#### **13.8.15 Unit 15 Joint/Labor Management Committee on Upward Mobility and Career Development**

- A. The State and the Union agree to establish a Unit 15 Joint Labor/Management Committee on Upward Mobility and Career Development, in which career opportunities are developed and published.
- B. The Committee shall consist of twelve (12) members. Six (6) members shall be selected by the State, one each from the Department of Corrections (CDC), Department of General Services (DGS), Department of Developmental Services (DDS), Department of Motor Vehicles (DMV), Employment Development Department (EDD) and the California Youth Authority (CYA). Six (6) members shall be selected by and represent CSEA. In addition, the committee shall be co-chaired by one (1) management and one (1) labor representative.

The function of the committee shall be as follows:

- 1. Review each department's "Summary of Upward Mobility Report" which include annual goals that include the number of employees expected to progress from positions in low paying occupational groups to entry-level technical, professional, and administrative classifications, and the timeframe within which this progress shall occur.
  - 2. Develop content for a Career Development resource document that includes (but is not limited to) the following items:
    - A. How to interview for a job
    - B. A Map of the steps in getting a state job and a promotion
    - C. Identification of the levels and types of skills needed at different steps in the career ladder
    - D. Information on where to find the training and education to build your skills
    - E. Links to the career information on state agency internet sites
    - F. Templates and guidelines for writing resumes and preparing state applications
  - 3. Develop a training and development program to provide career advancement opportunities within the Bargaining Unit 15 classifications.
  - 4. Provide information on available apprenticeship or other training programs, including qualification criteria for acceptance into programs.
  - 5. Identify the minimum requirements of the various bridging classes that have been identified and develop appropriate training opportunity including cooperative arrangements with college programs.
  - 6. Develop and plan upward mobility examinations in conjunction with the State Personnel Board.
  - 7. Develop and initiate a candidate selection and evaluation process.
  - 8. Develop and initiate a mentoring and coaching plan to provide support, encouragement, guidance and resources.
- C. The Committee shall meet no less than on a quarterly basis.
  - D. The Committee shall develop the scope, set the time-line, and prioritize the activities, etc. Union members on the committee shall be allowed a reasonable amount of time for committee activity without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

### 13.9.1 EDD Determinations Scheduling Standard (Unit 1)

1. For a mixed schedule, EDD will schedule no more than 13 interviews per day to each fully trained EPR who is assigned to do determinations full time. Of these interviews, EDD will schedule an average of 8 separations on a daily basis, but no more than 40 separations per week. If the EPR is assigned a full schedule, he/she will be assigned no more than 16 non-separation interviews or 18 multi-claimant interviews per day. For those employees working an alternate workweek or other than full time, the number of interviews will be pro-rated and rounded to the nearest whole number.

In the event of a natural disaster, EDD will continue its practice of assigning staff disaster related determinations. These schedules are not subject to this agreement.

In the event of a significant economic down turn, which results in a significant increase in determination workload, EDD will use all appropriate resources including but not limited to, permanent intermittents and overtime. EDD will notice CSEA of this change so that the parties may meet and confer on the impact.

2. An EPR assigned a full determination schedule will not be assigned to establish overpayments.
3. If an EPR has completed all scheduled workload, he/she will be assigned additional work, including unscheduled determinations, exception lists, appeals, and other adjudication work.
4. An EPR will be provided up to two (2) hours per week to complete unfinished work.
5. EDD will provide, for employees assigned to a determination workload, at least two (2) hours per quarter of ongoing training on the determination process.
6. An EPR will do quality determinations. A quality determination is one that includes gathering pertinent facts and applying them to reach a decision of eligibility or denial of benefits based on law, precedent, and policy.

### 13.9.11 Technician Rotation – Caltrans (Unit 11)

- A. Caltrans will implement and maintain a Transportation Engineering Technician (TET) Rotation Program as described in the published TET Rotation Program.
- B. Participation in the Rotation Program is voluntary for all permanent, full-time TETS in the large Districts (3, 4, 6, 7, 8, 10, 11, and 12)
- C. Headquarters Units will coordinate with districts to become involved. Management will consider requests of Headquarters technicians if assignments are available in adjacent districts that would not require a change in the employee's residence.
- D. Requests of employees in small districts (1, 2, 5, and 9) who desire an individual rotational program will be considered.
- E. The rotation program participation shall be voluntary by employees. To qualify to be involved in a rotation program, the TET:
  1. Must have permanent status as a TET (completed probation period); and
  2. Must demonstrate, if requested, a knowledge of algebra and trigonometry, and
  3. Must have been in present functional area for one year (time can be reduced on an individual basis).
- F. Once an employee is committed to participate he/she shall complete the rotational assignment unless a mutual agreement by management and the employee is reached to terminate rotation. The participant's request of an assignment at the end of rotation shall be considered, however, operational needs shall determine the employee's assignment at the time of completion.
- G. The rotation program will not exceed two (2) years from the date it is started except in unusual circumstances. Generally an assignment will be no less than three (3) months and no more than six (6) months. Assignments may be extended or reduced based on operational needs.
- H. The rotational training assignments will involve any three (3) of the following major engineering functional areas: Construction, Design/Project Hydraulics, Maintenance, Material Lab, Transportation Planning and Environment.
- I. Each employee participating in the rotation program shall be assigned a Counselor for the purpose of jointly assessing program and the individual's progress on a periodic basis.

### 13.9.15 CDC Training (Unit 15)

- A. The Department of Corrections shall provide Unit 15 employees with forty (40) hours non-custody staff training in the In-Service Training (IST) units at their respective institutions. New Unit 15 employees shall be provided with this training within three (3) months of being hired. Current Unit 15 employees shall attend training on an on-going basis in equitable ratio to



other non-custody employees who have regular direct responsibility for supervising two (2) or more inmates. Attendance in IST training will be based on the availability of funds and space.

- B. Upon the Union's request, each institution shall provide annually to the Union the number of its Unit 15 employees who have completed 40 hours of training.
- C. The Department of Corrections shall provide training in a variety of forums relative to job related topics. The following training components can be used to address the job related issues, but does not limit the Department to use other available training resources as follows: (1) the Centralized Food Services Library; (2) Cook/Chill Training Handbook; (3) Food Services Handbook; (4) Inmate Supervision, Timekeeping and Disciplinary Procedures; (5) Use of Force Procedures; (6) Tool Control Inventory; (7) HACCP Training Manual; and (8) employee self protection training.
- D. Whenever the training program for Unit 15 employees is substantially revised, the Union will be notified and given an opportunity to discuss the changes.
- E. The Union may propose revisions to the training for Unit 15 employees to the Chief of Department Training who will consider this input and notify the Union of his/her decision in writing within thirty (30) days.

**13.10.15 CYA Training (Unit 15)**

- A. All new Unit 15 employees will be provided with an orientation handbook and an orientation checklist.
- B. The California Department of the Youth Authority's intent is to provide Unit 15 employees with (40) hours of mandated Support Academy Training at the Youth Authority Training Center or at a designated location within six (6) months of being hired. Attendance at the Academy will be based on a space available basis.
- C. The California Department of the Youth Authority's intent is to provide training at each individual institution in a variety of forums relative to job-related topics. The following are examples of training that can be utilized to address the job-related topics but does not limit the Department to utilize other available training components:  
  
(1) Orientation of new staff; (2) Crisis Intervention-Basic; (3) Ward Grievance-DDMS; (4) Infection Control; (5) Institutional Security; (6) Management of Assaultive Behavior-Basic; (7) Sexual Harassment; (8) Work Place Violence; (9) Cook/Chill Procedures; and (10) Hazardous Analysis Critical Control Point (HACCP) Procedures.

**D. STAFF ORIENTATION FLOW CHART**  
NRC 033 (NEW 9/97)

(Page 1)

Employee's Name: \_\_\_\_\_

\_\_\_\_\_  
Employee's Supervisor

\_\_\_\_\_  
Hire Date

Civil Service Position: \_\_\_\_\_

The following items must be fully discussed and documented within five business days of employment. The Immediate supervisor or designee is responsible for ensuring that the employee is scheduled with the other staff providing new employee orientation services.  
**Employee must be given Safety Orientation before assuming job duties.**

	ORIENTATION SUBJECTS	Employee's Initials	Staff's Initials	Date
I	PERSONNEL <i>Person providing orientation:</i>			
	A. Records, retirement plans, payroll deductions, insurance, fingerprints etc.			
II	IMMEDIATE SUPERVISOR <i>Person providing orientation:</i>			
	A. Job safety, safety equipment, evacuation routes, hazardous materials			
	B. Alarm system (how and when the personal alarm should be used)			
	C. Key, tool, telephone use, and equipment control policy; keys issued			
	D. Emergency Notification Card (and update policy)			
	E. Staff Accountability System and policy			
	F. Time keeping, sick leave, reporting and verification of absences			
	G. Parking, dress code, grooming standards, dress down days, smoking			
	H. Duty statement, performance standards, post orders			
	I. Probation, performance appraisal, progressive discipline			
	J. Ward count policy and procedure (if applicable)			
	K. Business Office: ID Card, phone sys., Incompatible Activ., purchasing			
	L. Accounting Office: check disbursement, travel expenses			
	M. Staff Introductions: administration, section heads, security supervisors			
	N. LAN Manager: Q-Mail password, computer software & Internet policy			
	O. Tour: Control, med/dent, living, school, kitchen, warehouse, maint.			
III	SECURITY (Major or Captain) <i>Person providing orientation:</i>			
	A. Security Operations overview			
IV	TRAINING OFFICER <i>Person providing orientation:</i>			
	A. Issued New Employee Guide			
	B. Orientation to the CYA, YOPB, and NYCRC – and overview			
	C. Major disturbances and emergencies, hostage policy, <i>hands-off</i> force policy			
	D. Search, contraband, and pager/cell phone policy, personal items policy			
	E. Basic security practices, alternate means for reporting emergent problems			
	F. What to do if you feel you don't have control of your assigned wards			
	G. Ward's Rights and the Disciplinary Decision Making System			
	H. EEO, Sexual Harassment, ADA, non-discrimination policy			
V	HEALTH & SAFETY OFFICER <i>Person providing orientation:</i>			
	A. Health and Safety Program overview, reporting on-duty injuries/illness			
	B. IDL, NDI, EAP, designation of personal physician			
	C. Workplace violence, ESAT			

Distribution by: 1) Original to Personnel 2) Training File 3) Supervisor's Work File 4) Employee Supervisor (SEE OVER)

VI	CHIEF MEDICAL OFFICER	<i>Person providing orientation:</i>		
	A. Communicable disease and Bloodborne pathogen overview			
	1. View Infectious Disease Video			
	B. Emergencies, what Medical will and won't do, staff record keeping			
	C. Annual TB testing, policy			
VII	SENIOR PSYCHOLOGIST	<i>Person providing orientation:</i>		
	A. Child Abuse Reporting (CAR) Law and form, NYCRCR CAR policy			
	B. Suicide Prevention, Assessment, and Response (SPAR) policy			
VIII	SPECIAL REQUIREMENTS (Determined by Supervisor)			
	A.			
	B.			
	C.			
	D.			
	E.			
	F.			
	G.			

**NOTES:**

---



---



---



---



---



---



---



---



---



---

*I have been orientated to all items listed on this form and have had all my questions answered.*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

FORM MUST BE COMPLETED FIVE BUSINESS DAYS FOLLOWING APPOINTMENT

**13.11.15 Employee Group Meetings (Unit 15)**

Supervisors shall conduct meetings at least once a month with Unit 15 employees to discuss work-related problems and/or State initiated changes which affect Unit 15 employees and other information which is pertinent to their work performance. Supervisors will accept suggestions from such employees on job improvements and submit the suggestions to their management for consideration.

**ARTICLE 14 – CLASSIFICATION**

**14.1 Classification Changes**

- A. Effective January 1, 2002, when the Department of Personnel Administration (DPA) proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with the Department of Personnel Administration regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the State Personnel Board for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.

- C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the State Personnel Board (SPB) for the non-hearing calendar.
- D. If the parties do not reach an agreement the classification proposal may be submitted to the State Personnel Board.
- E. In the event the State Personnel Board renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

#### **14.2 Out-of-Classification Grievances and Position Allocation Hearing Process**

##### **A. Definitions**

1. An employee is working "out of class" when he/she spends a majority (i.e., more than 50 percent [50%]) of his/her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.

Duties that are appropriately assigned to incumbents in the employee's current classification are not out of class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California State Personnel Board specification.

Training and Development assignments are not out-of-class work.

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.
3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

##### **B. Authorization and Rate of Pay**

1. Notwithstanding Government Code Sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to 120 calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:
  - a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
  - b. Cannot feasibly be met through use of other civil service or administrative alternatives.
2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.
3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to Title 2 Cal. Code Regs Section 599.673, 599.674, or 599.676 if appointed to the higher classification.
4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

##### **C. Out-of-Class Grievances and Allocation Appeals**

1. The grievance and arbitration procedure described in subsection D. below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the Department of Personnel Administration referenced in Government Code Section 19818.16 or the State Board of Control.
2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code Sections 19818.6 and 19818.20.
3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.
4. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one (1) year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.

5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

**D. Grievance Procedure and Time Limits**

1. An employee's grievance initially shall be discussed with the employee's supervisor.
  2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance may be filed on a form provided by the State within:
    - a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
    - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.
    - c. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in Item b. above.
  3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in Article 6.
  4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
  5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the Department of Personnel Administration.
  6. The Director of the Department of Personnel Administration or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
  7. If the grievance is not resolved by the Department of Personnel Administration, the Union shall have the right to submit the grievance to arbitration in accordance with Article 6, Section 6.11.
  8. Article 6, Section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.
- E.** The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure Section 1286.2 et seq.
- F.** The parties agree to support legislation to amend Government Code Section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.
1. Government Code Section 19818.8 (a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by Section 19050.8.
  2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

**14.3 Classification/Pay Data**

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for Units 1, 3, 4, 11, and 15 rank-and-file employees.

**14.4 Duty Statements, Post Orders, and Work Instructions**

- A. An employee, shall be provided a duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the SPB job classification specifications.
- B. Post orders in CDC and work instructions in CYA will be provided where applicable.
- C. Duty statements, post orders, and work instructions shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, his/her duty statement shall be reviewed, and if necessary, updated to reflect his/her current duties.
- D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.

- E. The parties recognize that Post Orders in CDC and Work Instructions in CYA are not grievable or arbitrable.

#### **14.5 Automation and New Technology**

The State shall endeavor to notify the Union 180 days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

#### **14.6 Job Announcements**

When a department posts a job announcement for which two classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

#### **14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees**

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

#### **14.8.15 Janitorial Staffing Levels for Cleaning (Unit 15)**

- A. It is the responsibility of the Department of General Services to adopt and promote a uniform staffing level for the cleaning of State-owned buildings and leased buildings cleaned by State civil service janitors. This staffing level has been identified at an average of 19,000 gross square feet per janitor.
- B. All State agencies employing janitors will base their cleaning program on this 19,000 square feet standard. Staffing at individual buildings may vary above or below the standard according to conditions; however, each agency's total janitor workforce must be programmed at 19,000 gross square feet per position.
- C. The Department of General Services will adopt new staffing levels for State owned and leased buildings, cleaned by State civil service janitors. Staffing levels are utilized as guidelines for budgeting purposes in determining staffing levels for new, existing or remodeled facilities. Staffing levels may be adjusted with consideration for client needs and facility requirements (e.g. building age, traffic patterns, building design and use.) These standards will be based on cleaning surveys, cleaning factors and levels of service. It is recognized that the staffing levels will differ from building to building based upon these factors.
- D. Joint Labor/Management Janitorial Committee – The State and the Union agree to establish a Joint Union/Management Committee consisting of six (6) members, three (3) of whom shall be selected by and represent the Department of General Services and three (3) whom shall be selected by and represent the employee organization. In addition, the committee shall be co-chaired by one (1) management and one (1) labor representative. The co-chair representatives shall act without a vote. The function of the committee shall be to review and develop janitorial staffing levels and standards.
  - a. The committee shall also serve in an advisory capacity relative to making recommendations on issues such as improved cleaning processes and procedures, employee safety and identifying employee training needs;
  - b. The co-chairs of the committee shall establish the agenda, scope, time-line, etc. Union members on the committee shall be allowed a reasonable amount of time for committee activity without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
  - c. The provisions under Article 15.3 (D) are not subject to the grievance and arbitration procedures.
- E. This committee shall attempt to resolve all pending arbitrations/grievances that have been filed by the Union under this section since August 8, 2000\*. Additionally, the committee shall attempt to resolve PERB Case No. LA-CE-462-S (1998). Those that the committee cannot resolve in a 30-calendar day process will go through the normal grievance process.

\*The State and the Union had identified the following arbitrations and some of the grievances outstanding at this time:

1. DPA 00-15-0008 (8/8/00)
2. 1515 Clay Street, Oakland (5/2/01)
3. 450 N Street, Sacramento (6/12/01)

## ARTICLE 15 – TRANSFER

### 15.1 Appeal of Involuntary Transfer

- A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.
- B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.
- C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.
- D. Employees, who are unwilling to accept the geographical transfer required by their current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, or voluntary retirement or resignation. Such employees who meet the Department of Personnel Administration, State Restriction of Appointments (SROA) definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of their current class or other classes to which he/she can transfer, pursuant to the SROA Process. Article 16 shall govern employee rights and appeals under these conditions.
- E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D. above.
- F. When a department has two or more employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence consideration shall be given for the affected employee's seniority in accordance with Government Code 19994.2.

#### 15.1.15 Appeal of Involuntary Transfer (Unit 15)

##### G. Joint Labor/Management Committee

In the event that it becomes necessary for a department to involuntarily transfer five (5) or more employees in Bargaining Unit 15 covered by this agreement, the State and the Union will form a Joint Labor/Management Committee to address the affects of such transfer, including but not limited to the following issues:

Job placement assistance at the worksite to provide advice, counsel and placement of employees.

Available vacancies in other departments in employees' current classifications or other classes to which they can transfer.

Publication and dissemination of job opportunity bulletins.

Reasonable amount of State paid release time for employees to participate in employment interviews associated with the efforts described above.

The committee shall have equal number of representatives from the State and the Union and shall convene within no less that sixty (60) calendar days of the effective date of the involuntary transfer and shall be provided a reasonable amount of State paid release time to meet with affected employees at the workplace to discuss employees' rights and options in accordance with Government Code, and the Contract.

##### H. Change In Work Location

The State shall endeavor to provide a Unit 15 employee with thirty (30) calendar days, but in no case shall the State provide less than fifteen (15) calendar days notice of a permanent change in their work location when the change is made at other than the employee's request. Upon request, a Unit 15 employee will be given the reasons in writing.

An employee can submit a written request to change his/her work location. The department shall respond in writing no later than fifteen (15) calendar days of the request.

### 15.2 Hardship Transfer

The State and the Union recognize the importance of hardship transfers as a way of dealing with Work and Family issues.

An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code Section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship. The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level. Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable Department of Personnel Administration laws and rules.

This section is not subject to the grievance and arbitration procedure of this Contract.

**15.3.1 Pilot Post and Bid (Unit 1)**

In regards to Post and Bid, Section 15.3, if any party pursues legal action regarding the constitutionality of this Section, the State and the Union agree to jointly participate in the defense against any litigation.

Effective Date: This pilot Post and Bid proposal takes effect ninety (90) calendar days following ratification by the Legislature and the Union's membership, unless otherwise indicated by the terms of the proposal.

During the life of the pilot program, a Post and Bid Joint Labor/Management Committee shall be established. The Committee will be comprised of three (3) Union and three (3) management representatives. Union representatives shall be chosen by the Union and management representatives shall be chosen by management. The Committee will meet at least quarterly to review how the process is working and make recommendations to adjust the process but not the concept of this pilot post and bid program. Unless mutually agreed otherwise, this pilot program terminates with expiration of the contract.

When a Department decides to fill a full-time permanent position, selection will be based on the following criteria, using a ratio of fifty percent (50%) by post and bid and fifty percent (50%) by other hiring methods. This article shall apply to the following classifications and departments:

Class Code	Classification	Department
1787	Key Account Specialist, California State Lottery	State Lottery
5284	Associate Budget Analyst	Department of Education
8690	Business Tax Representative	Board of Equalization
4177	Accountant I, Specialist	Department of Corrections
9485	Apprenticeship Consultant	Department of Industrial Relations
9210	Workers' Compensation Consultant	
4640	Environmental Planner	Department of Transportation
4101	Financial Institutions Examiner	Dept. of Financial Institutions
9513	Fair Employment & Housing Consultant I	Dept. of Fair Employment & Housing
9511	Fair Employment & Housing Consultant II	
1360	Information Systems Technician	Franchise Tax Board
1353	Computer Operators	
5278	Management Services Technician	All Departments, excluding EDD

The parties agree that by June 1, 2003, the above list may be expanded to cover at least an additional 2,200 positions.

**A. Eligibility to Bid**

1. To be eligible to bid employees must have immediate list eligibility and/or be eligible for appointment to the posted position under the civil service rules and meet one of the following:
  - a. Have permanent full-time civil service status, or
  - b. Have permanent intermittent civil service status and meet the eligibility criteria for a time base change under State Personnel Board Rule 277.
2. Employees who are on probation or on an official Training and Development assignment are not eligible to bid.



3. Employees must meet the minimum qualifications for the posted position which includes any educational or certificate requirements and possess the physical abilities to perform the essential functions of the posted position.
4. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
5. For the 12 calendar months preceding onset of the bid process, an employee who receives an adverse action which relates to the employee's job performance will be precluded from participation in the bid process.
6. An employee who successfully bids pursuant to this section is precluded from bidding on any position for a period of twelve (12) months from the date appointed to the position. When an employee has two or more bids pending and accepts an offer, all outstanding bids shall be deemed withdrawn. The employee shall notify the contact person(s) for those outstanding bids.
7. An employee who declines the offered position pursuant to this section, is precluded from bidding on any position for a period of three (3) months from the date the position was declined.

**B. Exclusions**

1. **Mandatory Placement:** This article shall not apply when an employee must be placed by mandatory reinstatement, placement of employee subject to layoff, State Restrictions of Appointments/Surplus lists, proper placement such as but not limited to, reasonable accommodations, ADA, workers compensation, limited duty, Family Medical Leave Act, hardship transfer.
2. This article does not preclude management from transferring employees or denying an employee's transfer for verifiable security, safety or other job related reasons (e.g., restraining orders, violence in the workplace, court orders).
3. The State reserves the right to assign/reassign employees where needed, under certain circumstances, such as, but not limited to emergencies, reorganizations, budgetary constraints or extreme operational needs. This section shall not be used to circumvent the Post and Bid process.
4. The above exclusions do not count as part of the 50%/50% ratio.

**C. Bid Notice Posting**

Bid notices shall be posted for a period of no less than ten (10) calendar days where job announcements are normally posted, (e.g., VPOS, intranet, department internet sites, personnel offices, bulletin boards, etc.).

**D. Bid notices shall at a minimum include:**

1. The classification of the posted position;
2. Department, section and geographic location;
3. A statement of duties outlining:
  - a. the duties of the position;
  - b. required technical and professional skills and abilities;
  - c. any educational or certificate requirements;
  - d. the physical abilities required to perform the essential functions of the posted position; and
  - e. any specific departmental requirements, including, but not limited to bonding, fingerprinting, background checks, medical clearances.
4. The final date by which bids must be received;
5. Locations where bid forms may be acquired;
6. The personnel office or designated location to which the bids are to be submitted;
7. The name, telephone number and e-mail address of a departmental contact person who can provide additional information about the position;
8. The window period in which an employee needs to be available for contact; and
9. Any differentials that may apply to the position or a statement that no differentials exist.

**E. Bid Submittal**

Eligible employees may bid for posted positions by submitting a completed bid form provided by the department. Bid forms must be received on or before the date specified in the posted bid notice.

**F. Seniority**

1. For purposes of this article "seniority" is defined as total months of State service as used for vacation/annual leave accrual purposes. When two or more employees apply for a specific position and have equal State service seniority, the tie shall be broken as follows: total months of State service within the Department of the posted position, then by lot.
2. Seniority will be based on the employee's seniority as of the December 2001 pay period. A new seniority list shall be calculated each December thereafter.
3. The seniority list shall be made available upon request to all employees.
4. Any challenge to an employee's seniority score must be filed within thirty (30) calendar days of the list becoming available.
5. The seniority list, as modified by any successful challenge, shall be the sole determinant of seniority for Post and Bid selections until a new list is developed.

**G. Selection**

1. All bidders must satisfy the Eligibility to Bid criteria in Section A.
  2. Selection will be based on the departmental geographic area (geographic region, program, division, etc.). The most senior bidder, if any, within the departmental geographic area shall be offered the position. If no employee from the departmental geographic area bids, then the most senior bidder in the department shall be offered the position. If no departmental employee bids, the position shall be offered to the bidder with the highest seniority, regardless of department.
  3. If the most senior bidder within the appropriate pool declines the position, then the procedure continues by offering the position to the next most senior bidder until there are no bidders left. When there are no bidders left, management may then fill the posted position through any other means. Positions filled by any other means count as if filled by the Post and Bid procedure.
  4. The individual selected under the terms of this article shall have a maximum of five (5) workdays from date of contact to accept or reject the offer unless the appointing power agrees to more time. Failure to respond to the contact person within the timeframe allowed shall be considered a rejection of the offer by the employee.
  5. The individual selected will be expected to report to the new position in no less than fourteen (14) calendar days unless agreed otherwise by the current and hiring supervisor. The start date must be effective within 30 calendar days of the date the employee accepted the position. If a position requires additional hiring approval, such as, but not limited to, medical clearance, fingerprinting, bonding, or background checks a conditional job offer will be made and the report date will be established based on approved clearance dates.
- H. Bidding employees who accept appointments waive any and all rights to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses in whole or in part at management's discretion.**
- I. The department will notify all bidders of the bid award in writing, including name, seniority score and pool of the winning bidder within five (5) days of awarding the bid.**

**J. 30 Day Trial Period**

Within 30 days of appointment:

1. All non-probationary employees have the right to a "no-fault" return to their former position (as defined in Government Code Section 18522).
2. Management reserves the right to return a non-probationary employee to their former position (as defined in Government Code Section 18522) for verifiable reasons. Such return shall be "no-fault" and the position shall be re-bid. The employee's right to bid shall be restored.
3. An employee accepting a bidded position with the same appointing power, who is serving a probationary period, may return to their former position via a "no-fault" transfer or demotion.
4. An employee accepting a bidded position with another appointing power may return to their former appointing power via a "no-fault" transfer or demotion with agreement of the former appointing power. If the former appointing power is not in agreement, the employee may not be returned to their former appointing power except through a "no-fault" rejection from probation.

**K. Dispute Resolution**

Employees who dispute the appropriateness of the bid award for the posted position may file a written protest. The protest shall be filed within five (5) work days after receipt of the notification provided under section I, above. Protests shall be filed with the Post and Bid Joint Resolution Committee, on a form provided by the department.

The selected bidder's appointment date will be put on hold. The Post and Bid Joint Resolution Committee has ten (10) work days to issue a decision in writing to the person filing the dispute. The Post and Bid Joint Resolution Committee shall be comprised of two (2) persons appointed by the appointing authority/Department that has the position and two (2) persons appointed by the Union respectively. Disputes will be resolved by a majority vote. A tie will be broken by lot. If the decision is found in the favor of the complainant, the selected bidder will be notified and the decision will be final and not precedential.

- L. Each appointing authority shall maintain sufficient data to track and verify compliance with this provision. Such information shall be maintained by the appointing power for three (3) years and shall be made available to the Union upon request.

**15.3.3 Employee Opportunity Transfer (Unit 3)**

- A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities, or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
  - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent full-time employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the nonselection.
- D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a 30-calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

**15.3.4 Pilot Post and Bid (Unit 4)**

In regards to Post and Bid, Section 15.3, if any party pursues legal action regarding the constitutionality of this section, the State and the Union agree to jointly participate in the defense against any litigation.

**Effective Date:** This pilot Post and Bid proposal takes effect ninety (90) calendar days following ratification by the Legislature and the Union's membership, unless otherwise indicated by the terms of the proposal.

During the life of the pilot program, a Post and Bid Joint Labor/Management Committee shall be established. The Committee will be comprised of three (3) Union and three (3) management representatives. Union representatives shall be chosen by the Union and management representatives shall be chosen by management. The Committee will meet at least quarterly to review how the process is working and make recommendations to adjust the process but not the concept of this pilot post and bid program. Unless mutually agreed otherwise, this pilot program terminates with expiration of the contract.

When a Department decides to fill a full-time permanent position, selection will be based on the following criteria, using a ratio of fifty percent (50%) by post and bid and fifty percent (50%) by other hiring methods. This article shall apply to the following classifications.

Class Code	Classification
1441	Office Assistant (G) Excludes EDD*
1379	Office Assistant (T) Excludes EDD*

\*EDD employees may bid for positions in other Departments.

The parties agree that by June 1, 2003, the above list may be expanded to cover at least four (4) additional classifications.

**A. Eligibility to Bid**

1. To be eligible to bid, employees must have immediate list eligibility and/or be eligible for appointment to the posted position under the civil service rules and meet one of the following:
  - a. Have permanent full-time civil service status; or
  - b. Have permanent intermittent civil service status and meets the eligibility criteria for a time base change under State Personnel Board Rule 277.
2. Employees who are on probation or on an official Training and Development assignment are not eligible to bid.
3. Employees must meet the minimum qualifications for the posted position which includes any educational or certificate requirements and possess the physical abilities to perform the essential functions of the posted position.
4. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
5. For the 12 calendar months preceding onset of the bid process, an employee who receives an adverse action which relates to the employee's job performance will be precluded from participation in the bid process.
6. An employee who successfully bids pursuant to this section is precluded from bidding on any position for a period of twelve (12) months from the date appointed to the position. When an employee has two or more bids pending and accepts an offer, all outstanding bids shall be deemed withdrawn. The employee shall notify the contact person(s) for those outstanding bids.
7. An employee who declines the offered position pursuant to this section, is precluded from bidding on any position for a period of three (3) months from the date the position was declined.

**B. Exclusions**

1. **Mandatory Placement:** This article shall not apply when an employee must be placed by mandatory reinstatement, placement of employee subject to layoff, State Restriction of Appointments/Surplus lists, proper placement such as but not limited to, reasonable accommodations, ADA, workers compensation, limited duty, Family Medical Leave Act, hardship transfer.
2. This article does not preclude management from transferring employees or denying an employee's transfer for verifiable security, safety, or other job related reasons (e.g., restraining orders, violence in the workplace, court orders).
3. The State reserves the right to assign/reassign employees where needed, under certain circumstances, such as, but not limited to emergencies, reorganizations, budgetary constraints or extreme operational needs. This section shall not be used to circumvent the Post and Bid process.
4. The above exclusions do not count as part of the 50/50 ratio.

**C. Bid Notice Posting**

Bid notices shall be posted for a period of no less than ten (10) calendar days where job announcements are normally posted (e.g., VPOS, intranet, department internet sites, personnel offices, bulletin boards, etc.).

**D. Bid Notices Shall at a Minimum Include:**

1. The classification of the posted position;
2. Department, section and geographic location;
3. A statement of duties outlining:
  - a. the duties of the position;
  - b. required technical and professional skills and abilities;
  - c. any educational or certificate requirements;
  - d. the physical abilities required to perform the essential functions of the posted position; and
  - e. any specific departmental requirements, including, but not limited to bonding, fingerprinting, background checks, medical clearances;
4. The final date by which bids must be received;

5. Locations where bid forms may be acquired;
6. The personnel office or designated location to which the bids are to be submitted;
7. The name, telephone number and e-mail address of a departmental contact person who can provide additional information about the position;
8. The window period in which an employee needs to be available for contact; and
9. Any differentials that may apply to the positions or a statement that no differentials exist.

**E. Bid Submittal**

Eligible employees may bid for posted positions by submitting a completed bid form provided by the department. Bid forms must be received on or before the date specified in the posted bid notice.

**F. Seniority**

1. For purposes of this article "seniority" is defined as total months of State service as used for vacation/annual leave accrual purposes. When two or more employees apply for a specific position and have equal State service seniority, the tie shall be broken as follows: total months of State service within the Department of the posted position, then by lot.
2. Seniority will be based on the employee's seniority as of the December 2001 pay period. A new seniority list shall be calculated each December thereafter.
3. The seniority list shall be made available upon request to all employees.
4. Any challenge to an employee's seniority score must be filed within thirty (30) calendar days of the list becoming available.
5. The seniority list, as modified by any successful challenge, shall be the sole determinant of seniority for Post and Bid selections until a new list is developed.

**G. Selection**

1. All bidders must satisfy the Eligibility to Bid criteria in Section A.
2. Selection will be based on the departmental geographic area (Geographic region, program, division, etc.). The most senior bidder, if any, within the departmental geographic area shall be offered the position. If no employee from the departmental geographic area bids, then the most senior bidder in the department shall be offered the position. If no departmental employee bids, the position shall be offered to the bidder with the highest seniority, regardless of department.
3. If the most senior bidder within the appropriate pool declines the position, then the procedure continues by offering the position to the next most senior bidder until there are no bidders left. When there are no bidders left, management may then fill the posted position through any other means. Positions filled by any other means count as if filled by the Post and Bid procedure.
4. The individual selected under the terms of this article shall have a maximum of five (5) workdays from date of contact to accept or reject the offer unless the appointing power agrees to more time. Failure to respond to the contact person within the time frame allowed shall be considered a rejection of the offer by the employee.
5. The individual selected will be expected to report to the new position in no less than fourteen (14) calendar days unless agreed otherwise by the current and hiring supervisor. The start date must be effective within 30 calendar days of the date the employee accepted the position. If a position requires additional hiring approval, such as, but not limited to, medical clearance, fingerprinting, bonding, or background checks a conditional job offer will be made and the report date will be established based on approved clearance dates.

H. Bidding employees who accept appointments waive any and all rights to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses in whole or in part at management's discretion.

I. The department will notify all bidders of the bid award in writing, including name, seniority score and pool of winning bidder within five (5) days of awarding the bid.

**J. 30 Day Trial Period**

Within 30 days of appointment;