



**AGREEMENT**  
between  
**STATE OF CALIFORNIA**  
and  
**CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)**  
covering

**BARGAINING UNITS 11**  
**ENGINEERING AND SCIENTIFIC TECHNICIANS**

Effective  
**July 3, 2003 through June 30, 2005**

**BARGAINING UNIT 11  
ENGINEERING AND SCIENTIFIC TECHNICIANS**

**TABLE OF CONTENTS**

**PREAMBLE.....9**

**ARTICLE 1 – RECOGNITION ..... 9**

**ARTICLE 2 – UNION REPRESENTATION RIGHTS ..... 9**

    2.1 Union Representatives ..... 9

    2.2 Access ..... 10

    2.3 Use of State Equipment ..... 10

    2.4 Distribution of Union Information ..... 11

    2.5 Use of State Facilities..... 11

    2.6 Steward Time Off ..... 11

    2.7 Employee Time Off..... 12

    2.8 Union Steward Protection..... 12

    2.9 Union Information Packets ..... 12

    2.10 Orientation..... 12

    2.11 Bargaining Unit Chair Time Off ..... 12

**ARTICLE 3 – UNION SECURITY..... 12**

    3.1 Union Security ..... 12

    3.2 Release of Home Addresses: Non Law Enforcement Employees ..... 13

**ARTICLE 4 – STATE’S RIGHTS..... 15**

**ARTICLE 5 – GENERAL PROVISIONS ..... 15**

    5.1 No Strike..... 15

    5.2 No Lockout ..... 15

    5.3 Individual Agreements Prohibited..... 15

    5.4 Savings Clause ..... 16

    5.5 Reprisals ..... 16

    5.6 Supersession..... 16

    5.7 Non-Discrimination ..... 21

    5.8 Sexual Harassment..... 22

    5.9 Joint Labor/Management Committee on Discrimination (JLMCD) ..... 22

    5.10 Labor/Management Committees ..... 23

    5.11 Dignity Clause ..... 24

    5.12 Upward Mobility Joint Labor/Management Committee..... 24

<b>ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES .....</b>	<b>25</b>
6.1 Purpose .....	25
6.2 Definitions.....	25
6.3 Time Limits .....	25
6.4 Waiver of Steps .....	25
6.5 Presentation .....	25
6.6 Informal Discussion .....	26
6.7 Formal Grievance – Step 1 .....	26
6.8 Formal Grievance – Step 2 .....	26
6.9 Formal Grievance – Step 3 .....	26
6.10 Response .....	26
6.11 Formal Grievance – Step 4 .....	27
6.12 Health and Safety Grievances.....	27
6.13 Grievance Review .....	29
<b>ARTICLE 7 - HOLIDAYS.....</b>	<b>29</b>
<b>ARTICLE 8 – LEAVES .....</b>	<b>33</b>
8.1 Vacation Leave.....	33
8.2 Sick Leave.....	35
8.3 Bereavement Leave .....	37
8.4 Parental Leave .....	37
8.5 Adoption Leave .....	38
8.6 Union Leave .....	38
8.7 Unpaid Leave of Absence .....	39
8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave).....	40
8.9 Catastrophic Leave - Natural Disaster .....	41
8.10 Release Time for State Civil Service Examinations .....	42
8.11 Release Time for State Personnel Board Hearings .....	42
8.12 Leave Credits Upon Transfer in State Service .....	42
8.13 Court Appearance and/or Subpoenas.....	42
8.14 Jury Duty .....	43
8.15 Personal Leave Program: 1992.....	43
8.16 Family Medical Leave Act (FMLA) .....	44
8.17 Mentoring Leave.....	46
8.18 Work and Family Participation.....	47
8.19 Annual Leave Program.....	48

8.20 Paid Time Off – Precinct Election Board .....	49
8.21 Personal Leave Program.....	50
<b>ARTICLE 9 – HEALTH AND WELFARE .....</b>	<b>51</b>
9.1 Benefit Plans .....	51
9.2 Dental Benefit Plans.....	52
9.3 Vision Benefit Plan .....	53
9.4 Rural Health Care Equity Program .....	53
9.5 Employee Assistance Program .....	54
9.6 Pre-Tax of Health and Dental Premiums Costs .....	55
9.7 Pre-retirement Death Continuation of Benefits.....	55
9.8 Joint Union/Management Benefits Advisory Committee .....	56
9.9 Presumptive Illness .....	56
9.10 Employee Injury on the Job.....	56
9.11 Employee Injury or Disability .....	56
9.12 Non-Industrial Disability Insurance .....	57
9.13 Enhanced Industrial Disability Leave (EIDL) .....	58
9.14 FlexElect Program.....	59
9.15 Long-Term Care Insurance Plan .....	59
9.16 Temporarily Disabled Employees.....	59
9.17 Industrial Disability Leave.....	60
9.18 Group Legal Service Plan .....	61
9.19.11 Life Insurance.....	61
<b>ARTICLE 10 – HEALTH AND SAFETY .....</b>	<b>62</b>
10.1 Health and Safety Commitment .....	62
10.2 Health and Safety Committees.....	62
10.3 Occupational Hazards .....	62
10.4 Injury and Illness Prevention Programs.....	63
10.5 Emergency Evacuation Procedures .....	63
10.6 Safety Equipment .....	63
10.7 Protective Clothing .....	63
10.8 Medical Monitoring .....	64
10.9 Hazardous Materials .....	64
10.10 Employee Restroom Facilities .....	64
10.11 Access to Work Areas 24 Hours .....	64
10.12 Personal Alarms .....	64

10.13 Referral of Assault/Battery .....	65
10.14 Computer Work Stations .....	65
10.15 Assaultive Behavior.....	66
10.16 Workplace Violence Prevention .....	66
10.17 Independent Medical Examinations .....	66
10.18 Infectious Disease Control .....	66
10.19 Precautions Against Exposure to Bloodborne Pathogens.....	67
10.20 Remodeling/Renovations and Repairs.....	68
10.21 Pest Control.....	68
10.22 Smoking Cessation .....	69
10.23.11 Health and Safety Inspections.....	69
10.24.11 Health and Safety Education and Training.....	69
10.25.11 Health and Safety Incentive Award Program - DWR.....	70
<b>ARTICLE 11 – SALARIES .....</b>	<b>70</b>
11.1 Salaries .....	70
11.2 Salary Definitions .....	70
11.3 Timely Payment of Wages .....	71
11.4 Merit Salary Adjustments (MSA) .....	72
11.5 Night Shift Differential.....	72
11.6 Bilingual Differential Pay .....	72
11.7 Sustained Superior Accomplishment Awards .....	74
11.8 Union-Management Committee on State Payroll System .....	74
11.9 Recruitment and Retention Differentials.....	75
11.10 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons .....	75
11.11 Deferred Compensation Plans .....	76
11.12 Tax Deferral of Lump Sum Leave Cash Out Upon Separation .....	76
11.13.11 Out-of-State Pay Differential .....	77
11.14.11 Commercial Driver’s License Differential .....	77
11.15.11 Water Treatment Plant Differential .....	78
11.16.11 Diving Pay .....	79
11.17.11 Long Term Differential.....	79
11.18.11 DNA Pay Differential – Department of Justice.....	80
11.19.11 Pile Load Testing Differential .....	80
11.20.11 Climbing Pay .....	80

<b>ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS.....</b>	<b>81</b>
12.1 Business and Travel Expense.....	81
12.2 Moving and Relocation Expenses.....	86
12.3 Parking Rates.....	87
12.4 Commute Program.....	87
12.5 Transportation Incentives.....	88
12.6 State Owned Housing.....	88
12.7 Overtime Meal Benefits and Allowances - CDC and CYA.....	90
12.8 Overtime Meal Allowance.....	90
12.9 Damaged or Destroyed Personal Property.....	91
12.10 Uniform Replacement Allowance.....	91
12.11 Tools, Business Equipment, Materials and Supplies.....	92
12.12 Professional Dues.....	92
12.13 Reimbursement of Fees.....	92
12.14.11 Pest Control License.....	92
<b>ARTICLE 13 – CAREER DEVELOPMENT.....</b>	<b>93</b>
13.1 Personnel and Evaluation Materials.....	93
13.2 Personal Performance Session.....	94
13.3 Joint Apprenticeship Committee.....	94
13.4 Performance Appraisal of Permanent Employees.....	95
13.5.11 Education and Training.....	95
13.6.11 Professional Certification or Registration.....	98
13.7.11 Special Certification Requirements – Caltrans.....	99
13.8.11 Technician Rotation – Caltrans (Unit 11).....	100
<b>ARTICLE 14 – CLASSIFICATION.....</b>	<b>101</b>
14.1 Classification Changes.....	101
14.2 Out-of-Classification Grievances and Position Allocation Hearing Process.....	101
14.3 Classification/Pay Data.....	104
14.4 Duty Statements, Post Orders, and Work Instructions.....	104
14.5 Automation and New Technology.....	104
14.6 Job Announcements.....	105
14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees.....	105
14.8 Contracting Out.....	105
<b>ARTICLE 15 – TRANSFER.....</b>	<b>109</b>
15.1 Appeal of Involuntary Transfer.....	109

15.2 Hardship Transfer.....	110
15.3.11 Post and Bid Program (Unit 11) .....	111
<b>ARTICLE 16 – LAYOFF .....</b>	<b>115</b>
16.1 Layoff and Reemployment .....	115
16.2 Reducing the Adverse Effects of Layoff .....	116
16.3 Alternative to Layoff.....	116
16.4 Military Installations .....	116
16.5 Layoff Employee Assistance Program .....	116
<b>ARTICLE 17 – RETIREMENT .....</b>	<b>116</b>
17.1 First Tier Retirement Formula (2% @ 55) .....	116
17.2 Second-Tier Retirement Plan .....	117
17.3 Employee Retirement Contribution Reduction for Miscellaneous Members .....	117
17.4 Employee Retirement Contribution Reduction for Safety Members .....	118
17.5 Employee Retirement Contribution Reduction for STRS Members.....	119
17.6 Employer-Paid Employee Retirement Contributions .....	120
17.7 1959 Survivor's Benefits - Fifth Level .....	120
17.8 Enhanced Industrial Retirement .....	120
<b>ARTICLE 18 – PERMANENT INTERMITTENTS.....</b>	<b>121</b>
<b>ARTICLE 19 – HOURS OF WORK AND OVERTIME .....</b>	<b>125</b>
19.1 Hours of Work .....	125
19.2 Overtime.....	126
19.3 Rest Periods.....	127
19.4 Meal Periods .....	128
19.5 Set Up/Shut Down Time.....	128
19.6 Flexible Work Hours .....	128
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 Overtime Assignments for Work Week Group 2 Employees in Bargaining Units 1, 4, and 11 .....	131
19.11.11 Overtime Assignments for Work Week Group 2 Employees in Bargaining Units 1, 4, and 11 .....	131
19.12.11 Standby Duty – Department of Fish and Game .....	132
19.13.11 Double Backs – Department of Food and Agriculture .....	132

19.14.11 Rotating Shift Program – Department of Fish and Game.....	132
<b>ARTICLE 20 – WORK AND FAMILY .....</b>	<b>133</b>
20.1 Work and Family Labor/Management Committee .....	133
20.2 Dependent Care .....	133
<b>ARTICLE 21 – MISCELLANEOUS .....</b>	<b>134</b>
21.1 Telecommute/Telework Program .....	134
21.2 Electronic Monitoring .....	135
21.3 Class A and Class B Commercial Driver's License .....	135
21.4.11 Drug and Alcohol Testing .....	137
<b>ARTICLE 22 – ENTIRE AGREEMENT AND DURATION.....</b>	<b>139</b>
22.1 Entire Agreement .....	139
22.2 Duration.....	140
<b>SIDE LETTERS .....</b>	<b>140</b>
Side Letter #1 – Court Decisions.....	140
Side Letter #2 – Next Step Program .....	140
Side Letter #3 – Golden Handshake .....	140
Side Letter #4 – Streamlining the State Safety Retirement Process.....	141
Side Letter #5 – Domestic Partner .....	141
Side Letter #8 – Addendum to the Memorandum of Understanding between the State of California and CSEA, Local 1000, SEIU, Units 1, 4, and 11 .....	141
Side Letter #9 - Mitigation .....	141
Side Letter #10.11 Fish and Wildlife Specialist (Lead).....	142
Side Letter #11.11 Between CSEA Bargaining Unit 11 and the Department of Water Resource – Water Resources Technician II Differential.....	142
Side Letter #12.11 Between CSEA Bargaining Unit 11 and CalTrans .....	144
<b>ADDENDUM I .....</b>	<b>148</b>
Time off for Victims of Domestic Violence .....	148
<b>ADDENDUM II .....</b>	<b>150</b>
<b>SALARY SCHEDULE .....</b>	<b>151</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 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 "A" 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 Victim Compensation and Government Claims Board;
  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 the DPA Step of the Grievance Procedure.

## **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 and telecommunication devices for the deaf (TDD) 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. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.

- D. 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**

- A. 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.
- B. The packet of information provided by CSEA shall include a pre-addressed, stamped postcard that the employee may use to notify CSEA of a new appointment.

## **2.10 Orientation**

- A. During any regularly scheduled orientation session for new employees, a Union representative 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 rescission 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 to 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, 4, 11, 14, 15 and 20 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, 4, 11, 14, 15, or 20 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 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.

NOTE: Each Unit has its own Supersession language with the new GC #s under Life Insurance.

### 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 Merit Salary Adjustments (MSA).
2. Step Increases
  - 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
  - 19832 Establishes annual MSAs 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 MSAs 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 to employees. (Units 1, 4, 11, & 20 only)
- 3. Holidays
  - 19853 Establishes holidays
  - 19854 Adds Personal Holiday
- 4. Vacations
  - 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
  - 19856.1 Allows DPA to establish rules for vacation accrual for absences of ten days or less.
  - 19858.1 Establishes vacation earning rate.
  - 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.
- 5. Sick Leave
  - 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
  - 19861 Allows DPA to establish rules for sick leave accrual for absences of ten days or less.
  - 19862 Allows for accumulation of sick leave.
  - 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 DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
  - 19866 Allows rules to allow sick leave accumulations for non-civil service employees.

- 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.
6. Uniforms, Work Clothes, and Safety Equipment
- 19850 Definitions
- 19850.3 DPA to determine the need for Uniform Replacement
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.
7. 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 disability 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.
8. 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 case 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.
- 9. Life Insurance
  - 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.
- 10. 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.
- 11. Workweek
  - 19843 Establishes Work Week Groups.
  - 19851 Sets 40-hour workweek and eight-hour day.
- 12. Overtime
  - 19844 Directs DPA to establish rules regarding cash compensation 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.
- 13. Deferred Compensation
  - 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
- 14. Relocation Expenses
  - 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 15. 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.
16. Unpaid Leaves of Absence
- 19991 Allows release time for civil service examinations.
- 19991.1 Allows leave without pay, not to exceed one year, assures right of return.
- 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.
17. Performance Reports
- 19992 Allows the establishment of performance standards.
- 19992.1 Requires performance reports to be accurate.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.
18. 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.
19. 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 recertification 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 should receive assistance in finding other placement in State service.
  - 19998.1 State restriction on appointments.
20. Incompatible Activities
- 19990 Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.
21. Training
- 19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.
  - 19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

## 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, gender expression, gender identity, 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 pursuant to the Americans with Disabilities Act 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 subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment 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.

- ADA and issues related to persons with disabilities (including AB 2222 implementation).
- 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.
  6. Interaction with SPB as SPB revises the sections on EEO-related of its "Selection Manual" (Merit Manual), through joint review and drafting of relevant sections.
  7. Review of data and reports on current status of disproportionate adverse actions for civil rights protected employee groups.
- C. The committee shall begin meeting within sixty (60) 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 State and the Union agree to work with the various hiring authorities regarding the implementation of existing agreed recommendations from the December 2000 JLMC report that have not been implemented as of June 30, 2003 and implementation of the 2003 JLMCD report during the life of this contract.
- E. 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.

### **5.12 Upward Mobility Joint Labor/Management Committee**

- A. The State and the Union agree to establish a Joint Labor/Management Committee on Upward Mobility to assist departments in complying with their upward mobility requirements.
- B. Each department shall establish an upward mobility program consistent with State Personnel Board Regulations.
- C. The Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by DPA and four (4) Union members selected by the Union. The committee shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.
- D. The committee will meet at least quarterly, commencing no later than ninety (90) days after ratification of this Contract. Members of the committee will be granted state release time for all committee meetings.
- E. The committee will draft a report to the State Personnel Board identifying:
  1. Economic and/or non-economic improvements to upward mobility programs such as but not limited to classifications, career ladders and lattices, education which will encourage greater participation in the programs; and
  2. Outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility.
- F. The committee will submit this report including recommendations to enhance departmental upward mobility programs to the State Personnel Board no later than January 15, 2005.

## **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 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	
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. A department head or designee shall permit an employee to carry over more than 400 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.

- K. If an employee in Unit 1, 14 and Unit 20 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 six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation 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. 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.
- E. An employee will not be denied the right to use sick leave or be subject to any type of corrective or disciplinary action, or in any manner discriminated against for using or attempting to exercise his/her right to use sick leave based solely on the amount of use.
- F. 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.
- G. Sick leave may be accumulated without limit.
- H. Sick leave may be requested and taken in fifteen (15) minute increments.
- I. 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.
- J. 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 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, grandchild, grandparent, 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 (3) 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 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. 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.
9. 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;
  - 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 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 or the first watch 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.

The following section applies to Unit 14 and Unit 15 only.

- C. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite and travel to and from the examination site.

### **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, PLP, annual leave, 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 the 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: 1992**

- 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 Sections 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. On January 1 of each year, 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 Section 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 Annual Leave Program**

- A. Employees in Units 1, 14, and 20 may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave programs at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until twenty four (24) months has elapsed from date of enrollment.
- B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month 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
241 months and over	18 hours per month

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any sick leave accrued as of the effective date of the Agreement, in accordance with applicable laws, rules, or memorandum of understanding. All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.

- C. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fail into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combing all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours 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 annual leave until December 31 because of sick leave; or (5) was on jury duty.
- F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
- G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E, the department may order the employee to take annual leave.
- H. Annual leave request must be submitted in accordance with departmental policies on the 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 annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.
- I. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
- J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Article 8.2, Sick Leave, of this Agreement.
- K. The Enhanced Non-Industrial Disability Insurance (ENDI) in Article 9.14 applies only to those in the annual leave program described above in this Section.
- L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty-four (24) months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).
- M. This section may be amended during the term of this Contract as a result of the negotiated agreement to implement State Disability Insurance.

## **8.20 Paid Time Off – Precinct Election Board**

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA rule 599.930, an employee in Bargaining Units 1, 4, 11, 14, 15 and 20 may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

## 8.21 Personal Leave Program

Effective the first pay period following the signing of this tentative agreement, the State shall implement a mandatory Personal Leave Program for all units 1, 4, 11, 14, 15, and 20 employees. This program shall remain in effect for 12 months. Employees may voluntarily participate in the personal leave program on a continuing basis.

- A. Each full-time employee subject to paragraph B. shall be credited with eight (8) hours of Personal Leave on the first day of the following monthly pay period for each month in the Personal Leave program.
- B. Salary ranges and rates shall be changed to reflect the July 1, 2003 general salary increase; however, each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 5%. In exchange 8 hours of leave will be credited to the employee's Personal Leave Program monthly.
- C. 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 and annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves) and Sections 8.1 (Vacation Leave) and 8.19, (Annual Leave).
- D. 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. 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, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employees personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by federal and state law.
- E. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave Program.
- F. A State employee in the Personal Leave program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the Personal Leave Program not occurred.
- G. The Personal Leave program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- H. The Personal Leave Program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.

- I. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- J. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- K. The Personal Leave Program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- L. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave Program for that month.

## **ARTICLE 9 – HEALTH AND WELFARE**

### **9.1 Benefit Plans**

#### **A. Health Benefit Plans**

##### **1. Health Program Description**

###### **a. Contribution Formula**

Effective January 1, 2004 through December 31, 2005, the employer health benefits contribution for each employee shall be an amount equal to 80 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- 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 Plan**

A. 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.

B. Employee Eligibility

Employee eligibility for vision 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 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, 4, 11, 14, 15 and 20 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, 4, 11, 14, 15 and 20 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, 4, 11, 14, 15 and 20 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, 4, 11, 14, 15 and 20 members, as one of several similar accounts.
- e. Each Unit 1, 4, 11, 14, 15 and 20 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, 4, 11, 14, 15 and 20 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, domestic partner, family, emotional, financial, medical, legal, gender transition 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 using the Employee Assistance Program, 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, domestic partner\* 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, domestic partner\* 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 represent State employees in bargaining units that have agreed to this provision.

\*Upon the enactment of AB205 domestic partner will become acknowledged in this section.

## **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.
- L. This section may be amended during the term of this Contract agreement as a result of the negotiated agreement to implement State Disability Insurance.

### **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 California Public Employees Retirement System (CalPERS). The employee's spouse, parents, and 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 CalPERS and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

#### **9.16 Temporarily Disabled Employees**

- A. When an employee claims to be temporarily disabled and prevented 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 (23<sup>rd</sup>) workday of disability until the end of the fifty-second (52<sup>nd</sup>) 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 (23<sup>rd</sup>) 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.

### 9.19.11 Life Insurance

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.

## **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.

#### **10.7 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. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.

- B. 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.
- C. Any institution currently providing such personal alarm devices will continue to do so.
- D. This provision shall not supercede and existing departmental or institutional policy governing the use of personal alarms.

### **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.

### **10.16 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 forty-eight (48) 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 thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) 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 forty-eight (48) 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 buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.

- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) 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 10.21 (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.

## **10.23.11 Health and Safety Inspections**

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.

## **10.24.11 Health and Safety Education and Training**

- 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).

### **10.25.11 Health and Safety Incentive Award Program - DWR**

- 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 - 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**

Notwithstanding any other Contract provision to the contrary, the general salary of July 1, 2003 shall remain in effect for the term of this Contract unless amended pursuant to Article 22, Section 22.2 B.

### **11.2 Salary Definitions**

Units 1, 4, 11, 14, 15 and 20 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.,  $\$2,300 \times 1.05 = \$2,415$ ). One-step lower is calculated by dividing the rate by 1.05 (e.g.,  $\$2,415 \div 1.05 = \$2,300$ ).
- 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.
- F. Overpayments or any other payroll errors shall be administered in accordance with Government Code Section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.
- G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.

#### **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.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

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

- A. Unit 1, 4, 11, or 20 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.

#### **11.6 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, 4, 11, 14, 15 and 20 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.

### **11.10 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, 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.

### 11.13.11 Out-of-State Pay Differential

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:

SCHEMATIC CODE	CLASS CODE	TITLE	PAY DIFFERENTIAL
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

### 11.14.11 Commercial Driver's License Differential

#### 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.

#### **11.15.11 Water Treatment Plant Differential**

- 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.

#### **11.16.11 Diving Pay**

- 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.

#### **11.17.11 Long Term Differential**

- 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.

#### **11.18.11 DNA Pay Differential – Department of Justice**

- 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.

#### **11.19.11 Pile Load Testing Differential**

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.

#### **11.20.11 Climbing Pay**

- 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 11.21.11 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.

## **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	
Incidentals	up to	\$ 6.00	
<hr/>			
Total	up to	\$40.00	(Every full 24 hours of travel)

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. Breakfast may be claimed and ends at or after 9 a.m.:

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

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. 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

- 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. 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**

Annually, 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**

Annually, 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) hours contiguous to his/her 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) hours contiguous to such a 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. An overtime meal allowance of up to \$8 will only be provided when an employee is required to work two (2) hours contiguous to his/her 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) hours contiguous to such a work shift.

- B. Except for Unit 14 and 20 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. 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.

**12.11 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 job-related professional societies or associations 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.

**12.14.11 Pest Control License**

- 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.

## **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 and visual 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, 4, 11, 14, 15 and 20 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, 4, 11, 14, 15 and 20 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.

### **13.4 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.

### **13.5.11 Education and Training**

- 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.

### **13.6.11 Professional Certification or Registration**

- 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.

### **13.7.11 Special Certification Requirements – Caltrans**

- 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 penetrant 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 or 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.

### **13.8.11 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.

## **ARTICLE 14 – CLASSIFICATION**

### **14.1 Classification Changes**

- A. 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 California Code of Regulations 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 Victims Compensation and Government Claims Board.
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.

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, 4, 11, 14, 15 and 20 rank-and-file employees.

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

- A. An employee, shall be provided with a current duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the State Personnel Board 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.
- F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

### **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 Contracting Out**

##### **A. Purpose**

The union has presented evidence that State departments are presently contracting out work appropriately done by Unit 1, 4, 11, 14, 15 and 20 employees, and that said contracting results in unnecessary additional costs to the State. Thus, the purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by Unit 1, 4, 11, 14, 15 and 20 employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by state departments.

##### **B. Policy Regarding Personal Services Contracts and Cost Savings**

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain Unit 1, 4, 11, 14, 15 and 20 employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

##### **C. Information Regarding Contracts To Be Let**

1. Departments will provide CSEA's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in Unit 1, 4, 11, 14, 15 and 20 class specifications.

2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide CSEA's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed but no less than five (5) business days thereafter provided the contract is/will be for services found in Unit 1, 4, 11, 14, 15 and 20 class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(2).
  3. The purpose of this subsection (C) is to provide CSEA with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with CSEA for this purpose, if requested by CSEA.
- D. Labor/Management Committee To Review Personal Service Contracts In Existence
1. A State Joint labor/management committee shall be established. It shall consist of representatives of CSEA, the Department of Personnel Administration, the Department of Finance and affected departments. The first meeting of this committee shall occur no later than 10 working days from ratification of the MOU, and shall be for purposes of determining the procedures by which the committee will operate. An initial review of all currently existing contracts as requested by the committee shall be completed within six (6) months from ratification of this agreement. However, if this deadline cannot be met due to the number or complexity of existing contracts for review, the committee may mutually agree to extend this deadline.

2. Upon request of the committee (or either party on the committee) each department shall submit copies of any or all personal services contracts that call for services found in Unit 1, 4, 11, 14, 15 and 20 class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than 21 calendar days following the request by the joint labor/management committee, or longer if approved by the committee. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in Unit 1, 4, 11, 14, 15 and 20 class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in Unit 1, 4, 11, 14, 15 and 20 classes. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the committee with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in Unit 1, 4, 11, 14, 15 and 20 class specifications. Costing information provided to the committee for protected contracts shall include total personnel costs for personnel services found in Unit 1, 4, 11, 14, 15 and 20 classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.
3. Within 10 workdays after receipt of the personal service contracts and associated documents as provided for in paragraph D (2) above, the committee shall begin reviewing the contracts. The committee shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the committee will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the committee. Committee determinations regarding contracts let by the Department of Corrections shall be subject to the restrictions set forth in subsection F below.
4. The committee will continue to meet as necessary to examine personal services contracts which have been let.
5. If savings are generated by the termination of personal service contracts under this provision, it is the intent of the State to implement findings of the committee for utilization of said savings. Such findings may include:
  - a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of Unit 1, 4, 11, 14, 15 and 20 employees.

- b. Enabling the employment of Unit 1, 4, 11, 14, 15 and 20 employees for services currently performed by contractors;
- c. Enabling of the conversion to Unit 1, 4, 11, 14, 15 and 20 civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the State Personnel Board.
- d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives.
- e. Such other purposes as may be mutually agreed upon by the joint labor/management committee.

E. Displacement Avoidance

1. The objective of this subsection is to ensure that Unit 1, 4, 11, 14, 15 and 20 employees have preference over contract employees consistent with, but not limited to the following principles.
  - a. The duties at issue are consistent with the Unit 1, 4, 11, 14, 15 and 20 employee's classification;
  - b. The Unit 1, 4, 11, 14, 15 and 20 employee is qualified to perform the job; and,
  - c. There is no disruption in services.
2. To avoid or mitigate Unit 1, 4, 11, 14, 15 and 20 employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the joint labor/management committee that reviews personal services contracts determines that the terms and purpose of the contract permit the State to assign the work to a Unit 1, 4, 11, 14, 15 and 20 employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and CSEA shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a Unit 1, 4, 11, 14, 15 and 20 employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with Section 12.2 Moving/Relocation of the parties' collective bargaining agreement.

#### F. Department of Corrections

1. This section shall not be applicable to the Department of Corrections until such time as it has been approved by the Federal court special master(s). Nothing in this section shall be interpreted or applied in such a manner as to interfere with Federal court orders, the authority of the Federal court or the authority of the special masters.
2. The Department of Corrections shall present this section to the special master(s) immediately in writing upon ratification of this agreement. The parties agree to make themselves immediately available to meet with the special master, on a schedule determined by the special master.
3. No contract for services by the Department of Corrections shall be prohibited, modified, restricted or terminated by virtue of this memorandum of understanding or by operation of the joint labor management committee established by this memorandum of understanding without approval of the Special Masters in *Madrid v. Alameida et al* (as it pertains to contracts effecting Pelican Bay State Prison), and/or the Special Master in the Coleman litigation (as it pertains to contracts effecting Coleman class members), and/or counsel for the parties in the Plata litigation or the Plata court (as it pertains to contracts effecting medical care for Plata class members).
4. If this section is not approved by the special master the parties agree to reopen negotiations for the purpose of agreeing on an alternative contracting out provision, with the goal of satisfying the concerns of the Federal court and CSEA.

#### G. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

## **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.

## **15.2 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.

A department shall provide in writing the reason(s) for the inability to grant the transfer.

This section is not subject to the grievance and arbitration procedure of this Contract.

### 15.3.11 Post and Bid Program (Unit 11)

In regards to Post and Bid, Section 15.3.11, 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.

This section shall remain in effect for the term of the Memorandum of Understanding (MOU) except as follows. Section 15.3.11 of the Unit 11 collective bargaining agreement approved by the Legislature and Governor through Senate Bill 728, Stats. 2002, shall replace this agreement within 60 days of when the judgment and writ of mandate in Sacramento Superior Court Case No. 02CS00787 is stayed or overturned on appeal, and it shall remain in effect for the remaining term of the MOU. Should the Court of Appeals only partially invalidate Section 15.3.11 in Case No. 02CS00787, the Saving Clause in Article 5, Section 5.4 shall be operative.

Effective Date: This Post and Bid proposal takes effect upon ratification by the Legislature and the Union's membership, unless otherwise indicated by the terms of the proposal.

#### A. When Post and Bid Applies

1. This section shall apply to employees in the following classifications:
  - a. Disaster Assistance Program Specialists
  - b. Fish & Wildlife Technician
  - c. Water Resources Engineering Associate
  - d. Water Resources Technicians
  - e. Sanitary Engineering Associate
  - f. Sanitary Engineering Technician
  - g. All Unit 11 classifications used by the Department of Transportation (Caltrans).
2. The parties recognize the value of allowing permanent employees to voluntarily transfer between positions. The parties also recognize that when vacancies occur in the Unit 11 classifications listed in A.1. above, and the State elects to fill the position, the needs of the State must also be considered. The parties therefore agree that the State may elect to fill vacancies using methods that include but are not limited to mandatory reinstatements; placement in lieu of layoff/demotion, appointment from a State Restriction of Appointment/Surplus list, reemployment list, limited duty (vacancy to be available at the end of temporary appointment); appointments pursuant to court orders, settlement agreements, State Personnel Board decisions, or the like; hardship transfers; reassignments (rotations, position "trades," etc.); involuntary transfers in lieu of geographic relocation; promotions in place\*; or an eligible employee who must be provided a reasonable accommodation.

\*Promotion in place: Management shall have the option to promote employees in place without using Post and Bid provisions. For the purposes of this section, promotion in place is defined as 1) there is no true vacancy; and 2) there is no change of position, assignment, or supervisory/subordinate relationship of the

employee; 3) the promotion is clearly identified as typical in cases where the employee is to move to the next higher series.

3. The parties also agree that when a vacancy occurs, the following provisions apply.

**B. Bid Notice Posting:**

Appointing authorities shall post a notice inviting bids (unless there are no incumbents in the classification that will be used to fill the vacancy).

1. Bid notices will be posted in the department where the vacancy exists.
2. Bid notices shall be posted in the same place where job announcements are customarily posted.
3. Bid notices shall be posted for a period of no less than ten (10) working days before the final date bids must be postmarked or fax stamped.
4. Bid notices shall at a minimum include:
  - a. The classification of the vacancy;
  - b. Department, section and geographic location of the vacancy;
  - c. Present working hours associated with the vacancy;
  - d. A complete description of the duties and any personal attributes including objective qualifications that may enable the bidder to be successful in the position (e.g., any special education, training, work experience, and/or experience using particular types of equipment). The duty statement for the position shall be provided to the bidder upon request;
  - e. Any required license or certificate, such as a Class A/B CDL;
  - f. The final date by which bids must be postmarked and/or fax stamped.
  - g. The place to submit bids, and fax number, if applicable;
  - h. Where bid forms may be acquired (if the appointing power requires that bids be submitted on a specific form);
  - i. The name and telephone number of the supervisor or another person to contact for additional information;
  - j. How soon the employee accepting the position will be expected to report to his/her new position.

**C. Eligibility to Bid:**

Employee eligibility to bid shall be subject to the following criteria:

1. Status in Class:
  - a. The employee must already be employed by the department with the posted position and:
  - b. Currently have permanent full-time civil service status in the same civil service classification as the posted position; or

- c. Currently have permanent intermittent civil service status in the same civil service classification as the posted position and meet the necessary criteria under SPB Rule 277 for such a time-base change.
2. **Acceptable Level of Performance:** Unless expressly waived by management in conjunction with a particular position and employee, employees must have satisfactorily performed the duties of their position during the 12 month period before bids are due. Employees shall be deemed to have performed satisfactorily if they received an overall rating of “satisfactory” on an annual performance evaluation or probationary report during the same 12 month period and they received no intervening counseling and/or corrective memos. If an employee did not receive a written performance evaluation during the 12 month period before bids are due (e.g., annual evaluation), the employee shall be deemed to have performed satisfactorily unless s/he received a counseling and/or corrective memo during the same 12 month period.
3. **Disciplinary Action:** Employee must not have received a formal disciplinary action as specified in Government Code Section 19572 within the 12 months of when bids are due.
4. **Other Restrictions:** An employee may be denied the right to bid for specific positions under this program for reasons related to safety, security or for other job related reasons (e.g., to avoid violating nepotism policies or where the appointment would pose a demonstrable threat to the health and safety of any employee).

#### D. Additional Bids

1. An employee who successfully bids pursuant to this section shall not be eligible to bid for another position for twelve (12) months following the employee’s bid appointment effective date.
2. When an employee has two or more bids pending and s/he accepts an offer as the result of one of the bids, the employee shall immediately withdraw all outstanding bids.

#### E. Bid Submittal

1. Eligible employees may bid for posted positions by submitting a form specified on the notice inviting bids as specified by the hiring department (appointing authority). Bid forms shall be postmarked or fax stamped on or before the date specified in the posted bid notice.
2. It is the responsibility of the employee to provide the employer with an alternate means of notification if the employee is unavailable (i.e., vacation) anytime during a thirty (30) day period following the close of the bidding period.

#### F. Seniority

For purposes of this section “seniority” is defined as one point for each qualifying month of State service as used for purposes of determining leave (e.g., vacation) accrual. If an employee believes there is an error in the computation of the employee’s seniority points, s/he shall provide documentation and request correction

through the department personnel office. If two or more employees are tied for most senior then the following shall be used in the order shown until the tie is broken:

1. Most qualifying pay periods in the department with the vacancy;
2. Most qualifying pay periods in the classification of the vacancy;
3. Coin flip.

#### G. Selection

When management decides to fill a vacancy:

1. The most senior timely bidder who satisfies the eligibility criteria shall be offered the position. Management may contact, meet with and/or make inquiries to ensure that bidders satisfy the eligibility criteria and understand the objective qualifications. If the most senior bidder is ineligible or disqualified for any reason listed in subsection C above, that bidder will be notified of the ineligibility or disqualification at the time the selection is announced.
2. If the most senior employee offered the position declines the offer and there are remaining bidders who qualify, then the second most senior employee shall be offered the position until there are no remaining bidders who qualify.
3. Employees offered positions pursuant to this subsection shall have a maximum of three (3) working days to accept or reject the offer unless the appointing power agrees to more time. Failing to respond within three (3) working days after being contacted (or longer as agreed to by the appointing power) may be deemed a rejection of the offer by management.
4. The winning bidder shall report for work on the start date listed in the bid notice. The start date may be altered by mutual agreement.
5. Once a position is awarded, management shall notify all bidders in writing that the position has been awarded, identifying the successful bidder and how many qualifying months of state service the successful bidder possesses.
6. Within thirty (30) days of appointment under this procedure, all employees have the right to return to their former position (as defined in Government Code).

#### H. Other Related Matters

1. Bidding employees who accept appointments waive any and all right to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses at management's discretion.
2. Nothing in this provision will prevent management from posting positions, and simultaneously beginning other methods to solicit applicants (e.g., sending contact letters out to employees on promotional lists), so no time is lost in filling the positions should, for example, there be no bidders. Such solicitation shall include the notice that the position is subject to post and bid process.

## ARTICLE 16 – LAYOFF

### 16.1 Layoff and Reemployment

- A. Application. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may layoff employees pursuant to this section.
- B. Order of Layoff. Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.
- C. Notice. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.
- D. Grievance and Arbitration. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.
- E. Transfer or Demotion in Lieu of Layoff. The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration rules. If an employee refuses a transfer or demotion, the employee shall be laid off.
- F. Reemployment. In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or sub-divisional reemployment lists in accordance with Section 19056 of the Government Code.
- G. State Service Credit for Layoff Purposes. In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code Section 19997.6.
- H. Departmental Vacancies. Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current State Restriction of Appointment procedures.

- I. Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidation Omnibus Reconciliation Act (COBRA).

### **16.2 Reducing the Adverse Effects of Layoff**

Whenever the State determines it necessary to layoff employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

### **16.3 Alternative to Layoff**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

### **16.4 Military Installations**

The State agrees to notify the Union at such time as the State becomes aware of federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

### **16.5 Layoff Employee Assistance Program**

Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

## **ARTICLE 17 – RETIREMENT**

### **17.1 First Tier Retirement Formula (2% @ 55)**

- A. The Union and the State agree to participate in the First-Tier retirement plan as prescribed by law.

B. The table below lists the current First Tier age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS
50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

- C. There are factors for attained quarter ages, such as 52  $\frac{3}{4}$ . These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved factors also apply to past service that is credited under the First Tier and the Modified First Tier.
- D. The amount of member contributions required of employees covered under these factors continue to be five percent (5%) of monthly compensation in excess of \$513.

### **17.2 Second-Tier Retirement Plan**

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

### **17.3 Employee Retirement Contribution Reduction for Miscellaneous Members**

If the Board of Administration of the California Public Employees Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiducially sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:

1. Effective the first of the pay period following approval by the CalPERS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:
  - Employees who are miscellaneous and/or industrial members of the first tier plan, and who are subject to Social Security under the CalPERS, shall have their employee retirement contribution rate reduced to zero.
  - Employees who are miscellaneous and/or industrial members of the first tier plan, and who are not subject to Social Security under the CalPERS, shall have their employee retirement contribution rate reduced from 6% of compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.
2. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.
3. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

#### **17.4 Employee Retirement Contribution Reduction for Safety Members**

If the Board of Administration of the California Public Employees Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:

1. Effective the first of the pay period following approval by the Teachers Retirement Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:
  - Employees who are safety members (2.5% at 55) under the STRS, shall have their employee retirement contribution rate reduced from 6% of monthly compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.

2. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.
3. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

### **17.5 Employee Retirement Contribution Reduction for STRS Members**

If the Teachers' Retirement Board of the State Teachers' Retirement System (STRS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiducially sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:

1. Effective the first of the pay period following approval by the CalPERS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:
  - Employees who are members of the State STRS shall have their employee retirement contribution rate reduced to from 8% of monthly compensation each month to 3.0% of compensation dollars each month.
2. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.

3. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

### **17.6 Employer-Paid Employee Retirement Contributions**

The State and the Union agree to continue the January 28, 1985, agreement regarding the Internal Revenue Service ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract.

### **17.7 1959 Survivor's Benefits - Fifth Level**

- A. Employees in Units 1, 4, 11, 14, 15 and 20 who are members of the Public Employee's Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.
- B. The contribution for employees covered under this new level of benefits will be \$2 per month. The rate of contribution for the State will be determined by the PERS board.
- C. The survivor's benefits are detailed in the following schedule:
  1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse ..... \$1,800.
  2. A spouse with one eligible child, or two eligible children not in the care of the spouse ..... \$1,500.
  3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62 ..... \$750.

### **17.8 Enhanced Industrial Retirement**

Eligible employees shall be covered by Government Code 20047 "Enhanced Industrial Disability Retirement."

## ARTICLE 18 – PERMANENT INTERMITTENTS

- A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon Government Code Section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.
- B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.
- C. Each department shall endeavor to provide a permanent intermittent employee with seven (7) calendar days but in no case less than 72 hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. A permanent intermittent employee will become eligible for leave credits in the following manner:
  - 1. **Sick Leave** - A permanent intermittent employee who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
    - a. Sick leave may be requested and taken in fifteen (15) minute increments.
    - b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
    - c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, Section 8.2, Sick Leave.

2. **Vacation Leave** - A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 8, Section 8.1, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, Section 8.1, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
- a. Pay the permanent intermittent employee in a lump-sum payment for accumulated vacation leave credits; or
  - b. By mutual agreement, schedule the permanent intermittent employee for vacation leave; or
  - c. Allow the permanent intermittent employee to retain his/her vacation credits; or
  - d. Effect a combination of a., b., or c. above.

3. **Holidays** -

- A. A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a permanent intermittent employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of Article 19.2, B. apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

\*Notwithstanding any other provision, an employee can only accrue up to 8 hours of holiday credit per holiday.

- B. When a permanent intermittent (PI) employee in work week group 2 is required to work on an observed holiday, and the employee works 151 or more hours in that pay period, the employee shall receive holiday compensation in accordance with Article 7.G.
4. **Bereavement Leave** – A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, Section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.
  5. **Jury Duty** – A permanent intermittent employee shall only be granted jury duty leave in accordance with Section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.
  6. **Non-Industrial Disability Leave** – Where employment is intermittent, 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. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
  7. **Mentoring Leave** – A permanent intermittent employee shall be eligible for Mentoring Leave in accordance with Article 8, Section 8.17, Mentoring Leave.
- F. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.
- G. **Dental Benefits** – A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue 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. For the 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 dental benefit plan within sixty (60) days from the end of the qualifying control period.

- H. **Health Benefits** – A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue 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. For the 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 sixty (60) days from the end of the qualifying control period.
- I. **Vision Service Plan** – A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue 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. For the 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 the vision service plan within sixty (60) days from the end of the qualifying control period.
- J. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).
- K. **Flex Elect Program** – Permanent Intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Permanent intermittent employee's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. Permanent intermittent employees choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six-months control period of January 1 through June 30 of the plan year in which they are enrolled.
- L. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the permanent intermittent schedule and record of permanent intermittent hours worked per week on an ongoing and weekly basis.
- M. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.
- N. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rule and regulations, unless modified by this Contract.

## ARTICLE 19 – HOURS OF WORK AND OVERTIME

### 19.1 Hours of Work

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.
- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:
  - 1. The change is due to an unforeseen operational need;
  - 2. The change is made at the request of the employee.
- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Workweek group policy for FLSA - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

- 1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
- 2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
- 3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
- 4. FLSA - exempt/excluded employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;

5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted.
6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

## **19.2 Overtime**

- A. Overtime is earned at the rate of one and one-half times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:
  1. Ordered overtime of at least fifteen (15) minutes at any one time;
  2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the Department of Industrial Relations determines that this provision is inconsistent with Labor Code 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.
- C. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.
- D. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee.
- E. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.

- F. CTO for employees shall be earned on a time and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.
- G. Employees may accrue up to 240 hours of CTO. All hours in excess of 240 CTO hours shall be compensated in cash.
- H. Normally, an employee who has an accumulation of 240 hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.
- I. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.
  - 1. All time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the Fair Labor Standards Act (FLSA). For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.
  - 2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on state business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.
  - 3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in I(2) above.

### **19.3 Rest Periods**

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.

- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.
- C. Rest periods may not be accumulated nor may they be used to "make-up" time.
- D. If a Unit 15 employee in the Department of Corrections or the Department of Youth Authority who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.

#### **19.4 Meal Periods**

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.
- B. When employees assigned to a straight eight or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.
- C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

#### **19.5 Set Up/Shut Down Time**

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

#### **19.6 Flexible Work Hours**

- A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.
- B. Any denial of requests made under subsection A. shall be provided in writing. A copy of the written denial shall also be sent Attn: Work and Family Committee, CSEA, Local 1000, SEIU, 1108 "O" Street, Sacramento, California, 95814. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.

- C. An "alternate workweek schedule" is a fixed work schedule other than standard work hours. "Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code Sections 19996.20 through 19996.29.

### **19.7 Exchange of Time Off - Multi-Shift Operations**

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
  - 1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
  - 2. The supervisor(s) approve the exchange; and
  - 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with Section 8.2 of this Contract.
- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for 180 calendar days from the date of the missed exchange.
- D. All exchanges must occur during the same workweek.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. No exchange shall result in an employee working double shifts.
- G. For Unit 15 the following special rules apply:
  - 1. All exchanges must occur within the pay period in which the initial exchange was taken, or ninety (90) calendar days for the initial exchange, whichever is greater, and
  - 2. Double shifts will be permitted, consistent with departmental practices.
- H. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- I. This section is not subject to the grievance and arbitration procedure of this Contract.

## **19.8 Work In Multiple Time Zone**

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

## **19.9 Call Back Time**

- A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.
- E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee's home, approved by the department head or designee.

## **19.10 Standby Time**

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.
- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of compensating time off (CTO), which may be prorated on the basis of fifteen (15) minutes CTO for each one (1) hour of standby. Standby may not be scheduled in less than one (1) hour increments.

- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

**19.11 Overtime Assignments for Work Week Group 2 Employees in Bargaining Units 1, 4, and 11**

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a departments' right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.
- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

**19.11.11 Overtime Assignments for Work Week Group 2 Employees in Bargaining Units 1, 4, and 11**

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a departments' right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.
- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.

- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

#### **19.12.11 Standby Duty – Department of Fish and Game**

- A. Standby duty is defined as the time that an employee is required to remain on the Department of Fish and Game fish hatchery grounds during non-work hours for immediate response to duty or to emergencies that may arise.
- B. Affected employees are those who are assigned to Work Week Group 2 who reside in State-owned housing at Department of Fish and Game hatcheries, and are required to perform standby duty at the fish hatcheries.
  - 1. While on standby duty, employees shall receive standby compensation at the rate of two hours of compensating time off for fifteen (15) hours of standby duty. If an employee does not complete the 15 hours of standby duty, the Department of Fish and Game shall pro-rate the compensation earned in accordance with departmental procedure.
  - 2. Where compensating time off is not practical, the appointing authority may authorize cash compensation. Required work in excess of the minimum work week is compensable as overtime in accordance with the basic workweek group that the particular class and position is allocated to, except for the time on standby duty.
  - 3. When an employee is called back while on standby duty, the employee shall not lose standby duty pay as a result of earning call back credit pursuant to Article 19.9 (Call Back Time).
  - 4. Employees on any approved leave shall not be required to work standby duty.

#### **19.13.11 Double Backs – Department of Food and Agriculture**

- A. Employees shall be given a minimum of twelve (12) hours off between scheduled shifts, unless it becomes necessary for them to return earlier because of unforeseen operational need or emergency.
- B. Nothing in this Section precludes employees from requesting, and management from granting, double-back shifts.

#### **19.14.11 Rotating Shift Program – Department of Fish and Game**

The State and CSEA agree to continue the 12-hour rotating shift program for Bargaining Unit 11 employees at the John E. Skinner Fish Protective Facility consistent with the agreement reached by DFG and CSEA on February 2, 1999.

## **ARTICLE 20 – WORK AND FAMILY**

### **20.1 Work and Family Labor/Management Committee**

- A. The parties agree to establish one statewide permanent joint labor/management committee on work and family. The committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family related activities that the Committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts, and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to childcare, elder care, family leave, flexibility in the workplace, and a variety of other family-friendly programs and policies.
- B. The committee shall be comprised of an equal number of management and union representatives. The Union recognizes that membership on the committee may also include any or all other unions representing State employees. The committee shall have co-chairpersons, one representing management and one representing labor. CSEA shall have a total of four (4) representatives on the committee who may exercise a total of nine (9) votes (one (1) vote for each State bargaining unit represented by CSEA).
- C. The parties agree the union representatives shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary for preparatory work other than at committee meetings. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.
- D. The committee shall meet regularly and shall begin meeting after the ratification of this contract.

The \$5 million dollars already established in the Work and Family Fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the committee.

### **20.2 Dependent Care**

The State and the Union recognize the importance of dealing with Work and Family issues. The parties also agree to make available the following programs to State employees utilizing funds from the \$5,000,000 allocated to Work and Family as provided in the current collective bargaining agreement until December 31, 2005.

#### **A. Dependent Care Subsidies**

The State and the union agree to allocate \$2,000,000 from the Work and Family Fund to establish a dependent care subsidy program for eligible State employees.

The program shall be administered as follows:

1. Employees may be eligible to receive a one-time Dependent Care Subsidy of up to \$1,000 per calendar year for their qualified dependent as defined by Title 26, Subtitle A, Chapter 1, Subchapter A, Part IV, Subpart A, Section 21 of the Internal Revenue Code.
2. To be eligible for the subsidy, an employee's classification income at time of filing may not exceed a monthly base income of \$4,000 or a total of \$48,000 per year. Overtime, Recruitment and Retention differentials, will not be counted towards total annual income. Employees will be required to self-certify their income. A random audit verification of approximately 10 percent of the eligible employees may be conducted. Employees selected in the randomized audit may be required to provide income verification.
3. Employees will be required to enroll and participate in a Dependent Care Reimbursement Account administered through the State FlexElect program. Employees must meet the eligibility criteria for the State FlexElect program to be eligible to participate in the Dependent Care Subsidy program.
4. Employees will be required to apply for the subsidy each calendar year in which the Dependent Care Subsidy program is offered. Should the number of employees applying for the benefit exceed the total funds available for subsidies, a lottery will be used to select employees who will receive the subsidy. Only one cash award per year will be awarded to each employee. Married state employees may apply separately, but may not receive more than one subsidy award of up to \$1,000 per qualified dependent, two-child maximum.
5. Employees will be required to reapply for the subsidy program and FlexElect each year.
6. Subsidies will be deposited annually on January 1, into employees FlexElect Dependent Care Reimbursement Accounts. Appropriation dates are January 1, 2003, and January 1, 2004, and January 1, 2005.

The Department of Personnel Administration shall administer the Dependent Care Subsidy program.

## **ARTICLE 21 – MISCELLANEOUS**

### **21.1 Telecommute/Telework Program**

- A. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.
- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.
- E. Upon written request, no more than once each fiscal year, representatives of the Department of Personnel Administration will meet with three (3) representatives of CSEA to discuss improvements to the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992. Union representatives shall service without loss of state compensation for this meeting.

## **21.2 Electronic Monitoring**

If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

## **21.3 Class A and Class B Commercial Driver's License**

### **A. Training**

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

## B. Medical Examinations

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.
2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:
  - a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
  - b. A second medical examination is authorized and conducted; and
  - c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

## C. Fee Reimbursements

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
  - a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
  - b. The employee has a valid, current medical certification acceptable to DMV;
  - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.
- D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination
1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:
    - a. The examination is scheduled during the employee's scheduled work hours; and
    - b. The examination does not interfere with the operational needs of the department.
  2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
  3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

#### **21.4.11 Drug and Alcohol Testing**

A. Commercial Drivers' License Holders

1. Unit 11 employees whose job assignment requires them to have a commercial drivers' license (CDL) are subject to drug and alcohol testing as defined in 49 CFR 382, et al.
2. Employees who operate commercial vehicles seasonally as part of their required job duties for their employer may elect to deactivate their commercial driver status and remove themselves from the random testing pool by providing notice in writing to their employer at the end of each season of operating a commercial vehicle. Employees not electing to deactivate their commercial driver status for their employer will be deemed to continue to be available to operate a commercial vehicle for their employer and will remain subject to drug and alcohol testing under 49CFR382 et al and 49CFR40 et al. Employees who have received notice for a drug and alcohol test that was mailed or given to the employee prior to their employer's receipt of the employee's request to deactivate from commercial driver status must complete all such outstanding random tests.

3. The union and the State jointly encourage unit employees to seek counseling and treatment when appropriate for substance and alcohol abuse issues. Accordingly, an employee whose job duties do not require the employee to possess a CDL, and who requests to deactivate his/her CDL status and voluntarily utilizes the resources available to him/her in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, shall not be required to complete any outstanding random tests nor shall the employee be disciplined for exercising his/her rights under this section.

**B. Class C Drivers' License Holders**

Employees who operate State equipment requiring a class C drivers' license are subject to reasonable suspicion drug and alcohol testing while on duty. Such testing will conform to the requirements and procedures of Department of Personnel Administration Rules 599.960, 599.962, 599.964, 599.965, and 599.966; 49 Code of Federal Regulations (CFR) Part 40, et al; and 49CFR Part 382, et al. Whenever the State's rules are broader or are in direct conflict between State and Federal regulations, the State's rules shall prevail.

**C. Miscellaneous Provisions Applying To CDL And Class C Drivers' License Holders**

1. Notwithstanding section 5.10(b), the State shall only test for amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THC), opiates (narcotics), phencyclidine (PCP) and alcohol and shall use the cut-off levels for determining positive test results contained in 49CFR40 et al, and 49CFR382 et al.
2. The State reserves full discretion to dismiss an employee for a first positive drug or alcohol test or for refusing to test. Employees so dismissed, except those on probation, shall have an opportunity to stipulate to a last-chance agreement. This opportunity may not extend to cases in which the employee has a past adverse action history or in which the positive test or refusal to test occurs in conjunction with a serious offense which in itself would result in dismissal. Serious offenses include but are not limited to workplace violence, acts that result in personal injury, acts that result in significant property damage, etc.

Last-chance agreements shall include a provision which requires an employee's evaluation by a substance abuse professional as referenced in 49CFR382.605 and follow-up testing after returning to duty. The State will pay for the substance abuse professional's evaluation and counseling by the same substance abuse professional when it is obtained through a State contract provider. While participating in rehabilitation as recommended by the substance abuse professional and with prior approval of the employer, employees may use accrued sick leave, vacation, annual leave, compensatory time off, or other accrued paid leave. Employees who have insufficient leave credits may use unpaid leave for the duration of this rehabilitation period.

3. At the employee's request, the State shall send the second portion of the split urine specimen (Sample B) to another certified drug testing laboratory of the employee's choice, and the state shall pay for the test when the test of Sample B fails to confirm the test of Sample A.

4. Employees who appeal a drug- or alcohol-related adverse action or reject on probation to the State Personnel Board shall automatically be deemed to have withdrawn with prejudice any related grievance filed pursuant to Article 6 of this contract and shall have no right to file any additional grievances related to the adverse action or rejection on probation. A grievance filed pursuant to this Article shall be filed with the department head or his/her designee within thirty (30) days after the Skelly Officer's decision. In the event the grievance is denied and not settled by the parties within ten (10) working days from the date of its filing, the union may invoke the procedures in Article 6 to select an arbitrator. Adverse actions or rejections on probation may be arbitrated only after the grievant signs an express waiver of all rights to appeal the action or rejection to the State Personnel Board. In arbitration's involving adverse actions, the arbitrator shall determine if just cause exists and, if not, the appropriate remedy. Grievants arbitrating a rejection on probation shall have the burden of going forward and the burden of proof.

## **ARTICLE 22 – ENTIRE AGREEMENT AND DURATION**

### **22.1 Entire Agreement**

- A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B. below.

- B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract.

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to Ralph C. Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

- C. The Department of Personnel Administration will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provision of B. above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.

## **22.2 Duration**

- A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect July 3, 2003 and remain in full force through June 30, 2005.
- B. Three (3) months prior to July 1, 2004, the union may notice the State of its intent and will begin negotiations on not more than two (2) economic and two (2) non-economic articles of the existing Contract for negotiations. Furthermore, each separate unit may notice the state of its intent and will begin negotiations on more than one (1) economic and one (1) non-economic article of the existing contract for negotiations.
- C. In the six-month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

## **SIDE LETTERS**

### **Side Letter #1 – Court Decisions**

If during the term of this agreement the United States Supreme Court declares that State employees may not enforce in State and Federal court their rights under the Americans with Disabilities Act (ADA), the federal Family Medical Leave Act (FMLA), or the federal Age Discrimination in Employment Act (ADEA) the parties will, upon request, meet and confer over the impact of such a ruling.

### **Side Letter #2 – Next Step Program**

The parties agree that Government Code Section 19876.5, 21159, 21160, 21161, and 21195 do not apply to Unit 1, 4, 11, 14, 15 and 20 employees. This means that Unit 1, 4, 11, 14, 15 and 20 employees shall no longer participate in the Next Step Program.

### **Side Letter #3 – Golden Handshake**

If the Golden Handshake provisions are offered during the term of this Contract and the Department of Education or any of its Special Schools or Diagnostic Centers participate,

the Department will consider offering it to Units 1, 4, 11, 14, 15 and 20 employees in the Department of Education.

#### **Side Letter #4 – Streamlining the State Safety Retirement Process**

- A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code (GC) Section 19816.20 and 20405.1 and will not be subject to the provisions of GC Section 18717.
- B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions in Units 1, 4, 11, 14, 15 and 20 that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the State Personnel Board of the appropriate parenthetical safety classes.

#### **Side Letter #5 – Domestic Partner**

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code Section 297.

#### **Side Letter #8 – Addendum to the Memorandum of Understanding between the State of California and CSEA, Local 1000, SEIU, Units 1, 4, and 11**

The parties agree that implementation of all Post and Bid provisions, which are set forth in Article 15 of the Units 1, 4 and 11 MOUs as referenced in SB 728 (Machado), shall be consistent with existing State Personnel Board laws and rules. For employees eligible to transfer, those employees will only be appointed using the post and bid process if they have met SPB's transfer requirements. For promotional positions, an employee is eligible to bid for a position only if he or she has successfully completed the examination process for the classification of the posted position and is immediately reachable on an eligible list certified by the State Personnel Board as specified in Government Code Sections 19055 through 19057.1. This side letter is binding on the State and CSEA Units 1, 4 and 11 and intended as an addendum to Units 1, 4 and 11 MOUs for the duration of the contracts.

#### **Side Letter #9 - Mitigation**

Section 4.10 of the Budget Act recognizes that the Budget Bill approved by the Senate does not provide funds for employee compensation increases that may become effective during the 2003-04 fiscal year, and grants the Director of Finance authority to reduce and reallocate appropriations in the Budget Act in order to ensure the integrity of the 2003 Budget.

The savings achieved in employee compensation for fiscal year (FY) 03/04 that have been agreed to by the parties shall first be applied to mitigate layoffs during FY 03/04 for Bargaining Units 1, 4, 11, 14, 15 and 20, consistent with the provisions of Section 4.10 of the Budget Act of 2003.

In applying these savings, the following principles will govern:

- (a) it is understood that these savings will not be applied to any program reductions beyond the requirements of Section 4.10 and (b) the union understands that this

provision does not obligate the employer to retain any position that is not supported by the work to be done or the organizational structure of the affected State agency.

### **Side Letter #10.11 Fish and Wildlife Specialist (Lead)**

- A. The Department of Personnel Administration will conduct a classification study for the establishment of a lead person classification. This classification shall be named Fish and Wildlife Specialist.
- B. The State agrees that the Union will have two representatives who will serve and participate on the committee without loss of compensation. Management will have an equal number of representatives on the committee.
- C. The committee will conduct a study and present recommendations and alternatives within six (6) months from the time the study commences, but no later than January 1, 2004.
- D. The State shall provide administrative support to the committee.
- E. Any recommendations resulting from this study are subject to approval by both parties. Should there be an agreement to establish a new classification, the parties shall follow the procedures outlined in Article 14.1 for the establishment of the new classification.

### **Side Letter #11.11 Between CSEA Bargaining Unit 11 and the Department of Water Resource – Water Resources Technician II Differential**

- A. The following differentials shall be paid to Water Resources Technician IIs (WR TECH IIs) in the Department of Water Resources (DWR) who qualify under the criteria stated herein.
  - 1. WR TECH IIs having 60 months of WR TECH II tenure and are at the top step of the WR TECH II level shall receive a monthly salary differential of \$424.
  - 2. WR TECH IIs having completed 15 semester or equivalent college units, as approved by DWR and who have 12 months tenure at the WR TECH II level, shall receive a monthly salary differential of \$424. The fifteen additional semester or equivalent units must be in a science, mathematics, or engineering curriculum of one of the college degrees referenced in Attachment A. College courses taken at a community college must be transferable to either a California State University or a University of California institution and fulfill course requirements for one of their degree programs referenced in Attachment A.
  - 3. WR TECH IIs who hold a four –year college degree in a DWR approved field of study per Attachment A and have 12 months tenure at the WR TECH II level , shall receive a monthly salary differential of \$636.

- B. WR TECH IIs assigned to a DWR field assignment will receive a \$241 per month differential provided they have served for 24 consecutive months in a DWR field assignment after having reached the top step of WR TECH II and have completed the 80-hour course in Water Resources Engineering Technology. Management will schedule each eligible employee's attendance in the 80-hour course in Water Resources Engineering Technology within 24 months of their appointment to a DWR field assignment at the WR TECH II level. A DWR assignment is defined as a permanent assignment to field work outside the office over fifty percent (50%) of the time.
- C. WRT IIs assigned to a DWR field assignment prior to the date this assignment is signed who have not completed the 82-hour course in Water Resources Engineering Technology but otherwise meet this differential's eligibility criteria shall receive the differential. They will be scheduled to participate in the 80-hour course in Water Resources Engineering Technology as soon as possible.
- D. Counting base pay and Differentials 1 and 2, no WR TECH II may earn more than the top step of the salary of the Engineer, Water Resources, Range C. The State Controller's Office will calculate the amounts of the differentials and automatically limit paid pursuant this section.
- E. Differentials 1(a), 1(b), and 1(c) "permanent" in that they shall apply to qualifying WR TECH II employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one of these three differentials at any time.
- F. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying WR TECH II remains assigned in a qualifying DWR field assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the DWR field assignment.
- G. A WR TECH II who previously received Differential 2 and lost it due to leaving the qualifying DWR field assignment will have the differential restored upon returning to a DWR assignment, provided that the employee satisfies the differential's qualifications. Such employee returning to a DWR assignment will not, therefore, have to satisfy the 24 month continuous tenure requirement of A. 2 again.
- H. Qualifying WR TECH IIs may receive both Differential 1 (a, or b, or c) and Differential 2 simultaneously, subject to the limitations of item B above.
- I. Both Differential 1 (a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.
- J. It is the intent if the parties to reach a tentative agreement on a pay differential for WR TECH IIs which will replace Article 13.911 New Water Resources Technician Classification provisions of the January 31, 2002 through July 2, 2003 Bargaining Unit 11 Memorandum of Understanding (MOU). If WR TECH II CSEA members do not formally ratify the WRT II pay differential proposal, then Article 13.9.11 provisions shall remain in effect and the WR TECH pay differential will not become effective.
- K. If ratified, differentials will be paid to qualifying employees retroactively to the pay period when they meet the qualifications. No differentials will be granted to the July 2002 pay period.

**ATTACHMENT A - WR TECH II DIFFERENTIAL COLLEGE CLASSES  
DIFFERENTIAL #1 (b)**

The 15 additional semester or equivalent college units must be in the science, mathematics or engineering curriculum and be required for one of the college degrees referenced in differential #1(c).

**WR TECH II DIFFERENTIAL COLLEGE CLASSES DIFFERENTIAL #1 (c)**

- Biology
- Chemistry
- Computer Science
- Construction Management
- Engineering – from non-accredited college
- Engineering Technology (including Agricultural)
- Geology
- Geosciences
- Hydrology
- Landscape Architecture
- Mathematics
- Physical Science
- Physics
- Plant and Soil Sciences

**Side Letter #12.11 Between CSEA Bargaining Unit 11 and CalTrans**

CalTrans Transportation Engineering Technician Differential

- a. The following differential shall be paid to Transportation Engineering Technicians (TET) in Caltrans who qualify under the criteria stated herein.
  - 1. TETs having 60 months of TET tenure and are at the top of TET, Range C level shall receive a monthly salary differential of \$424.
  - 2. TETs having completed 15 semester or equivalent college units, as approved by CalTrans, that exceed the two years of education of a curriculum beyond the twelfth grade required to meet the TET Minimum Qualifications and who have 12 months tenure at the TET, Range C level, shall receive a monthly salary differential of \$424. The fifteen additional semester or equivalent units must be in a science, mathematics, or engineering curriculum college degrees referenced in Attachment A.

3. TETs who hold a four-year college degree in a CalTrans approval field of study per Attachment A and have 12 months tenure at the TET, Range C level, shall receive a monthly salary differential of \$636.
4. TET assigned to a Caltrans Construction assignment will receive a \$241 per month differential provided (a) they have served for 24 consecutive months in a Construction field assignment after having reached the top step of TET, Range C and have completed the Construction Academy bootcamp per Attachment B and (b) they have completed any required classes, or they have obtained any required certifications in CalTrans' prescribed test methods necessary to perform their job duties.

Management will schedule each employee's attendance at the Construction Academy bootcamp within 24 months of their appointment to a Construction field assignment.

If new job related classes or certification requirements are required in the future, CalTrans will notice the Union and will schedule employees to participate in such classes as soon as possible to meet the new requirements.

TETs assigned to a CalTrans Construction assignment prior to the date this agreement is signed who have not completed the Construction Academy bootcamp but otherwise meet this differential's eligibility criteria shall receive the differential. They will be scheduled to participate in the bootcamp as soon as possible.

- b. Counting base pay and Differentials 1 and 2, no TET may earn more than the top step of the salary of the Transportation Engineer (Civil), Range C. The State Controller's Office will calculate the amounts of the differentials and automatically limit amounts paid pursuant this section.
- c. Differentials 1(a), 1(b) and 1(c) are "permanent" in that they shall apply to qualifying TET, Range C employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one of these three differentials at any time.
- d. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying TET, Range C remains assigned in a qualifying CalTrans Construction assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the CalTrans Construction assignment.
- e. A TET Range C who previously received Differential 2 and lost it due to leaving the qualifying CalTrans Construction assignment will have the differential restored upon returning to a CalTrans Construction assignment that the employee satisfies the differential's qualifications. Such employee returning to a CalTrans Construction assignment will not, therefore, have to satisfy the 24 month continuous tenure requirement of A. 1 again.
- f. Qualifying TETs may receive both Differential 1 (a, or b, or c) and Differential 2 simultaneously, subject to the limitations of item B above.
- g. Both Differential 1 (a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.

- h. It is the intent of the parties to reach a tentative agreement on a pay differential for Caltrans TETs which will replace Article 13.7 TET II provisions of the January 31, 2002 through June 30, 2003 Bargaining Unit 11 Memorandum of Understanding (MOU). If CalTrans TET CSEA members do not formally ratify the TET pay differential proposal, then Article 13.7 provisions shall remain in effect, and the TET pay differential will not become effective.
- i. If ratified, differentials will be paid to qualifying employees retroactive to the pay period when they meet the qualifications. No differentials will be granted prior to the July 2002 pay period.

**Attachment B - TET Differential College Classes Differential #A 1(b)**

The 15 additional semester units must be in the science, mathematics or engineering curriculum and be required for one of the college degrees referenced in differential #A 1(c).

**TET Differential College Degrees Differential #A (c)**

- Chemistry
- Computer science
- Constructing management
- Engineering science
- Engineering technology
- Geological science
- Geology
- Geoscience
- Landscape architecture
- Mathematics
- Physical science
- Physics

**Attachment C**

**Construction Academy (:Bootcamp")**

Module	Hours
1) Organization	2.50
a) Contracts & Plans	1.50
b) How Caltrans builds projects	0.50

c) Construction roles & responsibilities	1.00
2) Reporting Contractor's Activities	1.50
a) Importance of Complete & accurate diary	0.50
b) Correct method for thorough documentation	1.00
3) Materials	1.50
a) Resources & References	0.50
b) METS & RE responsibilities	0.50
c) Documentation	0.50
4) Progress Pay	10.00
a) Contract pay items	6.00
b) Materials on hand	1.50
c) Progress Pay	1.00
d) Extra work bills	1.50
5) Administration Issues	1.50
a) Communication Equipment	0.50
b) Time log & other equipment reports	0.25
c) Vehicle usage	0.75
6) Human Relations	3.00
a) Relationship with contractor	1.50
b) Public & media	0.50
c) Outside agencies	0.50
d) Ethics	0.25
e) Workplace violence	0.25
7) Environmental	3.00
a) Water pollution	1.50
b) Environmental issues & procedures	0.75
c) Archeological sites	0.75
8) Safety	3.00
a) Roles & responsibilities	1.00
b) Personal safety	0.50
c) Project safety	0.50
d) Public safety	0.25
e) Incident reporting	0.75
Total Construction Academy Hours	26.00

# ADDENDUM I

## Time off for Victims of Domestic Violence

State of California

### MEMORANDUM

**DATE:** June 20, 2001

**TO:** PERSONNEL MANAGEMENT LIAISONS

**REFERENCE CODE:** 2001-025

#### THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:

Employee Relations Officers  
Personnel Officers

**FROM:** Department of Personnel Administration  
Policy Development Office

**SUBJECT:** Time Off for Victims of Domestic Violence

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The purpose of this memo is to notify departments of an addition to existing law regarding time off for an employee who is a victim of domestic violence.

Effective January 1, 2001, Assembly Bill 2357 added Section 230.1 to the Labor Code to specify that employers with 25 or more employees may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in Section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation. An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to provision of this law.

The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

The provisions of this bill apply to the State as an employer and to State employees. The entitlement of any employee under this law shall not be diminished by a collective bargaining agreement.

If you have any questions, please contact Charlotte Gehringer at (916) 323-6938.

Bob Painter, Chief  
Policy Development Office

## **ADDENDUM II**

This addendum is to continue in affect all existing agreements that terminate after July 1, 2003.

## SALARY SCHEDULE

### Current

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Agricultural Biological Technician	ST50	7891	A	2566	3120	2
			B	2914	3540	2
Agricultural Laboratory Microscopist	ST55	4002		3116	3785	2
Agricultural Marketing Technician	AQ80	0656	A	2125	2583	2
			B	2375	2884	2
Agricultural Pest Control Specialist	BG25	0647	A	2682	3259	2
			B	2914	3540	2
			C	2790	3389	2
			D	2914	3540	2
			E	3048	3703	2
			F	3192	3879	2
Agricultural Services Technician I	AB60	0055		1909	2319	2
Agricultural Services Technician II	AB50	0053	A	2125	2583	2
			B	2375	2884	2
Air Quality Representative I, Department Of Consumer Affairs	QR10	9261		2850	3418	2
Air Quality Representative II, Department Of Consumer Affairs	QR11	9358		3418	4111	2
Air Resources Field Representative I	IB84	3935		3493	4246	2
Air Resources Field Representative II	IB82	3937		3834	4659	2
Air Resources Technician I	IB92	3872	A	1960	2381	2
			B	2287	2777	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Air Resources Technician II	IB90	3873		2566	3120	2
Animal Technician I	ST32	7872		1980	2182	2
Animal Technician II	ST31	7873		2287	2777	2
Animal Technician III	ST30	7871		2461	2990	2
Aquatic Pest Control Specialist, Department Of Boating And Waterways	BB10	0515	A	2682	3259	2
			B	3341	4061	2
Aquatic Pest Control Technician, Department Of Boating And Waterways	BB05	0514	A	1909	2319	2
			B	2125	2583	2
			C	2375	2884	2
Archeological Aid -Seasonal-	BT90	1023		10.04	11.59	2
Architectural Assistant	IN60	4012	A	3273	3788	2
			B	3665	4453	2
Architectural Associate	IN50	4009		4635	5632	2
Architectural Project Production Analyst	IR40	4116		4111	4992	2
Assistant Estimator Of Building Construction	IV70	4069		3834	4659	2
Assistant Estimator, California Housing Finance Agency	IT92	4572		3665	4453	2
Assistant Signal And Train Control Inspector	IH53	3946		3665	4453	2
Assistant Steel Inspector	GY10	3390		3665	4453	2
Associate Design Officer, California Housing Finance Agency	IR56	4121		4635	5632	2
Associate Estimator Of Building Construction	IV40	4066		4635	5632	2
Associate Estimator, California Housing Finance Agency	IT93	4573		4635	5632	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Associate Railroad Equipment Inspector, Public Utilities Commission	IH42	3934		4635	5632	2
Associate Railroad Track Inspector, Public Utilities Commission	IH44	3941		4635	5632	2
Associate Signal And Train Control Inspector	IH43	3947		4635	5632	2
Associate Steel Inspector	GX90	3387		4635	5632	2
Associate Transportation Operations Supervisor Public Utilities Commission	IH40	3923		4635	5632	2
Automotive Emission Test Specialist I	QQ87	6957	A	2461	2990	2
			B	2682	3259	2
Automotive Emission Test Specialist II	QQ92	6953		3192	3879	2
Automotive Emission Test Specialist III	QQ95	6954		3493	4246	2
Biological Scientific Illustrator	GC53	3041		3493	4246	2
Boundary Determination Technician	GA30	3005	A	2125	2583	2
			B	2566	3120	2
			C	3048	3703	2
Bridge Architectural Assistant	GM90	3203		3665	4453	2
Bridge Architectural Associate	GM80	3202		4635	5632	2
Bridge Architectural Trainee	GM95	3204		3273	3788	2
Civil Engineering Associate	GH70	3124		4635	5632	2
Civil Engineering Technician II	GI20	3129		3493	4246	2
Construction Inspector Technician, Water Resources	HA65	3453	A	2566	3120	2
			B	3048	3703	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Construction Inspector Water Resources	HA60	3449		3575	4345	2
Construction Supervisor I Water Resources	HA50	3448		4635	5632	2
Dairy Laboratory Technologist	ST40	7874		3266	3967	2
Delineator	GC30	3026		2914	3540	2
Disaster Assistance Programs Specialist I	UA40	8025	A	3247	3947	2
			B	3566	4338	2
Disaster Assistance Programs Specialist II	UA45	8030		4222	5096	2
Disaster Worker Speciality Services (Various Disasters)	UC30	8079		2632	5984	2
Document Preservation Technician	CL25	1477		2546	3092	2
Drafting Services Aid	GC81	1767	A	2125	2583	2
			B	2566	3120	2
Electrical Construction Inspector	HB40	3462		3575	4345	2
Electrical Construction Supervisor I	HB30	3461		4635	5632	2
Electrical Drafting Technician	GB30	3022		2790	3389	2
Electrical Engineering Technician I	HK40	3629		3048	3703	2
Electrical Engineering Technician II	HK30	3627		3665	4453	2
Electrical Engineering Technician III	HK20	3626		4023	4888	2
Electrical Estimator I	IW20	4076		3834	4659	2
Electrical Estimator II	IW10	4075		4414	5363	2
Electrical Inspector I	IT10	4035		3493	4246	2
Electrical Inspector II	IS90	4034		4208	5114	2
Electrical Project Inspector (Various Sites)	IS95	6163		4208	5114	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Environmental Technician	BH64	3524	A	2566	3120	2
			B	3048	3703	2
Fish And Wildlife Scientific Aid	BQ75	0835		10.82	12.46	2
Fish And Wildlife Seasonal Aid	BO90	0790		9.12	9.67	2
Fish And Wildlife Technician	BQ80	0916	A	2597	3005	2
			B	2695	3276	2
Fish Habitat Assistant	BO40	0780		2930	3558	2
Fish Habitat Specialist	BO30	0777		3352	4073	2
Geologic Aid	HT80	3761		2566	3120	2
Geological Drafting Technician	GC10	3097		3048	3703	2
Grain And Commodity Inspector	AE70	0726	A	2682	3192	2
			B	3048	3665	2
Grain And Commodity Sampler	AF10	0364		2375	2804	2
Housing Construction And Rehabilitation Specialist	IN20	4073		4208	5114	2
Instrument Technician, Air Quality	QQ70	6927	A	3048	3703	2
			B	3493	4246	2
			C	3834	4659	2
Junior Engineering Technician	GA25	3008	A	2125	2583	2
			B	2566	3120	2
Laboratory Assistant	SU05	7884	A	2012	2442	2
			B	2160	2623	2
Laboratory Assistant, Correctional Facility	SV06	9265	A	2012	2442	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
			B	2160	2623	2
Laboratory Technician -Chemical Analysis-	ST60	7877	A	2850	3463	2
			B	3116	3785	
Laboratory Technician -Criminalistics-	ST65	7868		2850	3463	2
Laboratory Technician II -Animal Pathology-	ST10	7869		3418	4153	2
Landscape Technician	IM97	1769	A	3048	3703	2
			B	3493	4246	2
Lead Structural Steel Inspector (Nondestructive Testing)	GY21	3380		4879	5943	2
Materials And Research Engineering Associate (Specialist)	GX40	3381		4635	5632	2
Mechanical And Technical Occupational Trainee	GA55	9993		1808	1992	2
Mechanical Construction Inspector	HB70	3468		3575	4345	2
Mechanical Construction Supervisor I	HB60	3466		4635	5632	2
Mechanical Engineering Technician I	HI50	3595		3048	3703	2
Mechanical Engineering Technician II	HI40	3594		3665	4453	2
Mechanical Engineering Technician III	HI30	3593		4023	4888	2
Mechanical Estimator II	IW40	4079		4635	5632	2
Mechanical Inspector I	IT30	4039		3493	4246	2
Mechanical Inspector II	IT20	4037		4208	5114	2
Mechanical Project Inspector (Various Sites)	IT25	6162		4208	5114	2
Medical Supply Technician	SU07	8015	A	2012	2442	2
			B	2160	2623	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Mineral Resources Engineering Technician I	GA35	4081		2125	2583	2
Mineral Resources Engineering Technician II	GA40	4082		2566	3120	2
Mineral Resources Engineering Technician III	GA45	4083		3048	3703	2
Mineral Resources Inspector I	VU15	9004	A	3058	3716	2
			B	3509	4264	2
Mineral Resources Inspector II	VT90	8856		3854	4681	2
Museum Technician	BS80	2870	A	2317	2816	2
			B	2620	3184	2
Oil And Gas Technician I	HV38	3799		2125	2583	2
Oil And Gas Technician II	HV40	3797		2566	3120	2
Oil And Gas Technician III	HV42	3788		3048	3703	2
Pathology Assistant	ST95	7875		2566	3120	2
Plant Quarantine Inspector	BA72	0615	A	2682	3259	2
			B	2914	3540	2
Public Health Laboratory Technician I -Chemical Analysis-	ST83	7886		2850	3463	2
Public Health Laboratory Technician I -Microbiology-	ST86	7887		2850	3463	2
Quality Control Technician, Prison Industries (Cleaning Products)	ST58	3080		3830	4616	2
Radiation Protection Specialist I	TC50	7988		3418	4153	2
Radiation Protection Specialist II	TC55	7991		3924	4769	2
Research Assistant I -Various Studies-	SS90	7866		2620	2889	2
Research Assistant II -Various Studies-	SS80	7865		2850	3463	2
Research Assistant III –Various Studies-	SS70	7864		3418	4153	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Research Assistant IV -Various Studies-	SS60	7863		3924	4769	2
Research Assistant V -Various Studies-	SS50	7862		4308	5233	2
Safety Engineering Technician	IF25	3906	A	2125	2583	2
			B	2566	3120	2
			C	3048	3703	2
Sanitary Engineering Associate	HY80	3826		4635	5632	2
Sanitary Engineering Technician	HZ35	3782	A	3192	3879	2
			B	3665	4453	2
Sanitary Engineering Technician Trainee	HZ40	3839	A	2125	2583	2
			B	2566	3120	2
Scientific Aid	AR65	1931		10.82	12.46	2
Seismological Instrument Aid	QQ10	6990	A	2125	2583	2
			B	2566	3120	2
Seismological Instrument Technician I	QQ15	6991		3048	3703	2
Seismological Instrument Technician II	QQ20	6992		3341	4060	2
Senior Agricultural Biological Technician	ST52	7892		3396	4125	2
Senior Delineator	GC20	3023		3493	4246	2
Senior Design Officer, California Housing Finance Agency	IR55	4119		5082	6173	E
Senior Estimator Of Building Construction	IV30	4063		5082	6173	E
Senior Estimator, California Housing Finance Agency	IT94	4576		5082	6173	E
Senior Geological Drafting Technician	GB90	3093		3493	4246	2
Senior Laboratory Assistant	ST90	7878		2331	2832	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Senior Laboratory Assistant, Correctional Facility	SV09	9266		2331	2832	2
Senior Tax Area Delineator	GC40	3024		3418	4153	2
Senior Transportation Operations Supervisor Public Utilities Commission	IH30	3921		5082	6173	E
Service Assistant -Engineering-	GA53	3011		1989	2193	2
Specification Writer I	IO50	4090		3665	4453	2
Specification Writer II	IO40	4087		4208	5114	2
Structural Design Technician I	GB60	3038		3048	3702	2
Structural Design Technician II	GB50	3037		3665	4454	2
Structural Design Technician III	GB40	3036		4022	4887	2
Structural Steel Inspector (Nondestructive Testing)	GY20	3389	A	4224	5132	2
			B	4656	5660	2
Student Assistant –Engineering And Architectural Sciences-	MF30	4871	A	1871	2064	2
			B	2010	2213	2
			C	2160	2382	2
			D	2248	2478	2
			E	2333	2574	2
			F	2429	2676	2
			G	2539	2799	2
Student Engineering Aid	GA50	3012		1765	2145	2
Supervising Laboratory Assistant I	ST80	7890		2508	3048	2
Tax Area Delineator	GC42	3027		2850	3463	2

<b>Classification</b>	<b>Schematic</b>	<b>Class</b>	<b>A/R</b>	<b>Current</b>		<b>WWG</b>
				<b>Minimum</b>	<b>Maximum</b>	
Textile Technician I	TG50	8084		2375	2884	2
Textile Technician II	TG55	8082		2790	3389	2
Transportation Engineering Technician	GK80	3175	A	2566	3120	2
			B	3048	3703	2
			C	3665	4453	2
Water Resources Engineering Associate (Specialist)	GP20	3042		4635	5632	2
Water Resources Technician I	GP40	3044		3048	3703	2
Water Resources Technician II	GP30	3043		3665	4453	2
Wildlife Habitat Assistant	BQ57	0904		2930	3558	2
Wildlife Habitat Supervisor I	BQ56	0903		3352	4073	2