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

BARGAINING UNIT 4
OFFICE AND ALLIED

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

BARGAINING UNITS 4
OFFICE AND ALLIED

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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 4) Pursuant to Public Employment Relations Board (PERB) Decision S-SR-4, the State recognizes CSEA (Civil Service Division), Local 1000, SEIU, as the exclusive representative for the Office and Allied Bargaining Unit, hereinafter referred to as Unit 4. Unit 4 consists of all employees in the job classifications listed by title in Appendix "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.

2.12.4 Designation of Confidential Positions Unit 4

A. “Confidential employee” is defined as any employee who is required to develop or present management’s positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions (Government Code Section 3513 (f).

B. Performance of the following work tasks does not in and of itself justify/qualify for confidential status:

   1. Processing grievances

   2. Processing Workers' compensation claims, appointment papers, Family Medical Leave Act (FMLA) applications and policies; examination design and execution, training of employees; handling post and bid programs.

C. The State may designate up to five hundred (500) Unit 4 positions as confidential. All incumbents in confidential positions shall remain in those positions. The 500 number shall be reached through attrition. This limit shall include positions already designated by the Public Employment Relations Board (PERB). Each appointing power may have at least one position designated as confidential.

D. If the State proposes to designate positions as confidential, the State shall provide notice to the Union and shall meet and confer with the Union upon request. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.

E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned or designated into a confidential position.

F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including names, classification positions numbers; no later than thirty (30) days after ratification of this Contract.

G. Any grievance regarding this Contract section shall be filed by the Union at the Department of Personnel Administration level.

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 enumberated 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 sections 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 the 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	SL/HOL 8
9/10	6.30	9.00	9.90	10.80	11.70	12.60	14.40	15.30	16.20	7.20
7/10	4.90	7.00	7.70	8.40	9.10	9.80	11.20	11.90	12.60	5.60
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.80	5.10	5.40	2.40
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.60	1.70	1.80	0.80
7/8	6.13	8.75	9.63	10.50	11.38	12.25	14.00	14.88	15.75	7.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	12.00	12.75	13.50	6.00
5/8	4.38	6.25	6.88	7.35	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.

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 a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code Section 297), child, 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 the 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 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;

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 Section 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 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.

8.20 Personal Leave Program: 2003

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 employee's 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.

8.21.4 Blood Donation Programs

Unit 4 employees who donate blood, plasma, platelets and other blood products to certified donation centers may be allowed reasonable release time without loss of compensation when donations are made either at or in close proximity to the worksite. Donation verification shall be provided upon request.

8.22.4 Employment Development Department (EDD) Vacation Leave Policy

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

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

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

have been established in a work unit, pursuant to the seniority provisions, shall not be affected by employee(s) entering the unit after the schedule has been established.

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

1. A defined filing period.

2. Outside a defined filing period.

Defined Filing Period

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

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

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

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

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

Outside a Defined Filing Period

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

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

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

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

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

Expedited Grievance Procedure

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

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

Vacation Information

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

- A monthly report to CSEA showing the number of staff who worked and number of staff who used vacation, by Attendance Reporting Unit (ARU), by electronic mail.
- A posting of window period information will be available for inspection at each work site which will include:
    1. Vacation requests received;
    2. Time period(s) requested;
    3. Vacation requests denied; and
    4. Vacation requests granted.

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

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

ARTICLE 9 – HEALTH AND WELFARE

9.1 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. Leaves of absence 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 represented 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 a 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 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 (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.

C. The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.

E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.

F. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.

G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

9.18 Group Legal Service Plan

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

9.19.4 Department of Transportation (Caltrans) Life Insurance

A. In addition to the worker's compensation death benefit provisions of Labor Code Section 4702 and the approximate $15,000 State death benefit provided Unit 4 employees, the Caltrans agrees to pay $50,000 to the designated beneficiary of any Caltrans Unit 4 employee who is killed while assigned State duties in State highway right-of-way under the following conditions:

   1. The employee is hit by any motor vehicle, or part thereof, being operated in the right-of-way, and

   2. Payment of the worker's compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code Section 5705. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the $50,000 to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this Section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to the Union upon request.

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

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, employee's 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 exists:

   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 any 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 Centers 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 Centers 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.

ARTICLE 11 – SALARIES

11.1 Salaries

Notwithstanding any other Contract provision to the contrary, the general salary rates 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 agree 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 × 1.05 = $2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., $2,415 ÷ 1.05 = $2,300).

C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.

D. "Range differential" is the difference between the maximum rate of two salary ranges.

E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two-steps higher than or the same as the maximum salary rate of another salary range.

F. "Higher salary range" is a salary range with the maximum salary rate at least two-steps higher than the maximum salary rate of another salary range.

G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

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

11.3 Timely Payment of Wages

A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

   1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;

   2. When a regular paycheck is late for reasons other than 1. above (e.g., AWOL, late dock), a salary advance of no less than 50 percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;

   3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.

B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.

C. This provision does not apply to those employees who have direct deposit.

D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.

E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office policies.

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 fall 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 fall 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.

11.13.4 Institutional Worker Supervision Pay Differential

A. Effective January 1, 1994, Bargaining Unit 4 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall, subject to the approval of the Department of Personnel Administration, receive a pay differential of $190 per qualifying pay period.

B. Effective November 1, 2003, the pay differential shall be subject to CalPERS deductions for purpose of retirement contributions.

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

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

E. Upon promotion to a higher classification in State service, an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus Supervision of Inmates/Wards/Resident Workers Pay Differential rate) to compute the appointment rate.

11.14.4 Out-of-State Pay Differential

A. Employees who are headquartered out-of-state shall receive an out-of-state pay differential of $346 per month.

B. Less than full-time employees shall receive the differential on a pro rata basis, based on their reduced time base.

11.15.4 Recruitment and Retention Differentials – Account Clerk Series – Department of Corrections

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

1. Either up to $200.00 per month (monthly differential), or

2. Up to $2,400.00 per year (annual payment).

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

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

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

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

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

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

F. Classifications which are eligible for this differential include:

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

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

11.16.4 Dictaphone Differential

A. Full-time employees in the classification of Office Assistant (Typing) in positions where the transcription of dictation from a dictating machine is done regularly, constitutes the employee's main assignment, and occupies the largest portion of the employee's time, shall receive a Dictaphone differential as follows:

1. Employees in Ranges A, B and C shall receive $74.00 per month.

2. Employees in Range D shall receive $90.00 per month.

B. Less than full-time employees shall receive the Dictaphone differential on a pro-rata basis according to the employee's reduced time base.

C. In the event the Administrative Support Technician classification is approved by the State Personnel Board, this Dictaphone differential will apply to that classification.

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	
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. and ends at or after 9 a.m.:	Breakfast may be claimed
Travel begins at or before 4 p.m. and ends at or after 7 p.m.:	Dinner may be claimed

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

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

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

1. Regular State Business Travel

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

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

   b. 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 Units 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 this 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 licenses, certificates, or credentials which are required as a condition of employment.

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 Units 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.

13.5.4 Upward Mobility and Training

A. The State agrees to reimburse Unit 4 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;

2. Cost of course-required books;

3. Transportation or mileage expenses;

4. Toll and parking fees;

5. Lodging and subsistence expenses.

B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 4 employees shall be reimbursed in cash or CTO, in accordance with their workweek group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.

C. If the State agrees with a Unit 4 employee's participation in non-required career-related training, the State may reimburse the employee for up to 50 percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

E. With prior authorization by a department head or designee, the State may reimburse Unit 4 employees up to 100 percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without loss of compensation may be for up to 100 percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

F. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

   1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or

   2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

G. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 4 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.

H. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.

I. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety Committees.

J. Each department shall develop and maintain a written upward mobility plan as specified in the State Personnel Board's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code Section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments.

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

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

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

13.6.4 Performance Standards

A. The employer shall, in developing performance standards, adhere to the following: employee performance standards shall be based upon valid work-related criteria, which insofar as practicable, include qualitative, as well as quantitative measures. Such standards shall reflect the amount of work which the average trained employee performing comparable duties can reasonably turn out in a day.

B. Employee performance standards shall be established in accordance with the following guidelines:

1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.

2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State may implement the standards and, upon request, shall meet with the Union to discuss the findings.

C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.

D. Where a performance standard exists, the Union may review data concerning all employees' production and error rates where such information is available.

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 Sections 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 contacts 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 Section 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.

15.3.4 Pilot Post and Bid

In regards to Post and Bid, Section 15.3.4, if any party pursues legal action regarding the constitutionality of this Section, the State and the Union agree to jointly participate in the defense against any litigation.

Effective Date: This pilot Post and Bid proposal takes effect ninety (90) calendar days following ratification by the Legislature and the Union's membership, unless otherwise indicated by the terms of the proposal.

This Section shall remain in effect for the term of the Memorandum of Understanding (MOU) except as follows: Sections 15.3.4 of the Unit 4 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 judgement 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 15.3.4 in Case No. 02CS00787, the Saving Clause in Article 5, Section 5.4 shall be operative.

During the life of the pilot program, a Post and Bid Joint Labor/Management Committee shall be established. The Committee will be comprised of three (3) Union and three (3) management representatives. Union representatives shall be chosen by the Union and management representatives shall be chosen by management. The Committee will meet at least quarterly to review how the process is working and make recommendations to adjust the process but not the concept of this pilot post and bid program. Unless mutually agreed otherwise, this pilot program terminates with expiration of the contract.

When a Department decides to fill a full-time permanent position, selection will be based on the following criteria, using a ratio of fifty percent (50%) by post and bid and fifty percent (50%) by other hiring methods. This section applies to the following classifications:

Class Code	Classification
1441	Office Assistant (G) Excludes EDD
1379	Office Assistant (T) Excludes EDD

The parties agree that by June 1, 2004, the above list may be expanded to cover at least four (4) additional classifications.

A. **Eligibility to Bid**

1. To be eligible to bid employees must already be employed by the department with the posted position and meet one of the following:

    a. Currently has permanent full-time civil service status in the same civil service classification as the posted position; or

b. Currently has permanent intermittent civil service status in the same civil service classification as the posted position and meets the eligibility criteria for a time base change under State Personnel Board Rule 277.

2. Employees who are on probation or on an official Training and Development assignment are not eligible to bid.

3. Employees must meet the qualifications stated on the bid notice and possess the physical abilities to perform the essential functions of the posted position.

4. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

5. For the 12 calendar months preceding onset of the bid process, an employee who receives an adverse action which relates to the employee's job performance will be precluded from participation in the bid process.

6. An employee who successfully bids pursuant to this section is precluded from bidding on any position for a period of twelve (12) months from the date appointed to the position. When an employee has two or more bids pending and accepts an offer, all outstanding bids shall be deemed withdrawn. The employee shall notify the contact person(s) for those outstanding bids.

7. An employee who declines the offered position pursuant to this section, is precluded from bidding on any position for a period of three (3) months from the date the position was declined.

B. **Exclusions**

1. Mandatory Placement: This section shall not apply when an employee must be placed by mandatory reinstatement, placement of employee subject to layoff, State Restriction of Appointments/Surplus lists, proper placement such as but not limited to, reasonable accommodations, ADA, worker's compensation, limited duty, Family Medical Leave Act, hardship transfer.

2. This section does not preclude management from transferring employees or denying an employee's transfer for verifiable security, safety, or other job related reasons (e.g., restraining orders, violence in the workplace, court orders).

3. The State reserves the right to assign/reassign employees where needed, under certain circumstances, such as, but not limited to emergencies, reorganizations, budgetary constraints or extreme operational needs. This section shall not be used to circumvent the Post and Bid process.

4. The above exclusions do not count as part of the 50/50 ratio.

C. **Bid Notice Posting**

Bid notices shall be posted for a period of no less than ten (10) calendar days where job announcements are normally posted (e.g., VPOS, intranet, department internet sites, personnel offices, bulletin boards, etc.).

D. **Bid Notices Shall at a Minimum Include:**

1. The classification of the posted position;
2. Department, section and geographic location;
3. A statement of duties outlining:
   a. the duties of the position;
   b. required technical and professional skills and abilities;
   c. any educational or certificate requirements;
   d. the physical abilities required to perform the essential functions of the posted position; and
   e. any specific departmental requirements, including, but not limited to bonding, fingerprinting, background checks, medical clearances:
4. The final date by which bids must be received;
5. Locations where bid forms may be acquired;
6. The personnel office or designated location to which the bids are to be submitted;
7. The name, telephone number and e-mail address of a departmental contact person who can provide additional information about the position;
8. The window period in which an employee needs to be available for contact; and
9. Any differentials that may apply to the positions or a statement that no differential exist.

E. **Bid Submittal**

Eligible employees may bid for posted positions by submitting a completed bid form provided by the department. Bid forms must be received on or before the date specified in the posted bid notice.

F. **Seniority**

1. For purposes of this Section "seniority" is defined as total months of State service as used for vacation/annual leave accrual purposes. When two or more employees apply for a specific position and have equal State service seniority, the tie shall be broken as follows: total months of State service within the Department of the posted position, then by lot.
2. Seniority will be based on the employee's seniority as of the beginning of the December 2002 pay period. A new seniority list shall be calculated each December thereafter.
3. The seniority list shall be made available upon request to all employees.
4. Any challenge to an employee's seniority score must be filed within thirty (30) calendar days of the list becoming available.

5. The seniority list, as modified by any successful challenge, shall be the sole determinant of seniority for Post and Bid selections until a new list is developed.

G. **Selection**

1. All bidders must satisfy the Eligibility to Bid criteria in subsection A.

2. Selection will be based on the departmental geographic area (geographic region, program, division, etc.). The most senior bidder, if any, within the departmental geographic area shall be offered the position. If no employee from the departmental geographic area bids, then the most senior bidder in the department shall be offered the position.

3. If the most senior bidder within the appropriate pool declines the position, then the procedure continues by offering the position to the next most senior bidder until there are no bidders left. When there are no bidders left, management may then fill the posted position through any other means. Positions filled by any other means count as if filled by the Post and Bid procedure.

4. The individual selected under the terms of this section shall have a maximum of five (5) workdays from date of contact to accept or reject the offer unless the appointing power agrees to more time. Failure to respond to the contact person within the time frame allowed shall be considered a rejection of the offer by the employee.

5. The individual selected will be expected to report to the new position in no less than fourteen (14) calendar days unless agreed otherwise by the current and hiring supervisor. The start date must be effective within 30 calendar days of the date the employee accepted the position. If a position requires additional hiring approval, such as, but not limited to, medical clearance, fingerprinting, bonding, or background checks a conditional job offer will be made and the report date will be established based on approved clearance dates.

H. Bidding employees who accept appointments waive any and all rights to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses in whole or in part at management's discretion.

I. The department will notify all bidders of the bid award in writing, including name, seniority score and pool of winning bidder within five (5) days of awarding the bid.

J. **30 Day Trial Period**

Within 30 days of appointment;

1. All successful bidders have the right to a "no-fault" return to their former position (as defined in Govt. Code, § 18522).

2. Management reserves the right to return successful bidders to their former position (as defined in Govt. Code, § 18522) for verifiable reasons. Such return shall be "no-fault" and the position shall be re-bid. The employee's rights to bid shall be restored.

K. **Dispute Resolution**

Employees who dispute the appropriateness of the bid award for the posted position may file a written protest. The protest shall be filed within five (5) work days after receipt of the notification provided under section I, above. Protests shall be filed with the Post and Bid Joint Resolution Committee, on a form provided by the department. The selected bidder's appointment date will be put on hold. The Post and Bid Joint Resolution Committee has ten (10) work days to issue a decision in writing to the person filing the dispute. The Post and Bid Joint Resolution Committee shall be comprised of two (2) persons appointed by the Appointing Authority/department that has the position and CSEA respectively. Disputes will be resolved by a majority vote. A tie will be broken by lot. If the decision is found in the favor of the complainant, the selected bidder will be notified and the decision will be final and not precedential.

L. Each appointing authority shall maintain sufficient data to track and verify compliance with this provision. Such information shall be maintained by the appointing power for three (3) years and shall be made available to the Union upon request.

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 lay off 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 lay off 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 ¾. 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 continues 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 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:

A. 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.

B. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.

C. 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:

A. 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 safety members (2.5% at 55) under the CalPERS, 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.

B. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.

C. 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 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:

A. 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.

B. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.

C. 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 Section 20047 "Enhanced Industrial Disability Retirement."

17.9.4 State Safety Retirement

The Union agrees to the provisions of Government Code Sections 19816.20 and 20405.1.

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 employees 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-month 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 rules 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; or

   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 Section 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 from 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 Zones

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.

19.11.4 Overtime Assignments for Work Week Group 2 Employees

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.

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 serve 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.

21.4.4 Call Centers

A. DEFINITION OF A CALL CENTER:

A call center is the central point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

B. TRAINING:

Training is essential to the creation and maintenance of an effective Call Center.

1. Training programs for new employees shall be pre-defined programs of classroom and on the-job-training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle and (5) shall be trained on how to properly escalate problem callers (6) and ergonomic training.

2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.

3. Upon request, upward mobility training and information shall be provided to all call center employees.

4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

C. ERGONOMICS:

An ergonomically sound environment is essential to the health and welfare of all call center employees.

1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least two weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.

2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.

3. Upon the Union's request, Departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.

4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.

5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.

6. Every employee assigned to a call center will also be given access to the booklet, "Safe and Healthful Workstation Guide".

D. HEADSETS:

Call Centers shall accommodate reasonable requests for an employee's choice of headsets.

E. CALL MONITORING:

1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.

2. Pursuant to the entire agreement clause, a Department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.

3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored

F. OTHER

1. Appropriate call center technology should be applied.

2. 19.3B of the CSEA Master Contract shall be applied to all call center employees.

3. The State shall notify the union prior to the creation of any new call center and/or the selection of any 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

4. The State shall train all Call Center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.

5. These recommendations do not commit the State or any State department to the expenditure of unbudgeted funds.

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 not 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 Sections 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 Unit 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) Sections 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 of 2003 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 #10.4 - California State Lottery (CSL) Scratcher Sales Bonus

CSL reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgetary and legal mandates.

The classifications of Lottery Ticket Sales Specialist (LTSS) and Lottery Ticket Sales Senior Specialist (LTSSS) shall be eligible to receive sales bonuses as governed by the following provisions:

A. The sales bonus shall be based solely on sales of Scratcher products. Scratcher product sales are defined as only those packs that have been financially settled by retailers. Prior to the beginning of each new quarter of the fiscal year, the CSL Director or designee shall set a statewide sales goal for Scratcher products. The statewide sales goal is then broken down into "market shares" for each individual "retailer assignment." Individual achievement for bonus eligibility is measured against the "marked share" established for the individual retailer assignment.

B. CSL Sales Department shall issue a quarterly report showing the percentage of statewide sales (commonly referred to as "market share") for Scratcher products for each retailer assignment. The market share of each sales area is defined as the percentage contribution of the employee's retailer assignment to actual statewide sales during the quarter ending one quarter prior to the "goal quarter," also identified as the "quarter before last."

   Example: The goal of Quarter 1 of FY 99-00 is based upon market share from Quarter 3 of 98/99.

C. Upon completion of each quarter and a qualifying period as defined in subsection G., if the retailer assignment achieves at least the first level sales goal in Scratcher products, the eligible employee receives the appropriate bonus award for that level. Subsequent awards are based upon achieving greater sales levels for the Scratcher-only products.

   Example: If a retailer assignment achieves Level 1 goal in Scratcher sales, the participant receives Level 1 bonus.

D. Bonus levels and corresponding dollar awards attributable to each level are listed below:

BONUS LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
% OF SALES GOAL ACHIEVEMENT	102%	105%	108%	112%
Lottery Ticket Sales Specialist	$300	$600	$900	$1,200
Lottery Ticket Sr. Sales Spec.	$300	$600	$900	$1,200

E. Each eligible employee described below shall be required to work a qualifying period as defined in subsection F. to be eligible for a bonus.

   1. A full-time employee who works a qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.

   2. An intermittent employee who works a qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.

3. An intermittent employee who works a qualifying period and who works more than one retailer assignment in either the North or the South region during the quarter shall be eligible for the appropriate level bonus achieved by that region.

4. An intermittent employee who works a qualifying period and who works more than one retailer assignment in both the North and South regions during the quarter shall be eligible for the appropriate level bonus achieved by the State.

5. A part-time employee who works a qualifying period shall be eligible for a percentage of the bonus dollar amount consistent with the employee's time base. The qualifying period as defined in subsection F. shall be prorated to the time base.

   Example: A ¾ time employee who work's a qualifying period and who achieves Level 1 sales shall be eligible to receive ¾ of the dollar amount for that level. The qualifying period for eligibility is proportionately reduced by 25 percent (25%).

F. For purposes of this bonus provision, the following definitions shall apply:

1. "Qualifying period" is defined as actually working a regular retailer assignment no less than 65 percent (65%) of actual available work hours in a quarter, excluding holidays and weekends.

   Formula: Thirteen weeks (91) days less weekends (26 days) multiplied by eight hours a day less holiday hours multiplied by 65 percent (65%) equals a qualifying period.

   Example: A qualifying period in a thirteen (13) week quarter with no holidays would require the participant to work a regular retailer assignment 338 hours. A qualifying period in a quarter that has one holiday would require the participant to work a regular retailer assignment of 333 hours.

2. "Retailer assignment" is defined as a preassigned group of retailers for which the employee has Scratcher inventory management responsibilities either through the use of a Scratcher inventory management system or through regular retailer telephone activity. Retailer assignment does not include activity with retailers which are redirected to an employee because of coworker absences.

G. Bonus payments shall be made quarterly within sixty (60) days after the end of the quarter.

H. Bonuses paid pursuant to this section are excluded from compensation for retirement purposes.

I. Bonuses paid pursuant to this section are considered compensation for taxation purposes.

Side Letter #11.4 - Board of Equalization Call Center Differential

Effective January 1, 2002, the State agrees to pay a $100 per month pay differential to Tax Technicians I/II/III employees of the Board of Equalization who perform at least 50 percent (50%) of their normal duties in the following assigned tasks, in recognition of the increased complexities and level of skills/knowledge required due to the implementation of the Automated Call Distribution System:

A. Full-time employees in Unit 4 assigned to the Information Center/800 Number, Customer and Taxpayer Services Division.

B. Full-time employees in Unit 4 assigned to the Board of Equalization District Offices performing taxpayer counter services.

C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to their reduced time base.

Side Letter #12.4 - California State Lottery Call Center Differential

Effective January 1, 2002, the State agrees to pay $100 per month pay differential to employees of the California State Lottery who perform full time as Call Center 800 Operators (Lottery Customer Service Division) in recognition of the increased complexities and level of skills and knowledge required due to the implementation of the Automated Call Distribution System.

Side Letter #13.4 – Employment Development Department (EDD) Call Center Differential

Effective January 1, 2002, in recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a $100.00 differential per pay period to the following Employment Development Department employees in the Tax Branch and Unemployment Insurance Branch who perform at least fifty percent (50%) of their normal work duties in an automated call distribution center and/or public service counter involving response to the general public or customer client contacts relating to multiple programs and/or services of the department:

Program Technician, Program Technician II, Program Technician III in the Call Center Collection Division, Call Center, Field Audit Compliance Division and Customer Service Counters (Field Audit and Compliance Division) of the Tax Branch.

Accounting Technicians in the Call Center, Contribution Adjustment Group, Tax Processing and Accounting Division, Tax Branch and the Overpayments/1099 Group, Unemployment Insurance Branch.

Part-time and intermittent employees performing the duties described above shall receive the differential on a pro rata basis.

Side Letter #14.4 – Department of Consumer Affairs Call Center Differential

Effective January 1, 2002, the State agrees to pay $100 per month pay differential to Program Technicians I/II employees of the Department of Consumer Affairs who perform at least 50% of their normal duties in the following assigned tasks, in recognition of the complex workload and level and knowledge required to receive and respond to consumer calls:

A. Full-time employees in Unit 4 assigned to the Information Center/800 Number, Consumer Information Center.

B. Full-time employees in Unit 4 assigned to the Contractor's State License Board call center.

C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to their reduced time base.

Side Letter #15.4 – California Public Employees Retirement System (CalPERS) Call Center Differential

In recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a $100.00 differential per pay period to California Public Employees Retirement System employees at the full journey level of Benefit Program Specialist II and Benefit Specialist III who, at least fifty percent (50%) or more of their time, are assigned to call centers and public service counters to perform duties involving response to the general public or customer/client contacts relating to multiple programs and/or services of the department. Such payment is consistent with the agreement between the State and the Union signed November 17, 2000.

Part-time and intermittent employees performing duties in the class levels described above shall receive the differential on a pro-rata basis, according to their time base.

Side Letter #16.4 – State Teachers' Retirement System (STRS) Call Center Differential

The State agrees to pay a $100.00 per month pay differential to the following employees of the State Teachers' Retirement System in recognition of the complex work and level of skill and knowledge required to receive and respond to 800-telephone line calls from STRS members contacting the Public Service Office.

A. Full time employees in the Pension Program Representative classifications who perform the work described above at least 50 percent (50%) or more of their time.

B. Part-time and intermittent employees performing the duties described above shall receive the differential on a pro-rata basis.

Side Letter #17.4 - Calendaring Function Differential - California Unemployment Insurance Appeals Board (CUIAB)

The State agrees to add criteria D. to the Calendaring Function Differential for the Office Technician (Typing) class at the CUIAB and will continue to pay $150 per pay period as established May 1, 1997.

Criteria:

A. All eligible full-time employees must be assigned sole responsibility for the hearing calendaring function.

B. One employee per Field Operation's field office, per pay period, is eligible to receive this pay differential.

C. An employee is eligible to receive this pay differential if he/she performs the hearing calendaring function for eleven (11) or more calendar days per pay period.

D. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

Side Letter #18.4 - Hearing Reporters and Scopists – California Public Utilities Commission (CPUC)

Effective January 1, 2002, Hearing Reporters, in addition to their base salary, will receive three dollars and twenty-five cents ($3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required. Hearing Reporters, in addition to their base salary, will receive one dollar and forty cents ($1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reporter as required which may include completing final transcript and electronic (or otherwise) delivery thereof. A qualified Hearing Reporter, in addition to their base salary, will receive one dollar and no cents ($1.00) per page for setting up and reporting a "realtime" hearing. If more than one reporter works on a hearing, their collective page total shall not exceed the total pages for that hearing.

Scopists, in addition to their base salary, will receive one dollar and forty cents ($1.40) per page for each "daily" or “expedited" page which is scoped and/or proofread by that scopist as required. If more than one Scopist works on a hearing, their collective page total shall not exceed the total pages for that hearing.

A "daily transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested be delivered (in hard copy or electronic form) the same day that the hearing has occurred. An "expedited transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested to be delivered (in hard copy or electronic form) within seven calendar days of the hearing. A "realtime transcript" is a transcript of a hearing that will be delivered to the presiding officer or a party contemporaneously via a Computer Assisted Transcription (CAT) system.

To qualify for per page rate pay all realtime, expedited and daily transcripts and respective page counts (reported or scoped) must be approved by the Chief Reporter or a person assigned by the Chief Administrative Law Judge and the transcripts must be ordered by a party agreeing to pay for these premium services.

The above differential (page rates) shall be counted towards retirement.

Side Letter #19.4 – Department of Transportation (CalTrans) Toll Collectors' Night Shift

Caltrans only: Toll Collectors' Night Shift Differential

A. Caltrans will pay a night shift differential to Toll Collectors whose regularly scheduled shifts include at least three (3) hours on the night shifts as defined in Section 11.5 A of the 2002-2003 Unit 4 MOU. In all other respects, the provisions in Section 11.5 A and B will continue to apply to Caltrans Toll Collectors.

B. This provision will become effective July 1, 1999.

Side Letter #20.4 – Post and Bid Program for Department of Transportation (Caltrans) District 4 (S.F. Bay Area) Toll Bridges

The Department of Transportation (Caltrans) and CSEA agree to a Post and Bid Program for all District 4 employees in the Toll Collector classification.

Vacancy/Shift Assignment shall be deemed to exist when a position is unoccupied as a result of retirement, transfer, termination, reassignment, or new funding and the Department elects to fill the position based on the following criteria:

A. Eligibility to participate:

   1. Employees must have permanent civil service status. Permanent status is when the employee has successfully passed his/her probationary period in the class.

   2. Any employee appointed under the terms of this side letter must possess the requisite skills and abilities required of the position. Any employee who has sustained a disciplinary action or received a substandard performance report within the twelve (12) months preceding the occurrence of the vacancy, may, at the discretion of management, not be eligible for transfer.

B. Criteria to participate:

   There will be a thirty (30) calendar day open Post and Bid period semiannually as follows:

   - October 15 through November 14 (January through June)
   - April 15 through May 14 (July through December)

   The Post and Bid Vacancy/Shift Assignment requests shall be kept on file for the qualifying six (6) months.

C. Toll Collector vacant positions will be filled in the following order:

   1. Permanent full-time Toll Collectors who are currently assigned to the toll bridge where the vacancy exists and who have a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.

2. Any permanent full-time Toll Collector with a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.

3. PI toll collectors who meet either 1) SPB Rule 277 on the date of the vacancy, or 2) are reachable on a permanent full-time eligible list, and who have a valid post and bid request on file shall be offered first right of refusal to a permanent full-time vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.

4. Any permanent intermittent toll collector who has a valid Post and Bid Request on file shall be offered first right of refusal for a lateral transfer to a vacant permanent intermittent position in seniority order based on total months of State service. In cases of tied seniority, the decision will be made by lot.

5. If no Toll Collector with a valid Post and Bid Request accepts the position or if there is no valid Post and Bid Request on file, the employer may then fill the vacancy by any other available means.

D. Time frames to accept and move to a new position:

1. Employees selected under the terms of this side letter shall have a maximum of five (5) workdays in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor. Once the five (5) workdays have expired without response from the employee being considered for reassignment, the employer shall consider it a refusal of the job offer.

2. If a job offer is accepted, the employee will report when the department has completed the Post and Bid process. If a transfer reasonably requires a relocation in accordance with Section 12.2 of the MOU the employee has a maximum of thirty (30) calendar days to report to the new work location unless extended by the hiring supervisor.

3. Employees being reassigned under this post and bid process waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

4. This side letter does not preclude management from transferring employees for verifiable security, safety, or clearly articulated operational reasons.

Side Letter #21.4– Employee Recognition and Morale Program – Franchise Tax Board and Board of Equalization

A. The Franchise Tax Board and the Board of Equalization agree to establish an Employee Recognition and Morale Program to recognize individual employees and/or a group of employees for outstanding contributions on the job. All Unit 4 employees are eligible for recognition under the program.

B. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed $50 per employee. Cash awards under this section are excluded from compensation for the purposes of retirement.

C. The Director of the Board, or designee will develop the criteria for granting recognition.

D. This section is not subject to Article 6 of this contract.

Side Letter #22.4 – Traffic Congestion Relief Bonus – Department of Transportation (Dispatcher Clerk, Caltrans Class Code 3710)

The State and the Union agree to meet and explore the feasibility of establishing a Traffic Congestion Relief Bonus Program in the Department of Transportation. If a feasible program is agreed upon, the program will be implemented on a date agreed to by the Department of Transportation and the Union, provided the program is approved by the Department of Personnel Administration and the Department of Finance.

Side Letter #23.4 – California Environmental Protection Agency (CalEPA) Agreement dated October, 2000

The October 2000 Agreement between the State and the Union regarding the California Environmental Protection Agency headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

Side Letter #24.4 – Library Technical Assistant Classification Specification

The State agrees to establish a joint labor/management committee to study and update the Library Technical Assistant classification series.

A. The State agrees that the Union will have four representatives who will serve and participate on the committee without loss of compensation. Management will have an equal number of representatives on the committee.

B. The committee will conduct a study of the classification specification and present recommendations and alternatives within the term of the MOU.

C. The State shall provide administrative support to the committee.

D. Any recommendations resulting from this study are subject to approval by both parties.

Side Letter #25.4 - Program Technician Series Classification Study

The State agrees to establish a joint labor/management committee to study the classifications in the Program Technician series. The departments participating on this committee are the Employment Development Department, State Compensation Insurance Fund and the Department of Justice.

A. The State agrees that the Union will have a representative from each of the departments identified above, who is employed in a classification in the Program Technician series, who will serve and participate on the committee without loss of compensation. The Union will also be allowed a fourth representative who will be compensated by the Union. The State will have an equal number of representatives on the committee.

B. The committee will conduct a study and present recommendations and alternatives within the term of the MOU.

C. The State shall provide administrative support to the committee.

D. Any recommendations resulting from this study are subject to approval by both parties.

Side Letter #26.4 - Dispatcher Clerk (CR49 and CR50) Classification Study

The State agrees to establish a joint labor/management committee to study the Dispatcher Clerk (CR49 and CR50) classification.

A. The State agrees that the Union will have four representatives who will serve and participate on the committee without loss of compensation. Management will have an equal number of representatives on the committee.

B. The committee will conduct a study and present recommendations and alternatives within the term of the MOU.

C. The State shall provide administrative support to the committee.

D. Any recommendations resulting from this study are subject to approval by both parties.

Side Letter #27.4 - Office Assistant (Typing)/Word Processing Technician Consolidation

A. The State and the Union agree to submit to the State Personnel Board, a classification proposal to consolidate the Office Assistant (Typing) and Word Processing Technician classes. The consolidation of the Office Assistant (Typing) and Word Processing classes is contingent on adoption of the classification changes by the State Personnel Board. The new consolidated classification will be titled Administrative Support Technician (Typing) and shall be as follows:

Current Classification	Salary	New Classification	Salary
Office Assistant (Typing), Range A	$1908-2435	Administrative Support Technician (Typing) Range A	$1908-2435
Office Assistant (Typing), Range B Word Processing Technician, Range A	$2069-2641	Administrative Support Technician (Typing), Range B	$2069-2641
Word Processing Technician, Range B	$2180-2780	Administrative Support Technician (Typing) Range C	$2180-2780

B. The State and the Union further agree to establish an Alternate Range Criteria for the new class of Administrative Support Technician (Typing), Ranges A, B, and C.

Range A. This range shall apply to incumbents who do not meet the criteria for payment in range B or Range C.

Range B. This range shall apply to incumbents who have satisfactorily completed either:

1. One year of experience in California state service performing clerical duties at a level of responsibility equivalent to that of an Administrative Support Technician (Typing), Range A. or

2. Experience: One year of experience in typing and clerical work. [Academic education above the 12th grade may be substituted for one year of the required general experience on the basis of either (a) one year of general education being equivalent to three months of experience; or (b) one year of education of a business or commercial nature being equivalent to six months of experience.] and

   Education: Either equivalent to completion of the 12th grade or completion of a business school curriculum; or completion of a clerical work experience training program such as those offered through the Welfare Reform Act. (One year of clerical work experience may be substituted for the required education.)

Range C. This range shall apply to incumbents that meet all of the following criteria:

1. Incumbents in positions approved by the appointing authority as having significant responsibility in performing specialized or difficult typing assignments involving the use of a personal computer and various software applications.

2. Incumbents who have satisfactorily completed the equivalent of one year of experience as an Administrative Support Technician (Typing), Range B. or

   Experience: Two years of experience in typing and clerical work. [Academic education above the 12th grade may be substituted for one year of the required general experience on the basis of either (a) one year of general education being equivalent to three months of experience; or (b) one year of education of a business or commercial nature being equivalent to six months of experience.] and

   Education: Either equivalent to completion of the 12th grade or completion of a business school curriculum; or completion of a clerical work experience training program such as those offered through the Welfare Reform Act. (One year of clerical work experience may be substituted for the required education.)

3. Incumbents must be proficient in computer software used for word processing and for creating charts, graphs, tables, spreadsheets, databases and graphics as required by the appointing authority.

Side Letter #28.4 – Upward Mobility and Career Development

The State agrees to adapt the "Basic Career Exploration" course offered by California State University, Sacramento Regional and Continuing Education (CSUS – RCE) for civil

service careers. The course would be available via a website that can be used by two audiences: (1) union stewards for reference and coaching their members and (2) employees for developing and implementing their own career plans. The website may include:

A. Shells and guidelines for writing resumes and preparing state applications;

B. How to interview for a job

C. Online, self-scoring assessment instruments to determine your personal preferences and strengths

D. Map of the steps in getting a state job and a promotion

E. Information on state civil service career ladders (focus on Unit 4 possibilities)

F. Identification of the levels and types of skills needed at different steps in the career ladders. Include examples of typical work products

G. Information on where to find the training and education to build your skills

H. Civil service job specifications, including the numbers of positions in each classification, state agencies using each class, geographical location, pay scales

I. Information on exams being given

J. Information on jobs available

K. Links to the career information on state agency Internet sites

In addition, a Joint Labor/Management Upward Mobility and Career Development Committee shall be established to recommend content for the website, including existing on-line resources as well as needed material.

The Committee shall be comprised of three (3) State management members, selected by the State, and three (3) Union representatives, selected by the union.

The Committee shall meet at least four (4) hours per month over a twelve (12) month period for which union representatives will suffer no loss in compensation.

The website containing existing on-line material will be made available within twelve (12) months of the date of ratification of the contract by both parties. Additional material that requires development may be added on an on-going basis as budgetary constraints permit.

Side Letter #29.4 - Auditor and/or Accountant Upward Mobility Program

The State agrees to an upward mobility training program for Unit 4 employees who are currently employed by the Employment Development Department, Board of Equalization or Franchise Tax Board.

In accordance with Article 13.3, this program is to provide preference for upward mobility into the auditing or accountant classifications which has been identified and approved in the employee's Annual Individual Development Plan. This section is subject to available training resources..

Side Letter #30.4 - State Special Schools Ten-Month Compensation Agreement

A. The Special Schools in the Department of Education shall use the following work schedule policy for permanent, full-time Bargaining Unit 4 employees that are scheduled to work a 10-month school year.

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

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

2. Employees covered by this Agreement:

   a. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 4 contract vacation leave provision.

   b. Shall receive 70 hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods.

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

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

3. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses.

4. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Contract are met.

5. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g., CTO or vacation) or place employees on dock. During recesses it is the intent of the Department that all employees covered by this Contract shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.

6. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.

7. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation, or CTO in July and a minimum two (2) days of work, training, vacation, or CTO in August.

Side Letter #31.4 – Department of Motor Vehicles (DMV) – Motor Vehicle Field Representative Permanent Intermittent (PI)

Permanent Intermittent employees in Motor Vehicle Field Representative (MVFR) classification, in the Department of Motor Vehicle (DMV), shall be provided the opportunity to change time base as follows:

A. When DMV decides to fill a vacant full-time position, fifty percent (50%) of the available positions are subject to this procedure, and will be advertised in the same manner as other post and bid announcements utilizing the Opportunity Bulletin.

B. DMV shall after permitting intradepartmental transfers within the class and prior to appointing an employee from an eligible list, select from the most senior Permanent Intermittent Employee, within the department and the class, with the highest State Service seniority who meets the eligibility criteria for a time base change as defined by State Personnel Board Rule 277.

   1. The employee must:

a. have passed probation in the MVFR class;

b. have not received an Adverse Action in the past 12 months;

c. have an overall rating of satisfactory in their most recent performance appraisal;

d. have no negative documentation in their official personnel file in the past 12 months;

e. apply for the vacant position

C. The appointment shall be made within a departmentally defined geographic/organizational area. DMV may combine geographic/organizational areas.

D. Seniority shall be defined as one point for each month of qualifying State Service as used for the purpose of determining leave (e.g. vacation) accrual.

E. An employee who applies for and is selected for a time base change pursuant to this section, and refuses the appointment shall be removed from future consideration under this section. An employee may remove their name from the list of most senior employees prior to interview. Employees applying and selected under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

F. Dispute Resolution:

Employees who dispute the appropriateness of the bid award for the posted position may file a written protest pursuant to Section 15.3.4.

G. Each appointing authority you shall maintain sufficient data to track and verify compliance with this provision. Such information shall be maintained by the appointing power for three (3) years and shall be made available to the Union upon request.

Side letter #32.4 – Department of Motor Vehicles (DMV) Saturday Service

During the term of this Agreement the Department of Personnel Administration (DPA) will request that the Department of Finance, in conjunction with the DMV, review the advisability of continuing Saturday service.

Results of such a review will be shared with the Union.

Side letter #33.4 – Flexible Work Hours

The Department of Personnel Administration (DPA) will prepare a Personnel Management Liaison (PML) letter which will encourage departments to seriously consider flexible work hours pursuant to Section 19.6, Flexible Work Hours of the Bargaining Unit 4 Memorandum of Understanding.

ADDENDUM I

Time off for Victims of Domestic Violence

State of California

M E M O R A N D U M

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

CONTACT: Charlotte Gehringer, Personnel Management Analyst
(916)323-6938
FAX: (916) 324-9393
Email: CharlotteGehringer@dpa.ca.gov

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

Classification	Schematic	Class	A/R	Current Salary Minimum	Current Salary Maximum	WWG
Account Clerk II	CU70	1733		2209	2687	2
Accounting Technician	CU80	1741		2465	2998	2
Appeals Assistant	CW85	1831		2757	3353	2
Assistant Clerk	CA73	1123		1730	2103	2
Benefit Program Specialist (CalPERS)	JR56	6410	A	2130	2588	2
			B	2289	2780	2
			C	2465	2998	2
Book Repairer	CG96	1300		2130	2588	2
Calculating Machine Operator -Key Driven-	CM60	1433		2289	2780	2
Case Service Assistant, Department Of Rehabilitation	CW80	1832		2289	2780	2
Clerk, California Conservation Corps	CA25	1125	A	2465	2998	2
			B	2562	3112	2
Consumer Assistance Technician	CA50	1109		2465	2998	2
Control Cashier I (Motor Vehicle Services), Department Of Motor Vehicles	CX34	8736		2659	3230	2
Control Cashier I (Vehicle Registration), Department Of Motor Vehicles	CX36	8738		2659	3230	2
Control Cashier II (Motor Vehicle Services), Department Of Motor Vehicles	CX35	8737		2863	3482	2
Control Cashier II (Vehicle Registration), Department Of Motor Vehicles	CX37	8739		2863	3482	2
Corporation Documents Examiner	CW75	1827		3136	3812	2

Classification	Schematic	Class	A/R	Current Salary Minimum	Current Salary Maximum	WWG
Dispatcher-Clerk	CR50	1660		2589	3147	2
Dispatcher-Clerk, Caltrans	CR49	3710		2589	3147	2
Examination Proctor, Department Of Insurance	CG75	1877	A	2295	2382	2
			B	2549	2649	2
Executive Assistant	CD40	1728		3072	3734	2
Executive Secretary I	CD60	1247		2822	3431	2
Executive Secretary II	CD50	1245		3072	3734	2
Health Record Technician I	CW45	1869		2465	2998	2
Health Record Technician II (Specialist)	CW40	1872		2757	3353	2
Hearing Reporter	CD20	1229		4458	5417	2
Hearing Reporter Public Utilities Commission	CD11	1221		4458	5417	2
Hearing Transcriber-Typist	CC35	1193		2465	2998	2
Interagency Messenger	CA90	1697		2130	2588	2
Key Data Operator	CJ50	1419	A	2012	2220	2
			B	2289	2780	2
Law Indexer	CX20	2957	A	2661	3162	2
			B	2881	3456	2
			C	3456	4154	2
Legal Documents Examiner	CW65	1829		3136	3812	2
Legal Hearing Typist, Unemployment Insurance Appeals Board	CC47	1058	A	2419	2941	2
			B	2704	3285	2
Legal Secretary	CE20	1282	A	2839	3450	2

Classification	Schematic	Class	A/R	Current Salary Minimum	Current Salary Maximum	WWG
			B	2981	3623	2
Legislative Clerk	CF55	1323	A	1938	2354	2
			B	2130	2588	2
Library Technical Assistant I	CG90	1307	A	2589	3148	2
			S	2590	3150	2
Lottery Ticket Sales Senior Specialist	JY48	9079		2757	3353	2
Lottery Ticket Sales Specialist	JY50	9078		2465	2998	2
Mailing Machines Operator I	CK03	1779	A	2130	2588	2
			B	2306	2801	2
Mailing Machines Operator II	CK04	1780		2475	3005	2
Medical Secretary, Correctional Institution	CC50	9551		2704	3285	2
Medical Stenographer	CE80	1179		2419	2941	2
Medical Transcriber	CC58	1177		2419	2941	2
Microfilm Technician I	CL40	1480	A	1977	2400	2
			B	2202	2673	2
Microfilm Technician II	CL45	1481		2367	2875	2
Motor Vehicle Assistant	CZ91	1898	A	2130	2588	2
			B	2289	2780	2
Motor Vehicle Field Representative	CZ90	1897	A	2130	2588	2
			B	2289	2780	2
			C	2465	2998	2
Motor Vehicle Technician	CZ92	1899	A	2289	2780	2

Classification	Schematic	Class	A/R	Current Salary Minimum	Current Salary Maximum	WWG
			B	2465	2998	2
Museum Assistant I	CB20	2862		1322	1609	2
Museum Assistant II	CB30	2863		1609	1955	2
Nosologist	CW52	3231		2590	3147	2
Nosologist Trainee	CW50	3230		2235	2715	2
Office Assistant (General)	CA55	1441	A	1938	2354	2
			B	2130	2588	2
Office Assistant (Typing)	CA52	1379	A	2003	2435	2
			B	2172	2641	2
Office Occupations Clerk	CA71	1107		1876	2282	2
Office Occupations Trainee	CA74	1242		1746	1924	2
Office Services Supervisor I (General)	CA38	1141	A	2465	2999	2
			S	2466	3001	2
Office Services Supervisor I (Typing)	CA36	1148	A	2465	2999	2
			S	2466	3001	2
Office Technician (General)	CA48	1138		2465	2998	2
Office Technician (Typing)	CA46	1139		2510	3050	2
Pension Program Representative	CZ08	9777	A	2130	2780	2
			B	2465	2998	2
Personnel Selection Technician	CG74	6291	A	2130	2588	2
			B	2465	2998	2
Program Technician	CZ81	9927		2130	2780	2

Classification	Schematic	Class	A/R	Current Salary Minimum	Current Salary Maximum	WWG
Program Technician II	CZ82	9928		2465	2998	2
Program Technician III	CZ83	9929		2757	3353	2
Property Controller I	CO80	1550		2712	3296	2
Property Controller I (Correctional Facility)	CO85	1793		2951	3585	2
Property Controller II	CO70	1549		3081	3742	2
Property Controller II (Correctional Facility)	CO75	1794		3381	4107	2
Property Inspector (Specialist)	CO60	1547		3227	3921	2
Racing License Technician I	CW92	1920		2289	2780	2
Racing License Technician II	CW93	1921		2465	2998	2
Scopist, Public Utilities Commission	CC36	1192		2465	2998	2
Secretary	CD30	1176		2510	3051	2
Senior Account Clerk	CU60	1730		2465	2998	2
Senior Benefit Program Specialist (Calpers)	JR52	6412		2757	3353	2
Senior Legal Typist	CC45	3224	A	2419	2941	2
			B	2704	3285	2
Senior Legislative Clerk	CF40	1319		2465	2998	2
Senior Medical Stenographer	CE70	1180		2704	3285	2
Senior Motor Vehicle Technician	CZ89	1890		2757	3353	2
Senior Pension Program Representative	CZ09	9778		2757	3353	2
Senior Stenographer	CD80	1257	A	2510	3052	2
			S	2511	3054	2
Senior Stenographer, Legal	CE55	3223	A	2419	2941	2
			B	2704	3285	2

Classification	Schematic	Class	A/R	Current Salary Minimum	Current Salary Maximum	WWG
			C	2941	3241	2
			D	3285	3623	2
Senior Telephone Operator	CQ85	1638		2465	2998	2
Senior Word Processing Technician	CC80	1213	A	2562	3114	2
			S	2565	3115	2
Service Assistant (DMV Operations)	CZ25	1844		2130	2588	2
Service Assistant (Duplicating)	CL58	1484		1953	2371	2
Service Assistant (Key Data Operations)	CK60	1465		1848	1988	2
Service Assistant (Social Services)	CL57	1461		1885	2103	2
Service Assistant (Toll Collection)	CS60	1709		2030	2465	2
Service Assistant -Warehouse And Stores-	CN70	1510		2010	2442	2
Statistical Clerk	CX10	1806		2465	2998	2
Stenographer	CD85	1262	A	2092	2540	2
			B	2249	2732	2
Stock Clerk	CN60	1509		2261	2749	2
Support Services Assistant (General)	CM70	1432	A	1938	2354	2
			B	2069	2512	2
Tax Program Assistant	CA57	1474	A	1730	2103	2
			B	1938	2354	2
			C	2130	2588	2
Tax Program Technician I, Franchise Tax Board	CX92	9587		2465	2998	2
Tax Program Technician II, Franchise Tax Board	CX93	9588		2757	3353	2

Classification	Schematic	Class	A/R	Current Salary Minimum	Current Salary Maximum	WWG
Tax Technician I, Board Of Equalization	CX85	1973	A	2130	2588	2
			B	2289	2780	2
Tax Technician II, Board Of Equalization	CX86	1974		2465	2998	2
Tax Technician III, Board Of Equalization	CX87	1975		2757	3353	2
Technical Assistant I, Political Practices Commission	CX40	1803		2465	2998	2
Technical Assistant II, Political Practices Commission	CX41	1804		2757	3353	2
Telephone Operator	CR25	1635		2130	2588	2
Telephone Operator Switchboard For The Blind	CR30	1636		2130	2588	2
Teletypewriter Operator	CQ40	1651		2289	2780	2
Toll Collector	CS50	1707		2528	3070	2
Treasury Teller	CT10	1714		2649	3221	2
Word Processing Technician	CC85	1181	A	2172	2641	2
			B	2289	2780	2

SIGNATURE PAGE

Signature Page

Bargaining Unit 4
Office and Allied
Memorandum of Understanding
July 3, 2003 through June 30, 2005

State of California
Honorable Gray Davis, Governor

Kathryn Cervantes Peterson
Chief Negotiator
Department of Personnel Administration

Lisa Torres, Notetaker
Employment Development Department

Nathaniel Allen
Department of Corrections

Bruce Arbuckle
Department of Motor Vehicles

Jeannette Williams Gipson
Franchise Tax Board

Hortencia Morales
Board of Equalization

Margie Nagae
Department of Social Services

Kristine Rodrigues
Department of Justice

Debra Shriver
Department of Transportation

Tamara A. Torrey
State Compensation Insurance Fund

California State Employees Association
Local 1000, SEIU, AFL/CIO, CLC

James Rivera
Chief Negotiator
California State Employees Association

Yvonne Walker, Chair
Department of Justice

Sheila Brewer
State Teachers' Retirement System

Robert Kersch
Department of Corrections – Soledad

Francisca Pass
Department of Development Services

Sean McWhiter
Department of Motor Vehicles

Dahlia Villanueva
California Highway Patrol