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Agreement between the California State Employees Association (CSEA), Bargaining Unit 1 Professional, Administrative, Financial, and Staff Services and the State of California, 1999-2001

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IDnum 105 **Language** English **Country** United States **State** CA

Union CSEA (California State Employees Association)

Local Local 1000

Occupations Represented
Bookkeeping, accounting, and auditing clerks
Multiple occupations represented

Bargaining Agency State of California

Agency industrial classification (NAICS):

92 (Public Administration)

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Contact

Full text contract begins on following page.



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

BARGAINING UNIT 1
PROFESSIONAL, ADMINISTRATIVE, FINANCIAL,
AND STAFF SERVICES

Effective
07/01/99 through **07/02/01**

**CALIFORNIA STATE EMPLOYEES ASSOCIATION
 BARGAINING UNIT 1
 PROFESSIONAL, ADMINISTRATIVE, FINANCIAL, AND STAFF SERVICES**

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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.

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 1 - RECOGNITION

A. Pursuant to Public Employment Relations Board (PERB) Decision S-SR-1, the State recognizes CSEA (Civil Service Division), Local 1000, SEIU, as the exclusive representative for the Professional, Administrative, Financial, and Staff Services, hereinafter referred to as Unit 1. Unit 1 consists of all employees in the job classifications listed by title in Appendix "A" attached hereto and incorporated by reference as a part of this Contract.

B. Pursuant to Government Code Sections 19815.4 and 3517, CSEA, Local 1000, 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 noncriminal investigation;
3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board (PERB);
4. Matters scheduled for hearing by the Board of Control;
5. Matters pending before the State Personnel Board;
6. AWOLs and appeals to set aside resignations;
7. Discussions with management regarding denials of reasonable accommodation;
8. The Department of Personnel Administration statutory appeal hearings.

B. A written list of Union stewards, and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.

C. Area of Representation – A union steward's "area of primary representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to Step 3 of the Grievance Procedure (Section 6.9)

2.2 Access

A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to Section 2.1 A. above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.

B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

2.3 Use of State Equipment

A. Union stewards shall be permitted reasonable use of State phones to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.

B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in Section 2.1, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.

C. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

2.4 Distribution of Union Information

A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.

C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other nonbusiness 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 nonbusiness purposes.

F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

2.5 Use of State Facilities

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

2.6 Steward Time Off

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

2.7 Employee Time Off

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

2.8 Union Steward Protection

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

2.9 Union Information Packets

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

2.10 Orientation

A. During any regularly scheduled orientation session for new employees, a Union staff member or designee shall be given the opportunity to meet with bargaining unit employees for fifteen (15) minutes for orientation of the employees to the Contract and the Union.

B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a union representative for fifteen (15) minutes during normal working hours for orientation to the Contract and the Union.

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 agreement 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 of the State Controller's Office within thirty (30) calendar days prior to the expiration of this Contract.

3.2 Release of Home Addresses: Non Law Enforcement Employees

A. Home Addresses - Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.

2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

B. Home Address Withholding

Effective one-month following ratification of this Contract by both parties, 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 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 employees.

F. Address Confidentiality

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

G. Costs Reimbursable

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

H. Hold Harmless and Indemnification

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

I. Nature of Material

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

ARTICLE 4 – STATE’S RIGHTS

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

B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.

C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State Civil Service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

ARTICLE 5 – GENERAL PROVISIONS

5.1 No Strike

A. During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

B. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

5.2 No Lockout

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

5.3 Individual Agreements Prohibited

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

5.4 Savings Clause

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

5.5 Reprisals

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

5.6 Supersession

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

A. Government Code Sections

1 General

- 19824 Establishes monthly pay periods.
- 19838 Overpayments to employees.
- 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)
- 3 Vacations
- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
 - 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
 - 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.
- 4 Sick Leave
- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
 - 19863 Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.
 - 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
 - 19864 Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
 - 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.
- 5 Uniforms, Work Clothes, and Safety Equipment
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
 - 19850.5 Provides for initial issuance of required safety equipment at State expense.
- 6 Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay."
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or 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.
- 7 Non-Industrial Disability Insurance (NDI)
 - 19878 Definitions.
 - 19879 Sets the amount of benefits and duration of payment.
 - 19880 Sets standards and procedures.
 - 19880.1 Allows employee option to exhaust vacation prior to NDI.
 - 19881 Bans NDI coverage if employee is receiving unemployment compensation.

- 19882 Bans NDI coverage if employee is receiving other 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.
- 8 Life Insurance
- 20750.11 Provides for employer contributions.
 - 21400 Establishes group term life insurance benefits.
 - 21404 Provides for Death Benefit from PERS.
 - 21405 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
- 9 Health Insurance
- 22816 Provides for continuation of health plan coverage during leave of absence without pay.
 - 22825 Provides for employee and employer contribution.
 - 22825.1 Sets employer contribution.
- 10 Workweek
- 19851 Sets 40-hour workweek and eight-hour day.
- 11 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.
- 12 Deferred Compensation
 - 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
- 13 Relocation Expenses
 - 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 14 Travel Expenses
 - 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
 - 19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.
- 15 Unpaid Leaves of Absence
 - 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
 - 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.
 - 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.
- 16 Performance Reports
 - 19992.2 Requires the appointing power to prepare performance reports and

show them to the employee.

- 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.

17 Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

18 Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon 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.

19 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.

20 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, political affiliation, or physical or mental disability as defined in the Americans with Disabilities Act.

B. Allegations of discrimination shall not be subject to the grievance and arbitration procedure, but 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.

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. Allegations of sexual harassment shall not be subject to the grievance and arbitration procedure, but 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.

5.9 Joint Labor Management/Committee on Discrimination

The parties agree to establish a joint labor/management committee on discrimination in State service. The committee shall review issues including the relationship of discrimination to adverse actions, departmental equal employment opportunity programs and current processes that deal with discrimination complaints. The types of discrimination include race, color, religion, creed, age, sex, national origin, ancestry, marital status, physical or mental disability, sexual orientation, or political affiliation.

The committee shall assess available data that identifies and measures discrimination in the workplace. The committee may recommend to the State Personnel Board the collection of data relevant to the committee's charge. The committee may call upon experts in the field to help the committee analyze the extent of discrimination in the workplace.

1. The committee shall begin meeting within 90 days after ratification of this Contract.
2. The committee will consist of an equal number of Union and State representatives. Unit 1 shall have one representative. Other bargaining units may have one union/employee representative each. 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 loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

3. The committee will conduct a study and prepare, within twelve (12) months or no later than December 2000 a report to the State Personnel Board with recommendations on addressing discrimination. The State agrees to provide Administrative Services and Resources to support the committee's charge and stated time lines.
4. The above report shall serve as a basis for the Union and the State to discuss methods and programs to free the workplace from discrimination, as defined above, in keeping with a diverse workforce.

5.10 Labor/Management Committees

The purpose of labor/management committees is to improve quality and efficiency in the work processes through frank and open discussion of those concerns and problems that impede the workflow. Upon request of the Union and with the concurrence of the department head or designee, a labor/management committee may be established by mutual agreement 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 and Union representatives.
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.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

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:

1. Twenty-one (21) calendar days after employee can reasonably be expected to have known of the event occasioning the grievance, or
2. Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.

B. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in Item 1. above.

C. If the first level of appeal is the employee's immediate supervisor, the grievant may bypass Step 1.

D. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.

E. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.

F. 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 a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.

B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

C. 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.

6.9 Formal Grievance - Step 3

A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to the CSEA, Local 1000, SEIU, 1108 "O" Street, Sacramento, CA 95814.

6.10 Formal Grievance - Step 4

A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the Department of Personnel Administration or designee.

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.

6.11 Response

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

6.12 Formal Grievance - Step 5

A. If the grievance is not resolved at Step 4, within thirty (30) calendar days after receipt of the fourth level response, the Union shall have the right to submit the grievance to arbitration.

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 fourth-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.

6.13 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 twenty-four (24) hours after receipt of the decision to a designated supervisor or manager identified by each department 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.
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 twenty-four (24) hours after receipt of the decision to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.
 - b. The person designated by the department head as the third level of appeal 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 6.12 B. of this Article unless otherwise provided.

6.14 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. All full-time employees, shall be entitled to such holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, 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.

C. Every full-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-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. Employees shall not be allowed to carry over or cash out more than two (2) personal holidays in any fiscal year.

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 November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.

G. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall, regardless of whether they work on the holiday, only accrue an additional eight (8) hours of personal holiday credit per fiscal year per said holiday.

H. When a holiday other than a personal holiday falls on Sunday, full-time employees shall be entitled to the Monday following as a holiday with pay.

I. 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.

J. When a permanent full-time employee who works a minimum of forty (40) hours in a week in which a holiday occurs and is required to work on the holiday, such employee shall receive one and one-half (1-½) compensation for all hours worked on the holiday plus, either eight (8) hours of holiday credit or cash compensation. The method of compensation shall be at the State's discretion.

K. Less than full-time employees in workweek Group 2 who are required to work on a holiday shall be entitled to compensation as follows: a pro-rated amount of holiday pay, and time and one-half compensation for all hours worked (cash or time off at the department's discretion).

L. Less than full-time employees shall receive 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	15	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

M. 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.

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 Article 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 Article 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, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to five (5) 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 Section 7 L.

2. Multiple positions under this rule:

a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;

b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.

D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

E. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:

1. The employee has a demonstrable pattern of sick leave abuse; or
2. The supervisor believes the absence was for an unauthorized reason.

F. Sick leave may be accumulated without limit.

G. Sick leave may be requested and taken in fifteen (15) minute increments.

H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.

I. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

8.3 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, child, grandchild, grandparent, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

B. A department head or designee shall authorize annual leave, vacation, personal holiday, holiday credit, CTO, or PLP for a permanent full-time or probationary full-time State employee due to the death of his/her mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law. Such leave shall be authorized for up to three regular workdays (24 hours) per 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 sick leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.

D. Employees may utilize their vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A. or time required due to the death of other relatives not listed in A. above. Sick leave may be utilized for Bereavement Leave in accordance with the provision of sick leave in Section 8.2.

E. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base. [See chart in Section 7 L in this Contract.]

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, 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 newborn child. The employee shall provide medical substantiation to support his 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. 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;
3. 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;
4. 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;
5. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date;
6. Employees on a Union leave shall suffer no loss of compensation or benefits;
7. Whether or not time for a Union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable;
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 Catastrophic Leave

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, under the following conditions:

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse, or child, parent, or spouse's parent;
- C. The receiving employee has exhausted all leave credits;
- 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 the Bargaining Unit 3 Contract Section 22.4, Personal Days - Special Schools, except that such transferred days shall be credited as personal days;
- E. Personal holiday must be transferred in one-day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
- F. 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;

G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;

H. Donations shall be made on a form to be supplied by the State, signed by 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 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 22.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days.

E. Personal holiday must be transferred in one (1) day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base).

F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.

G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.

H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor.

I. This section is not subject to the Grievance and Arbitration Article of this Contract.

8.10 Release Time for State Civil Service Examinations

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

B. Authorized release time for reasonable travel time to and from the examination site may be granted by the department.

8.11 Release Time for State Personnel Board Hearings

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

8.12 Leave Credits Upon Transfer in State Service

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

8.13 Court Appearance and/or Subpoenas

A. Whenever an employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.

B. This action shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular pay.

8.14 Jury Duty

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. Upon receiving notice of jury duty an employee shall immediately provide a copy of the notice to his/her supervisor.

B. If payment is made for such time off, the employee is required to remit to the State jury fees received. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees. For the purposes of this section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.

C. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the following:

1. The department already maintains an appropriate work shift that utilizes the employee's classification; and
2. The operational needs of the department permit such reassignment.

D. An employee shall be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs B. and C. apply.

E. For the purpose of this section, an employee summoned to jury duty may be required to adjust their work shift to an eight (8) hour schedule.

F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

8.15 Personal Leave Program

A. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use Personal Leave credits.

B. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash-out or lump-sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued Personal Leave.

C. If any dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 4 (Department of Personnel Administration) of the grievance procedure shall be final and not subject to the arbitration clause of this agreement.

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, or parent who has a serious health condition, and/or for the birth or adoption of a child.

B. For the purposes of providing the FMLA benefits the following definitions shall apply:

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;
4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Section 8.8 of this Contract.
 - a. FMLA absences due to illness and/or injury of the employee or eligible family member, may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with Section 8.8 and 8.2 of this Contract.
 - b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by Section 8.8 of this Contract.

c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

C. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per defined 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.

D. 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.

E. FMLA leave shall be recorded in accordance with the 12-month "rolling backward" year. A "rolling" 12-month period is measured backward from the date the employee uses any FMLA leave. 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 preceding twelve (12) months.

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 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 Unit 1 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/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/she must have used two (2) verified hours of his/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/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 full-time appointment;
2. Have successfully completed the probationary period for their current position; and
3. Have committed to mentor a child or youth through a bona fide mentoring organization 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. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 of this Contract.

ARTICLE 9 - HEALTH AND WELFARE

9.1 Health Benefit Plans

A. Health Program Description

1. Contribution Amounts

a. From July 1, 1999 to December 31, 1999, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.

(1) The State shall pay \$174 per month for coverage on an eligible employee.

(2) The State shall pay \$332 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$432 per month for coverage of an employee plus two or more dependents.

b. From January 1, 2000 to June 30, 2001, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.

(1) The State shall pay \$174 per month for coverage on an eligible employee.

(2) The State shall pay \$346 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$452 per month for coverage of an employee plus two or more dependents.

c. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases. One method to control premiums would be to incorporate higher co-payments into the health plans as soon as possible. Any premium savings that result from these co-payment changes will be used to offset employee out-of-pocket premium costs.

B. Health Benefits Eligibility

1. Employee Eligibility

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

b. Permanent Intermittent 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 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.

2. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act.

3. Technical Clean Up To Health Benefit Vesting Language

The Union agrees to support legislation to amend Section 22825.3 to read as follows:

a. 22825.3 Notwithstanding Sections 22825, 22825.1, and 22825.2 State employees who become State members of the Public Employees' Retirement System after January 1, 1989, and who are included in the definition of State employee in subdivision c. of Section 3513 shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Section 22825.1, unless these employees are credited with 10 years of State service as defined by this section, at the time of retirement.

b. Notwithstanding Sections 22825, 22825.1 and 22825.2, a State employee who became a State member of the Public Employees' Retirement System after January 1, 1990, and is either (1) excluded from the definition of State employee in subdivision c. of Section 3513; or (2) a non-elected officer or employee of the executive branch of government who is not a member of the civil service, shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Section 22825.1, unless the employee is credited with 10 years of State service as defined by this section, at the time of retirement.

c. The percentage of employer contribution payable for post-retirement health benefits for an employee subject to this section shall be based on the member's completed years of State service at retirement as shown in the following table:

CREDITED YEARS SERVICE	PERCENTAGE OF EMPLOYER CONTRIBUTION
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

- d. This section shall only apply to state employees who retire from service.
- e. Benefits provided to an employee subject to this shall be applicable to all future State service.
- f. For purposes of this section, "State service" shall mean service rendered as an employee or an appointed or elected officer of the State for compensation. In those cases where the State assumes or has assumed from a public agency a function and the related personnel, service rendered by that personnel for compensation as employees or appointed or elected officers of that local public agency shall not be credited, at retirement, as State service for the purposes of this section, unless the former employer has paid or agreed to pay the State agency the amount actuarially determined to equal the cost for any employee health benefits which were vested at the time that the function and the related personnel were assumed by the State. For non-contracting local public agencies the State department shall certify the completed years of local agency service to be credited to the employee to the Public Employees' Retirement System at the time of separation for retirement.
- g. Whenever the State contracts to assume a local public agency function, completed years of service rendered by the personnel for compensation as employees or appointed or elected officers of the local public agency shall be credited as State service only upon a finding by the Department of Finance that the contract contains a benefit factor sufficient to reimburse the State for the amount necessary to fully compensate the State for post-retirement health benefit costs for those personnel.
- h. This section shall not apply to employees of the California State University or the Legislature.

9.2 Dental Benefit Plans

A. Contribution Amounts

1. From July 1, 1999 to July 31, 1999, the State agrees to pay the following contribution 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 \$23.97 per month for coverage of an eligible employee.
 - b. The State shall pay \$43.41 per month for coverage of an eligible employee plus one dependent.
 - c. The State shall pay \$63.54 per month for coverage of an eligible employee plus two dependents.

2. From August 1, 1999 to June 30, 2001, 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 \$30.70 per month for coverage of an eligible employee.
 - b. The State shall pay \$55.60 per month for coverage of an eligible employee plus one dependent.
 - c. The State shall pay \$81.38 per month for coverage of an eligible employee plus two or more dependents.
3. 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 of the total premium.
4. The State agrees that \$296,845.78 of the money remaining in the Delta Dental Surplus Account shall be applied to the employees' share of any rate increases incurred in the dental indemnity program during the plan year ending December 31, 1999. If no rate increase occurs, then said amount shall be applied to the employees' share of any dental benefit rate increase occurring during the plan year ending December 31, 2000. The Union agrees that this is a full and final settlement and release of all known and all unknown disputes, claims, injuries, debts, or damages relating to Delta Dental premiums deducted under the terms of the 1992-1995 collective bargaining agreement.

B. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Section 9.1 B 1.

C. Family Member Eligibility

Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Section 9.1 B.2.

D. Coverage During First 24 Months of Employment

Employees appointed into State service on or after January 1, 1993, and who meet the above eligibility criteria, will not be eligible for enrollment in the State sponsored fee-for-service plan until they have completed twenty-four (24) consecutive months of employment without a permanent break in service. 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 fee-for-service 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 will be the same as that prescribed for health benefits under Section 9.1 B.1.

C. Family Member Eligibility

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Section 9.1 B. 2.

9.4 Rural Subsidy Program

Effective January 1, 2000, the State shall establish a rural subsidy program for Bargaining Unit 1 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 members.

A. The program shall operate in the following fashion:

1. The State shall contribute \$1,500 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.
 - a. For Bargaining Unit 1 members, because a substantial number of them are seasonal employees, payments shall be on a monthly basis.
 - b. 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.
2. 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 midfiscal year).
3. The money shall be available for use as defined in Government Code Section 22825.01.
4. A Rural Healthcare Equity Trust Fund(s) (hereafter Fund) will be established with a separate account for Bargaining Unit 1 members, as one of several similar accounts.

5. Each Unit 1 employee shall be able to utilize up to \$1,500 per year, pursuant to said bill, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 2. is applicable here.
6. If an employee does not utilize the complete \$1,500 pursuant to the procedures and limitations described in Government Code 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 health care expenses in excess of the \$1,500, but again according to the procedures and limitations in the attached bill. 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 \$1,500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
 - a. Any employee not in Bargaining Unit 1 all year shall receive credit under this paragraph 6. utilizing the same pro rata formula as in paragraph 2. above.
 - b. If an employee is entitled to less than \$25 under this paragraph 6., the money shall instead go into next year's fund pursuant to paragraph 6. hereafter.
7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1,500 as provided in the bill 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 bill exceed \$1,500 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 the bill and monies still remained in the pool.
8. Beyond the text of Government Code Section 22825.01, the parties will structure and administer the fund accordance with all applicable IRS and other regulatory statutes and rules.
9. Interest earned from the fund(s), shall be used to offset administrative costs.
10. Notwithstanding the above, if the IRS shall determine that the above benefit violates its statutes or rules (e.g., the payments by the State employer are taxable), then the above provisions shall be of no further force and effect. The parties will negotiate under the Dills Act for a replacement benefit, which shall be "cost neutral" to the employer.

9.5 Employee Assistance Program

A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.

B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this section. Employees who are referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, nicotine, drug, or mental health treatment, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of all Employee Assistance Program Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.

C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.

D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

9.6 Pre-Tax of Health and Dental Premiums Costs

Employees who are enrolled in any health and/or dental plan, which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and social security taxes are deducted. Employees, who choose not to have their out-of-pocket costs pretaxed, must make an election not to participate in this benefit.

9.7 Pre-Retirement Death Continuation of Benefits

A. The Union agrees to support legislation that would add Government Code Section 19849.15.

1. 19849.15 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, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

9.8 Joint Union/Management Benefits Advisory Committee

A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.

B. The committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the Department of Personnel Administration. The committee shall be co-chaired by a labor and management member.

C. Union members on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

D. The Department of Personnel Administration will provide necessary staff to support the committee.

9.9 Presumptive Illness

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

9.10 Employee Injury on the Job

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

9.11 Employee Injury or Disability

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

9.12 Non-Industrial Disability Insurance

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60 percent (60%) of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.
- C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital or surgical unit or licensed surgical clinic. Procedure rooms and doctor's offices are not included.
- D. If the employee elects to use vacation, annual leave, personal leave, or sick leave credits prior to receiving NDI payments, he/she is not required to exhaust the accrued leave balance.

E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.

F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100 percent (100%) of their regular "full pay." This does not qualify the employee for a new disability period under B. of this section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/her position.

G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.

H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

I. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.

J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.

K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights, which are not related to the denial of an individual's benefits.

9.13 Enhanced Industrial Disability Leave (EIDL)

A. An employee working in the Department of Corrections or in the Department of the Youth Authority who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee.

B. An employee working in the Departments of Developmental Services, Mental Health, or Veterans Affairs 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, 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.

9.14 FlexElect Program

A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by the Department of Personnel Administration. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.

B. Employees who meet the eligibility criteria stated in subsection A. above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the FlexElect Program.

C. The State shall continue its current practice on a cash option in the FlexElect Program.

D. Permanent Intermittent employees are eligible to participate in the FlexElect Program as described in Article 18 of this Contract.

9.15 Long-Term Care Insurance Plan

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

9.16 Temporary Disabled Employees

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

9.17 Industrial Disability Leave

- A. For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.
- B. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- C. The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

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

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

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

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

9.18 Group Legal Service Plan

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

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 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 Step 4 (Department of Personnel Administration) of the grievance procedure 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 Step 4 (Department of Personnel Administration) of the grievance procedure 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. The departments having twenty-four (24)-hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.
- B. Any institution currently providing such personal alarm devices will continue to do so.

10.13 Referral of Assault/Battery

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

10.14 Computer Work Stations

- A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union/Management Video Display Terminal Committee Report.
- B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.
- C. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:

1. Glare screens;
2. Document holders;
3. Adjustable chairs;
4. Adjustable keyboards, computer tables and supports;
5. Foot and wrist rests.

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 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 revisions or additions to the State's ergonomic guidelines for computer equipment.

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 24-hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Services, Industrial Relations, Developmental Services, Mental Health, Rehabilitation, and the California Environmental Protection Agency whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known, the State shall notify potentially exposed employees at the work site.

D. Infectious Disease Control Training shall include, but not be limited, to blood borne and air borne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Center for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

10.19 Precautions Against Exposure to the HIV Virus and Hepatitis B

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 contagious/infectious disease. Examples of guidelines the departments may use are the Joint Advisory Notice issued by the Department of Labor, Department of Human Services, and guidelines issued by the Center for Disease Control.

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 HIV. 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 approved training plan relative to HIV.

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 Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.

E. CDC, CYA, DMH, DVA, and DDS may offer Hepatitis B vaccinations to all employees who have contact with inmates, wards, clients, or patients.

10.20 Remodeling/Renovations and Repairs

A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated, will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.

B. Except in emergency situations, the State shall give not less than twenty-four (24) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.

C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.

D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000:

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

E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to Section 10.20 (Remodeling/ Renovations and Repairs).

10.21 Pest Control

A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least twenty-four (24) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.

B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.

C. Normally, the chemical application will take place during hours when the building is closed for business.

D. For leased building not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000:

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

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

ARTICLE 11 - SALARIES

11.1 Salaries

A. Effective July 1, 1999, all Unit 1 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

B. Effective September 1, 2000, all Unit 1 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

11.2 Salary Definitions

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

1. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class;
2. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., $\$2,300 \times 1.05 = \$2,415$). One-step lower is calculated by dividing the rate by 1.05 (e.g., $\$2,415 \div 1.05 = \$2,300$);
3. "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;
4. "Range differential" is the difference between the maximum rate of two salary ranges;
5. "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;
6. "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;

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

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

11.3 Timely Payment of Wages

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

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

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

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

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

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

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

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

11.4 Merit Salary Adjustments (MSA)

A. Employees shall receive annual merit salary adjustments (MSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.

B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the merit salary adjustment.

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

11.5 Night Shift Differential

A. Unit 1 employees who regularly work shifts shall receive a night shift differential as set forth below:

1. Employees shall qualify for the first night shift pay differential of \$.40 cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 6 p.m. and 12 midnight.
2. Employees shall qualify for the second night shift pay differential of \$.50 cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 12 midnight and 6 a.m.

B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

11.6 Bilingual Differential Pay

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

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - a. A direct public contact position;
 - b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;
 - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of \$100 per pay period including holidays.
2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$.58 cents per hour.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

F. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.

G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.

H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.

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.

11.7 Sustained Superior Accomplishment Awards

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

11.8 Union/Management Committee on State Payroll System

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

The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee. The Union may have one representative each from Bargaining Units 1, 3, 4, and 11 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, and Chuckawalla Valley Prisons

- A. Effective July 1, 1998, employees who are employed at Avenal, Ironwood, Calipatria, or Chuckawalla Valley 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, or Chuckawalla Valley 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, or Chuckawalla Valley 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 a 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 Institutional Worker Supervision Pay Differential

A. Effective July 1, 1992, Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall, subject to the approval of the DPA, receive a pay differential of \$325 per qualifying pay period.

This differential shall be called Institutional Worker Supervision Pay (IWSP).

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

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

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

E. Alt-Range 40 compensation shall be discontinued one day prior to the implementation date of the IWSP as described in paragraph A. above.

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

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

11.13 Out-of-State Pay Differential

A. Employees who are headquartered out of State or who are on permanent assignment to travel at least 50 percent of the time out of State shall continue to receive an out-of-State pay differential of \$346 per month.

B. Less than full-time employees shall receive the out-of-State pay differential on a pro-rata basis based upon their reduced time base.

11.14 Special Adjustments

Special Adjustment - Claims Specialists

The following classes shall receive an additional ten percent (10%) special salary adjustment. The new minimum and maximum salary rates shall be calculated by multiplying each rate by 1.10 respectively and rounding to the nearest dollar. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. All employees in the class shall be entitled to the ten percent (10%) increase. The increase shall be calculated by multiplying the employee's salary rate by 1.10 and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS CODE	CLASSIFICATION TITLE
9255	Senior Claims Specialist, Victims of Crime Program
9247	Claims Specialist, Victims of Crime Program

Special Adjustment – Information Technology

The following classes shall receive an additional 4.79% special salary adjustment. The new minimum and maximum salary rates shall be calculated by multiplying each rate by 1.0479 respectively and rounding to the nearest dollar. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. All employees in the class shall be entitled to the 4.79% increase. The increase shall be calculated by multiplying the employee's salary rate by 1.0479 and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS CODE	CLASSIFICATION TITLE
1312	Staff Information Systems Analyst (Specialist)
1581	Staff Programmer Analyst (Specialist)
1361	Staff EDP Acquisition Specialist

The following classes shall receive an additional 4.95% special salary adjustment. The new minimum and maximum salary rates shall be calculated by multiplying each rate by 1.0495 respectively and rounding to the nearest dollar. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. All employees in the class shall be entitled to the 4.95% increase. The increase shall be calculated by multiplying the employee's salary rate by 1.0495 and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS CODE	CLASSIFICATION TITLE
1337	Senior Information Systems Analyst (Specialist)
1583	Senior Programmer Analyst (Specialist)
1368	Senior EDP Acquisition Specialist (Technical)

Special Adjustment – Programmers

The following classes shall receive an additional five percent (5%) special salary adjustment. The new minimum and maximum salary rates shall be calculated by multiplying each rate by 1.05 respectively and rounding to the nearest dollar. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. All employees in the class shall be entitled to the five percent (5%) increase. The increase shall be calculated by multiplying the employee's salary rate by 1.05 and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS CODE	CLASSIFICATION TITLE
1382	Programmer I
1383	Programmer II

Special Adjustment – Miscellaneous Classifications

The following classes shall receive the special salary adjustment indicated. The new minimum and maximum salary rates shall be rounded to the nearest dollar. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. All employees in the class shall be entitled to the increase indicated, rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS CODE	CLASSIFICATION TITLE	INCREASE
4696	Associate Land Agent	5%
4997	Assistant Land Agent	5%
4998	Sr. Land Agent (Specialist)	2.5%
0471	Pesticide Use Spec. (Rg. A)	2.4%
0472	Pesticide Use Spec. (Rg. B)	7.2%
0473	Sr. Pesticide Use Specialist	17.8%
0474	Program Spec, Pest Mgmt	7.2%
5461	Senior Pension Actuary	11.0%
1820	Legal Assistant	5.0%
5237	Legal Analyst	5.0%
5333	Senior Legal Analyst	5.0%
4364	Program Specialist I, FTB	5.0%
4365	Program Specialist II, FTB	5.0%
4366	Program Specialist III, FTB	5.0%
2800	State Historian II	5.0%
9194	Empl. Prog. Rep., Range C	5.0%
9233	Dis. Ins. Prog. Rep., Range C	5.0%
9152	Empl. Prog. Counselor, Range B	5.0%
9326	Senior Workers Compensation Claims Adjuster	5.0%

9328	Senior Workers Compensation Insurance Representative	5.0%
9323	Workers Compensation Payroll Auditor, Range B	5.0%
9325	Workers Compensation Claims Adjuster, Range C	5.0%
9327	Workers Compensation Insurance Representative, Range C	5.0%
9324	Senior Workers Compensation Payroll Auditor	10.27%
4367	Public Land Management Specialist I	5.0%
4368	Public Land Management Specialist II	5.0%
4369	Public Land Management Specialist III	5.0%
4370	Public Land Management Specialist IV	2.5%

Special Adjustment – Personnel and Payroll Specialists

The following classes shall receive an additional five (5) percent special salary adjustment. The new minimum and maximum salary rates shall be calculated by multiplying each rate by 1.05 respectively and rounding to the nearest dollar. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. All employees in the class shall be entitled to the five (5) percent increase. The increase shall be calculated by multiplying the employee's salary rate by 1.05 and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS CODE	CLASSIFICATION TITLE
1303	Personnel Services Specialist I
1743	Personnel Services Specialist II
1311	Payroll Services Specialist I
1313	Payroll Services Specialist II

11.15 Top Step Rounding

Top Step Rounding: Classes shall be adjusted to reflect 5 percent increments between the minimum and maximum salary rates. Each 5 percent shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate 5 percent for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount. To provide the needed time to calculate the new maximum salary rates, top step rounding shall be effective the first of the pay period following 90 days from the date of ratification of this Contract.

11.16 Skill Retention Differential - Information Technology (IT)

Employees in IT classifications who are assigned to a mission critical IT function may be provided a skills retention differential when meeting the following criteria:

Level One	10% per month	Verification of completion of required department specified IT training courses and demonstrated successful application of learned competency (example: Data Development and Administration, System Administration, Network Administration, etc.)
Level Two	15% per month	Verification of completion of advanced department specified IT training courses and demonstrated successful application of learned competency (example: Database Development and Administration, System Administration, Network Administration, etc.)
Level Three	20% per month	Possession of specific product professional credential. Verification of professional certification (example: Oracle Database Development and Administration, Microsoft Certified Systems Engineer).

11.17 Information Technology Allocations

By October 1, 1999, the DPA shall implement new position allocations standards that recognize the increased complexity and responsibility of duties currently assigned to associate level information Technology positions. The State anticipates that up to 1,000 positions in the following classifications may be affected by upgrades as a result of the new standards.

CLASS CODE	CLASSIFICATION TITLE
1579	Associate Programmer Analyst (Specialist)
1585	Associate Systems Software Specialist (Technical)
1470	Associate Information Systems Analyst (Specialist)

11.18 Bay Area Recruitment and Retention Pay Differential

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

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

Eligible Counties

- Alameda
- San Francisco
- San Mateo
- Santa Clara

Eligible Classifications

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

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

11.19 Arduous Duty Differential for 4C Employees

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

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

1. Nonnegotiable Deadline or Extreme Urgency

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

2. Work Exceeds Normal Work Hours and Normal Productivity

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

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

3. Work is Unavoidable

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

4. Work Involves Extremely Heavy Workload

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

5. No Other Compensation

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

Department decisions not to submit arduous pay requests to the Department of Personnel Administration, and DPA decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this agreement.

11.20 Classification Studies

A. The Department of Personnel Administration and the Department of Motor Vehicles shall conduct a classification study of the classes listed, below, to determine if the duties currently being performed are appropriate for the class or another classification.

CODE	TITLE
8727	Driver Safety Officer
8729	Principal, Driver Safety Officer

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

B. The Department of Personnel Administration and the Department of Health Services shall conduct a classification study of the classes listed, below, to determine if the duties currently being performing are appropriate for the class or for another classification.

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

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

C. The Department of Personnel Administration, Department of Justice, Department of Food and Agriculture, and the Department of Alcoholic Beverage Control shall conduct a classification study of the classes listed, below, to determine if the duties currently being performed are appropriate for the class or for another classification.

CODE	TITLE
4286	Investigative Auditor, Alcoholic Beverage Control
9070	Investigative Auditor II, Department of Food and Agriculture
4203	Investigative Auditor II, Department of Justice
9071	Investigative Auditor III, Department of Food and Agriculture
4215	Investigative Auditor III, Department of Justice
4224	Investigative Auditor IV (Specialist), Department of Justice

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

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

CODE	TITLE
5157	Staff Services Analyst (General)
5393	Associate Governmental Program Analyst

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

The order by which the studies occur is as follows: (1) Staff Services Analyst (General) and Associate Governmental Program Analyst; (2) Investigative Auditor classes as specified in the Union Proposal; (3) Genetic Disease Specialist, I, II, III; and (4) Driver Safety Officer and Principal, Driver Safety Officer.

11.21 California State Lottery Sales Incentive Bonus

The provisions of this Section become effective the first day of the first complete quarter following the ratification of the Contract by both parties.

The California State Lottery (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.

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

The following provisions shall govern the program:

A. Prior to the beginning of each new quarter of the fiscal year, the CSL Director or designee shall announce a statewide sales goal for each of the three product lines identified above. Individual achievement of quarterly sales goal for each territory or account list is measured against the established quarterly CSL statewide sales goal for each of the three product lines. The sales bonus for eligible employees is based on sales achievement in each of the three product lines. Scratcher product sales are defined as only those ticket packs that have been financially settled by retailers.

B. The CSL Sales Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales.

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

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

C. Each product line is allocated a percentage of the total award dollar with each level as follows: Scratchers product 70 percent, Target Game product 20 percent, and On-Line product 10 percent. Upon completion of each quarter and a qualifying period, if a territory or account list achieves at least a Level 1 sales goal in any product line, the employee receives the appropriate percentage of the total award attributable to that product for the level achieved. With a qualifying period, the employee is eligible to attain an award for each of the three product lines.

D. "Target Game" is that game identified and designated by the Director (CSL) or designee to receive special promotional emphasis. Target Game sales shall be excluded from the goal and achievement of other product lines.

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

E. If the CSL deems it necessary to adjust one or more of the bonus level percentages, it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.

F. It is the expectation of the CSL that of employees who achieve bonus, the distribution of levels earned (commonly referred to as the bell curve) will match the following:

Level 1	16%
Level 2	34%
Level 3	34%
Level 4	16%

The parties understand that the actual distribution of employees receiving bonuses as stated above may vary for each quarter and may not exactly match or approximate the percentages described above.

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

BONUS LEVEL % OF SALES GOAL ACHIEVED	LEVEL 1 102%	LEVEL 2 105%	LEVEL 3 108%	LEVEL 4 112%
District Sales Representative (DSR) Maximum Bonus Award	\$1,100	\$1,600	\$2,100	\$3,200
(70%) Scratcher Product	\$ 770	\$1,120	\$1,470	\$2,240
(20%) Target Game	220	320	420	640
(10%) On-Line Product	110	160	210	320
Key Account Specialist (KAS) Maximum Bonus Award	\$1,600	\$2,100	\$2,850	\$3,950
(70%) Scratcher Product	\$1,120	\$1,470	\$1,995	\$2,765
(20%) Target Game	320	420	570	790
(10%) On-Line Product	160	210	285	395

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

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

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

Example: A qualifying period in a quarter with no holidays equals 338 actual available work hours; a qualifying period in a quarter with one holiday equals 332.8 actual available work hours.

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

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

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

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

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

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

Example: A three-fourths time DSR who works a qualifying period and who achieves Level 2 Scratcher bonus receives three-fourths of the bonus dollar amount for Scratcher Level 2 and the qualifying period for eligibility is reduced by 25%.

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

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

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

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

L. This Section shall be grievable only to Step 3 of the grievance procedure (Director, California State Lottery).

11.22 California State Lottery Business Building Incentive (BBI) Program

This provision is effective following ratification by both parties.

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

B. The Lottery Director or designee shall identify a "product game" shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.

C. The classifications of District Sales Representative (DSR) and Key Account Specialist (KAS) shall be eligible for the incentive award.

D. For each new qualifying retailer location, the employee shall receive an incentive award of \$250.

E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer's qualifying period.

F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in Subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.

G. **Program criteria:** In addition to specific criteria for the BBI product game determined by the CSL Director or designee (reference in Subsection B.) the following program criteria shall be met:

1. A new retailer shall be one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
2. A qualifying retailer shall be located within the employee's regularly assigned territory or on the employee's regularly assigned account list at the date of activation.

3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided evenly equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.

4. If the retailer location is re-assigned during a qualifying period from one employee's territory to another (DSR's regularly assigned territory to another DSR's regularly assigned territory or from one KAS's regularly assigned account list to another KAS's regularly assigned account list, or if the employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).

5. Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.

H. **Terminal Malfunction:** Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or "the G-Tech" line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days. Extensions shall be approved by the Director (CSL) or designee.

I. **Game Termination:** A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a retail location meets the criteria established for the game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within 120 days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice and an opportunity, upon request, to meet and discuss the impact of this action.

J. The employee shall submit discrepancy correction for a bona fide retailer within 90 days of the retailer activation. Discrepancies submitted within the stated period will not be eligible for bonus payment.

K. Incentive awards paid pursuant to this agreement shall be considered compensation for taxation purposes.

L. Incentive awards paid pursuant to this agreement shall be excluded from compensation and withholding for retirement purposes.

M. The provisions of this agreement shall be grievable only through Step 3 of the grievance procedure (Director, CSL).

11.23 California Housing Loan Insurance Fund (CHLIF) Mortgage Insurance Profit Bonus

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

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

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

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

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

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

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

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

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

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

11.24 Accounting Recruitment and Retention Differential - CDC

A. Upon approval by the Department of Personnel Administration, the Department of Corrections may provide recruitment and retention differentials to Unit 1 employees as follows:

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

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

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

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

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

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

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

F. Classifications which are eligible for this differential include:

CLASS	SCHEMATIC CODE
Accountant I (Specialist)	JU45
Accountant Trainee	JU50
Accounting Officer	JS85

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.

11.25 Professional Competency Pay

A. Subject to the criteria listed in Section b., a department may recommend to the DPA that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.

B. 1. The bonus shall consist of \$3,600 regardless of the number of certifications received and shall be paid in three equal installments of \$1,200 at intervals of 12 qualifying pay periods. The first installment shall be paid 12 qualifying pay periods after the employee's request and the employer's verification.

2. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.

3. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.

C. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to recommend the continuation of the bonus to DPA. In any case the bonus shall not exceed \$3,600.

D. A Professional Competency Bonus shall not be considered "compensation" for the purposes of retirement.

11.26 Personnel Services Specialist I/II Realignment

Upon ratification of this contract, the State shall institute the following actions with regard to the following two classifications:

Personnel Services Specialist I	#1301
Personnel Services Specialist II	#1774

A. Issue allocation guidance to departments permitting reallocation of Personnel Services Specialist (PSS) I to PSS II, when sufficient complexity exists.

B. Within six months of contract ratification, develop a workload formula based on measurable factors impacting the complexity of work assigned the PSS series.

C. Departments will consider administrative alternatives prior to mandatory overtime.

D. Establish a Joint Labor/Management "Task Force" to define the level and amount of work, and to establish a relationship with Unit 1 classifications. Employees serving in this capacity shall serve without loss of compensation.

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 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	(Every full 24 hours of travel)
Total	up to	\$40.00	

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

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

Trip begins at or before 6 a.m.	Breakfast may be claimed
Trip begins at or before 11 a.m.	Lunch may be claimed
Trip begins at or before 5 p.m.	Dinner may be claimed

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

Trip ends at or after 8 a.m.	Breakfast may be claimed
Trip ends at or after 2 p.m.	Lunch may be claimed
Trip ends at or after 7 p.m.	Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (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 \$79 plus applicable taxes.

b. Effective November 2, 1999, 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.

c. Effective November 2, 1999 through June 30, 2000, when employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, and Central and Western Los Angeles reimbursement will be for actual receipted lodging to a maximum of \$110 plus applicable taxes. Central and Western Los Angeles is the territory bordered by Sunset Boulevard on the north, the Pacific Ocean on the West, Imperial Blvd/Freeway 105 on the South and Freeways 110, 10, and 101 on the east. This area includes downtown L.A., Inglewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.

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.

Statewide, with a lodging receipt: 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.

Statewide, with a lodging receipt: 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:

- a. 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

- b. 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 \$.31 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 \$.31 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 agreement, the parties agree that the State may increase parking rates in existing 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 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. By April 1, 2000, the State shall develop 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. 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.

B. The State shall provide \$100 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal vanpool drivers. This shall not be considered compensation for purposes of retirement contributions. 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 public transportation expenses for 75 percent (75%) of the cost up to a maximum of \$65 per month. The appointing power may establish and implement procedures regarding the certification of expenses required of the employees.

12.5 Transportation Incentives

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

B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

12.6 State Owned Housing

A. Housing

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

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

B. Utilities

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

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

C. Notwithstanding any of the above, the Department of Fish and Game will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.

D. The Department of Fish and Game is committed to improving the quality of State-owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

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

E. The Department of Fish and Game will reimburse its Bargaining Unit 1 employees, who occupy department-owned housing, for possessory interest tax. 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 tax. Reimbursement under this provision shall begin with possessory interest taxes paid on or after the effective date of this Contract.

12.7 Overtime Meal Benefits and Allowances - CDC and CYA

A. Overtime meal allowances will be granted when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular 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 twenty-four (24) hours of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2. below;
2. Employees requesting reimbursement under this option will receive \$6, regardless of the value assigned to the meal ticket by local management;
3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the \$6 reimbursement for overtime meal allowances earned.

E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this article if there is no on-site employee facility which serves hot meals.

12.8 Overtime Meal Allowance

A. Up to \$8 may be reimbursed for an overtime meal. Receipts may be required. An overtime meal allowance of \$8 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift.

B. No overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

12.9 Damaged or Destroyed Personal Property

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

12.10 Uniform Replacement Allowance

A. 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 to be determined by the State, but not to exceed \$405 per year.

1. Uniform means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.

2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to the section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.

3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one (1) full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized 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 one (1) job-related professional society or association of the employee's choice, or for a job-related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

12.13 Reimbursement of Fees

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

12.14 Aviation Consultants

The Department of Transportation agrees to continue its practice of:

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

12.15 PERS Auditor Affiliation

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

- The Institute of Internal Auditors (IIA)
- California Association of State Auditors (CASA)
- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants
- Association of Government Accountants (AGA)
- Institute of Management Accountants (IMA)
- Information Security Audit and Control Association (ISACA)
- Information Security Systems Association (ISSA)
- Association of Certified Fraud Examiners
- Association of Women Accountants
- The Association of Healthcare Internal Auditors, Inc

12.16 Professional License Fees

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

12.17 Actuary Dues – Department of Insurance

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

CLASSES:

Actuarial Statistician
Associate Casualty Actuary
Associate Life Actuary
Senior Actuarial Statistician
Senior Casualty Actuary
Senior Life Actuary

ARTICLE 13 - CAREER DEVELOPMENT

13.1 Personnel and Evaluation Materials

A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.

B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection 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 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.

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. Materials relating to an employee's performance included in the employee's official 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 shall be purged after three (3) years. This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections or to material of a negative nature for which actions have occurred during the intervening three (3) year period. Except that, by mutual agreement between a department head or designee and an employee, adverse action material may be removed.

H. Supervisors may keep working 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.

13.2 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy.

13.3 Education and Training

A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of Unit 1 employees through training activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.

B. Each State department shall make available at the work site to Unit 1 employees its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training course list.

C. Each State department shall be required to complete an annual Individual Development Plan for each permanent full-time employee and for permanent intermittent employees who work 750 hours or more annually.

D. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.

E. The parties agree that training on rape prevention, sexual harassment awareness, and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.

F. The State and the Union recognize that certain benefits accrue to the State and Unit 1 employees through participation in professional job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.

G. The State agrees to reimburse Unit 1 employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive his/her regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 1, 2, or 4A shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:

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

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

H. Reimbursement for the above expenses shall be in accordance with Article 12 of this Contract.

I. When assigning an employee to career-related out-service training, the department may establish policies regarding (1) allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and (2) reimbursement for tuition and other necessary expenses. Except as established by the department, reimbursement should be for 50 percent of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

J. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

K. Each department, upon request of an eligible employee as defined in Subsection 12.8(a), will make available any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

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 third step 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 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 can reasonably turn out in a day.

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

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

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

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

13.6 Joint Apprenticeship Committee

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Unit 1 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 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.

13.7 Employee Recognition and Morale Program – Franchise Tax Board

- A. The Franchise Tax Board agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or group of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- B. Recognition given under this program will be in the form of either monetary or nonmonetary awards. Neither the amount of cash nor the value of a nonmonetary award shall exceed \$50 per employee. Cash awards under this Section are excluded from compensation for the purpose of retirement.
- C. Employee Peer Group Nominating Committee(s) (Committee) will develop criteria for granting recognition consistent with the current guidelines. Any Unit 1 employee who volunteers to be on the Committee will be selected to participate as a Committee member through a Peer Group election.
- D. This Section is not subject to Article 6 of this Contract.

13.8 Independent Research/Professional Papers

- A. Upon prior approval of the department head or designee, the State may provide a Unit 1 employee up to 40 hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.
- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.
- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries. This Section is not grievable under the grievance provisions.
- D. Signature credit shall be given employees who author or co-author any independent research/professional papers research document.

ARTICLE 14 - CLASSIFICATION

14.1 Classification Changes

- A. The State and the Union agree to conduct a one (1)-year pilot of the following classification change process, beginning October 1, 1999 and ending September 30, 2000. All classification proposals for which the Union has been notified under the current Contract language, shall continue under the existing process.

B. Both parties agree to meet by July 1, 2000, to discuss and evaluate the pilot process. If both parties agree that the trial process is successful, the pilot process will continue through the term of this Contract. If either party disagrees, the trial process will be discontinued and the classification change process reverts to language in the Contract for the respective bargaining units from July 1, 1992 through June 30, 1995.

C. When the Department of Personnel Administration or a department proposes establishment of a new class or modification of an existing one, the Department of Personnel Administration or a department shall inform the Union in writing of the proposal. The Union may request to meet and confer with the Department of Personnel Administration and the department regarding the classification proposal within fifteen (15) calendar days of the receipt of the notice. Such meeting(s) shall be for the purpose of negotiating the classification and compensation proposal.

D. The first meeting shall take place within twenty (20) calendar days of the Union's request.

E. If the parties reach an agreement, the classification proposal shall be placed on the State Personnel Board's (SPB) non-hearing calendar.

F. If the parties do not reach an agreement within thirty (30) calendar days of the date of their first meeting, the classification proposal shall be submitted to the State Personnel Board for hearing.

G. The Department of Personnel Administration shall meet and confer, if requested in writing, within five (5) working days from the date the State Personnel Board approved the classification change, regarding any compensation or non-merit provisions of the classification that remain unresolved.

H. If there is still no agreement within thirty (30) days of the State Personnel Board hearing, the parties will go to mediation in accordance with the provisions of the Ralph C. Dills Act.

I. Neither the classification nor the compensation provisions shall be subject to the grievance and arbitration procedure in Article 6.

J. Within thirty (30) days of ratification of this Contract, the Union shall provide to the State a list of classification changes that were noticed under the prior process but which were not the subject of a meet and confer between the State and the Union. The Union may process such changes pursuant to this pilot project, if so requested, within thirty (30) days of providing the list to the State.

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

A. Definitions

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

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

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

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.

3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

B. Authorization and Rate of Pay

1. Notwithstanding Government Code Sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to 120 calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:

a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,

b. Cannot feasibly be met through use of other civil service or administrative alternatives.

2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.

3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to Title 2 Cal. Code Regs Section 599.673, 599.674, or 599.676 if appointed to the higher classification.

4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

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

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.
2. An employee must file a written grievance on a form provided by the State within 120 calendar days of the date when his/her duties allegedly changed such that he/she was working out of classification or his/her position became misallocated.
3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the third level of appeal in the usual grievance procedure found in Article 6.
4. The person designated by the department head as the third 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 third 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 6.12.

8. Article 6, Section 6.12, "Formal Grievance - Step 5" 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 Unit 1 rank-and-file employees.

14.4 Duty Statements

An employee, upon request, shall be provided a duty statement for their position.

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.

ARTICLE 15 – EMPLOYEE TRANSFER

A. 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.

ARTICLE 16 - LAYOFF

16.1 Layoff and Reemployment

A. Application. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may layoff employees pursuant to this section.

B. Order of Layoff. Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.

C. Notice. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

D. Grievance and Arbitration. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.

E. Transfer or Demotion in Lieu of Layoff. The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

F. Reemployment. In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional 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.

16.2 Reducing the Adverse Effects of Layoff

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

16.3 Alternative to Layoff

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

16.4 Military Installations

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

16.5 Layoff Employee Assistance Program

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

ARTICLE 17 - RETIREMENT

17.1 First Tier Retirement Formula (2% @ 55)

A. The Union and the State (parties) agree that the legislation implementing this Contract shall contain language to enhance the current age benefit factors on which service retirement benefits are based for Miscellaneous and Industrial members of the First Tier plan under the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this Article will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, 95 percent (95%) of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

B. The legislative language would provide the enhanced benefit factors to State employees who retire directly from State employment on and after January 1, 2000.

C. The table below compares the current First Tier age benefit factors to the improved factors that the proposed legislation would place in the part of the Government Code administered by CalPERS.

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
50	1.092	1.100
51	1.156	1.280
52	1.224	1.460
53	1.296	1.640
54	1.376	1.820
55	1.460	2.000
56	1.552	2.063
57	1.650	2.125
58	1.758	2.188
59	1.874	2.250
60	2.000	2.313
61	2.134	2.375
62	2.272	2.438
63 and over	2.418	2.500

D. There would be factors for attained quarter ages, such as 52 $\frac{3}{4}$, that will be included in the proposed legislation. These improved age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union. The improved factors will also apply to past service that is credited under the First Tier and the Modified First Tier.

E. The amount of member contributions required of employees who will be covered under these new factors will continue to be five percent (5%) of monthly compensation in excess of \$513.

17.2 Second-Tier Retirement Plan

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

17.3 First Tier Eligibility For Employees In Second Tier

A. The Union and the State (parties) agree that the legislation implementing this Contract shall contain language to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article. The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, 95 percent (95%) of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

B. The legislative language would allow an employee in the Second Tier to exercise the Tier 1 right of election at any time after the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.

C. New employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he/she would remain in the First Tier plan.

D. Employees who purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. As required by CalPERS law, the amount will then include interest at six percent (6%) annually compounded.

17.4 2.5% @ 55 Retirement Formula for Safety Members

A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language adding new age benefit factors on which service retirement benefits are based for employees of this unit who are safety members of the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this Article will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, 95 percent (95%) of the market value of the CalPERS' assets as the actuarial value of the assets, and to amortize the June 30 excess assets over a twenty (20) year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

The parties agree to support legislation that will improve the age benefit factors from age 50 to 55 for Safety members. The age benefit factor at age 55 for members of this Union will be 2.5 percent of compensation for each year of service. These improved benefit factors will apply to employees who retire directly from State service on and after January 1, 2000, and for service rendered as a Safety member prior to and after that date.

AGE	BENEFIT FACTORS
50	1.70
51	1.80
52	1.90
53	2.00
54	2.25
55	2.50

NOTE: (See Article 17.1 D for quarter ages)

B. The Union agrees that the rate of contribution for Safety members who are subject to the new 2.5 percent @ 55 formula shall be no greater than eight percent (8%) of monthly compensation in excess of \$238, effective on and after July 1, 2001.

17.5 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.

17.6 Alternative Pre-Retirement Death Benefit

The Union agrees to support legislation that would provide State employees with an improved "alternative pre-retirement death benefit" and for the ability for the surviving spouse and dependent children to continue to receive health and dental benefits coverage. The enhanced death benefits would also be payable to surviving spouses or dependent children who are currently receiving the former death benefit, as would health and dental coverage.

A. Section 21547 of the Government Code is amended, to read:

1. 21547. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no eligible spouse, may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The board shall calculate the monthly allowance that shall be payable as follows:

- a. To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.
- b. To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a "surviving child" includes a posthumously born child of the member.
- c. This section shall only apply to members employed in state bargaining units for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of state employees in subdivision (c) of Section 3513, and members employed by the executive branch of government who are not members of the civil service.

For purposes of this section, "state service" means service rendered as a State employee, as defined in Section 19815. This section shall not apply to any contracting agency or to the employees of any contracting agency.

B. Section 21547.5 is added to the Government Code, to read:

1. 1547.5 For any survivor receiving a monthly allowance provided by Section 21547 prior to the effective date of its amendment, the allowance shall be adjusted to equal an amount that the member would have been eligible for if his or her death had occurred on or after the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date.

C. Section 22811.6 of the Government Code is repealed.

D. Section 22957.5 of the Government Code is repealed.

17.7 1959 Survivor's Benefits - Fifth Level

A. Employees in Unit 1 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 \$750.00.

17.8 Enhanced Industrial Retirement

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

17.9 Safety Retirement Studies

The State shall conduct studies on the feasibility of safety retirement for the following classes and copies of these studies shall be provided to the Union no later than six months after ratification of this Contract by the membership:

1152	Correctional Case Records Analyst
5658	Institution Artist/Facilitator
5571	Television Specialist

ARTICLE 18 - PERMANENT INTERMITTENT APPOINTMENTS

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 provide a permanent intermittent employee with a minimum of 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 in BU 1 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 permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with Article 7, Holidays, and Department of Personnel Administration policies and rules.

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 may 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.

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. **FlexElect Program:** Permanent Intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Permanent intermittent employee's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. Permanent intermittent employees choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six-months control period of January 1 through June 30 of the plan year in which they are enrolled.

L. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism.

M. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.

N. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rule and regulations, unless modified by this Contract.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

19.1 Hours of Work

A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours Monday through Friday, and the regular work shift shall be eight (8) hours.

B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.

C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

1. The change is due to an unforeseen operational need;
2. The change is made at the request of the employee.

E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.

F. Workweek Group Policy for FLSA - Exempt/Excluded Employees.

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

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

1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;
5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted;
6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

19.2 Overtime

- A. Overtime is all ordered work time in excess of the regularly scheduled workweek.
- B. 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.
- C. 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.
- D. In order to be compensable by cash or CTO, 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.
- E. 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.
- F. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.
- G. 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.
- H. Employees may accrue up to 240 hours of CTO. The first 200 hours of CTO shall be at the option of the department head or designee. The next forty (40) hours of CTO shall be at the option of the employee. All hours in excess of 240 CTO hours shall be compensated in cash.
- I. 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.
- J. 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.

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 (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.

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 (8) 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. 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; however, 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.

E. All exchanges must occur during the same work week.

E. Probationary employees are excluded from participating in exchanges of time off.

F. No exchange shall result in an employee working double shifts.

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

19.8 Work In Multiple Time Zone

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

19.9 Call Back Time

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

ARTICLE 20 – WORK AND FAMILY PROGRAMS

A. The parties agree that work and family programs have a positive impact on employee productivity and morale, as well as the productivity of the State and its business. Program topics may include, but are not limited to childcare, children's health, elder care, family leave, and a variety of other programs, such as hardship transfers, and domestic violence leave.

B. The State agrees to establish a State Labor/Management Work and Family Advisory Committee with management and labor co-chairs to identify alternatives to assist State employees in addressing family needs and to encourage State employees to participate in work and family programs. The committee shall be comprised of an equal number of Union and management representatives. Membership on the committee is open to all union bargaining units that want to participate. The Union shall have four (4) representatives. Those representatives who are State employees shall serve without loss of State compensation. The committee shall meet and report regularly and shall issue a report with recommendation for implementation of work and family programs by June 1, 2000. One management appointed employee and one State employee, appointed by the Union, shall serve the committee full time until July 1, 2000. The State employee appointed by the Union shall serve without loss of compensation.

C. The State employer agrees to establish a Work and Family Fund. On July 1, 2000, the State employer will appropriate \$5,000,000 in funds to the Work and Family Fund which shall be administered by the Department of Personnel Administration. The amounts to be allocated and expended annually from the Work and Family Fund shall be determined by the Department and the State Labor/Management Work and Family Advisory Committee.

D. The Union agrees to support legislation that would establish and maintain the Work and Family Fund.

ARTICLE 21 - MISCELLANEOUS

21.1 Telecommute/Telework Program

A. 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. 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.

B. 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.

C. 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 discussions 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 nontelecommuting days; and equipment, supplies, phone lines, furniture, etc.

D. 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 (e.g. "hoteling"). 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. A teleworker is a State employee who engages in telework.

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 because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the Department of Motor Vehicles 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. Effective with the signing of this Contract, 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 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 the Department of Motor Vehicles (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 examinations(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 Business and Identification Cards

- A. When the State determines that Unit 1 employees in public contact positions need to be identified as State employees, the State shall provide the employee with standard business and/or identification cards at no cost to the employee.
- B. Business cards and identification cards remain the property of the State and are to be used only for official State business. Employees may be required to return such identification cards to the appointing power upon their separation from the State or upon their transfer to another appointing power.

21.5 Incompatible Activities

A State officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a State officer or employee.

Each department shall determine, subject to approval of the DPA, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as State officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- A. Using the prestige or influence of the State or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- B. Using State time, facilities, equipment, or supplies for private gain or advantage.
- C. Using, or having access to, confidential information available by virtue of State employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- D. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his/her duties as a State officer or employee.

E. Performance of an act in other than his/her capacity as the State officer or employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the officer or employee.

F. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee consistent with the DPA guidelines (Reference Code 85-05).

G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his/her full time, attention, and efforts to his or her State office or employment during his/her hours of duty as a State officer or employee.

When an appointing power determines there is a need to establish a new incompatible activity statement or add to or alter an existing incompatible activity statement, the Union will be notified and given an opportunity to meet on the proposed incompatible activity statement with the appointing power.

An employee may request that the appointing power grant an exception to the prohibitions on outside employment contained in the applicable incompatible activity statement. If the exception is denied, it shall be reviewed, upon request by the employee, by a Committee composed of two representatives of the appointing power and two representatives of the Union. The Committee will issue a recommendation within fifteen (15) calendar days to the department head or designee for decision. The department head or designee shall issue a written final decision within fifteen (15) calendar days.

21.6 Work Space Allocations

A. The State recognizes the unique nature of Unit 1 employees work assignments and will attempt to provide adequate work and storage space.

B. A Joint Labor/Management Committee shall be formed to formulate statewide space allocation guidelines to be used in the design of newly constructed, leased, remodeled and renovated office space. Employees serving in this capacity shall serve without loss of compensation.

This Joint Labor/Management Committee shall have space allocation guidelines formulated and recommended by February 1, 2001.

21.7 Hearst Castle - Night Tours

A. Guides in all categories will be required to work up to a maximum of 12 evening tour shifts per fiscal year.

1. Guides will be assigned evening tour shifts based on the current scheduling procedures.

B. A volunteer pool will be established and used as follows:

1. Guides will be polled in July of each year as to whether they wish to volunteer beyond the maximum 12 evening tour shifts.
2. When needed, Guides who have volunteered will be placed on the schedule based on their total monthly hours excluding hours worked in evening tour shifts. The Guide with the least number of monthly hours will be scheduled first.

C. If the evening tour shifts cannot be covered by A. and B. above, Guides will be assigned to the schedule based on the same seniority guidelines used for preferred day off requests. Except that, the Guide with the lowest seniority will be assigned first, second lowest will be assigned second, etc.

D. Scheduled shifts that include an evening tour shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue. These hours shall be counted towards the maximum yearly hours, not to exceed 1500 hours.

E. Guides working an evening tour will not be scheduled for their next shift within 10 hours of their ending evening tour shift, unless mutually agreed upon between the supervisor and guide.

F. Additionally, any shift of less than five (5) hours shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue.

G. Should the Department determine that the above does not meet the needs of the Department, the Department and CSEA mutually agree to meet and confer over the impact of any proposed change.

21.8 Organizational Development

No appointing power shall negotiate independently with rank-and-file employees via committee action, any agreement that is in conflict with the terms and conditions established by the provisions of this Contract.

21.9 Transfer from Annual Leave Program

State employees in the annual leave program who transfer into Unit 1 shall have their participation in the annual leave program discontinued upon the effective date of the Contract and they shall be governed by the sick leave and vacation provisions of the Unit 1 Contract. Accrued annual leave can be used at the employee's discretion

ARTICLE 22 - ENTIRE AGREEMENT AND DURATION

22.1 Entire Agreement

A. This Contract sets forth the full and entire understanding of the parties regarding the matters contained herein, and 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.

22.2 Duration

A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect on July 1, 1999 and shall remain in full force and effect through and including July 2, 2001.

B. The Union reserves the right to reopen negotiations after March 1, 2001, by giving the State written notice.

SIDE LETTERS AND ATTACHMENT

SIDE LETTER #1 - The Pay Plan

599.666.2 THE PAY PLAN

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

1. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class;
2. "Step" for employees compensated on a monthly basis is a 5 percent differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a 5 percent differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., $\$2,300 \times 1.05 = \$2,415$). One-step lower is calculated by dividing the rate by 1.05 (e.g., $\$2,415 \div 1.05 = \$2,300$);
3. "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.
4. "Range differential" is the difference between the maximum rate of two salary ranges;
5. "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.
6. "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;
7. "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.

599.668.1 CORRECTION OF UNDERPAYMENT

The effective date of correction of any salary rate to which an employee is entitled under Sections 599.676, 599.676.1, 599.679, 599.679.1, 599.681, 599.681.1, 599.683, 599.683.1, 599.685, 599.585.1, 599.688, 599.688.1, 599.689, or 599.689.1 shall be as of the time earned except that it shall not be prior to three years from the date the corrective action was initiated.

599.673.1 ENTRANCE RATE

1. The minimum limit in the salary range for each class is the entrance rate except as otherwise provided in the act or in these rules. The appointing power may authorize a higher entrance rate upon finding that the higher rate is required because of labor market conditions or to hire a person with extraordinary qualifications. The appointing power shall document the reasons for the higher entrance rate, as specified by the Department of Personnel Administration.
2. When there is more than one salary range for a class, the Department of Personnel Administration shall provide criteria to determine:
 - a. The range to which a position shall be assigned or the range which an employee shall receive,
 - b. Which rate in the range shall be received upon movement between ranges in the class, and
 - c. The conditions under which movement may be made from one range to another.

599.674.1 RATE ON MOVEMENT BETWEEN CLASSES WITH SUBSTANTIALLY THE SAME SALARY RANGE

1. Such movement may be in the same or to another department and by transfer, appointment from an employment list, temporary appointment, or reinstatement other than mandatory.
2. Except as provided in Section 599.690 for trade rate classes the salary rate payable to a permanent or probationary employee upon movement without a break in service between classes with substantially the same salary range shall be established as follows:
 - a. When moving to a class with the same salary range or a range not to exceed one-step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in the salary range not to exceed the total of the range differential between the maximum salary rates.
 - b. When moving, other than from a promotional employment list, to a class with a salary range more than one-step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in the salary range not to exceed one-step above the rate last received. When moving to this class by an appointment from a promotional employment list, the employee shall be entitled to the rate in the salary range one-step above the rate last received.

If the employee receives an increase, a new salary adjustment anniversary date is established subject to the provisions of Sections 599.682, 599.682.1, 599.683.1, and 599.685.1 otherwise the salary adjustment anniversary date is retained.

599.675.1 RATE ON MOVEMENT TO CLASS WITH LOWER SALARY RANGE

1. Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140. The provisions of this section do not apply to demotion in lieu of layoff or demotion under Section 19253.5 after medical examination.

a. Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who without a break in service moves to a class with a lower salary range may receive any rate in the salary range provided it does not exceed the rate the employee last received. The employee's salary adjustment anniversary date shall be as provided under Sections 599.682, 599.682.1, 599.683, 599.683.1, 599.685, and 599.685.1 unless the appointing power and employee agree designate a different date.

b. Upon appointment to a deep class and to prevent a loss of salary because of ineligibility for appointment to a higher alternate salary range, the employee may receive a plus adjustment in addition to his/her base salary rate to equal the rate the employee last received. If a salary range change occurs before the employee progresses to the higher alternate range, the employee shall be eligible for any related salary adjustments, as they may be specified by the Department of Personnel Administration under Section 599.688.1 or 599.689.1. Upon movement to the higher alternate salary range, the employee may move to the salary rate within the salary range that equals the combined rate of their base salary and the plus adjustment unless the provision of Section 599.681.1 provides a greater benefit.

599.676.1 RATE ON MOVEMENT TO CLASS WITH HIGHER SALARY RANGE

1. Such movement may be in the same or to another department and by appointment from an employment list, by temporary appointment, or by reinstatement.

2. Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who, without a break in service, moves to another class with a higher salary range shall be entitled to the rate in the salary range one-step above the rate last received. If the movement is between two classes, one of which has an established rate of compensation other than a monthly rate, and the increase resulting from such adjustment amounts to less than one step in the salary range for a higher class, the employee shall be entitled to the next higher rate in the salary range which provides a one-step increase.

3. A new salary adjustment anniversary date is established subject to the provisions of Sections 599.682.1, 599.683.1, and 599.685.1.

599.677.1 RATE ON REAPPOINTMENT OR REINSTATEMENT

1. Upon the determination of the appointing power that it is in the best interest of the State, an employee who is reappointed or reinstated, is provided the following:

Unless otherwise provided under 2. the employee shall receive the following:

- a. As applicable, the employee shall receive the salary rate entitled to under Government Code Sections 19141, 19253.5, 19997.9, 19997.12, and 19775.6.
- b. Following a temporary separation, the employee shall receive the salary rate received at the time of separation, adjusted for salary range changes for the class since the separation.
- c. In cases not covered a. or b., the employee may receive any rate in the salary range not to exceed the salary rate received at the time of separation, adjusted for salary range changes for the class since the separation.

2. The appointing power may authorize a higher salary rate than allowed in 1. because of labor market conditions, recognition of prior service or extraordinary qualifications. The appointing power shall document the reasons for the higher salary rate, as specified by the Department of Personnel Administration.

3. The salary adjustment anniversary date is established subject to the provisions of Sections 599.682, 599.682.1, 599.683, 599.683., 599.685, 599.685.1, 599.687, and 599.687.1.

4. The Department of Personnel Administration may establish guides to be used in the application of this rule.

599.678 RATE ON REAPPOINTMENT OR REINSTATEMENT AFTER TEMPORARY SEPARATION

1. Reentry into State service may be in the same or another department and by appointment from a reemployment employment list or reinstatement.

2. A person who is reappointed or reinstated within the period of reinstatement or reemployment list eligibility after temporary separation shall, if not entitled to a higher rate under Sections 19141, 19253.5, 19997.9, 19997.12, and 19775.6, of the act, receive a salary rate as follows:

- a. To the same class, the salary rate received at the time of separation adjusted for the salary range changes for the class since the separation.

- b. To another class with substantially the same salary range as the class from which separated, the salary rate may either the same salary rate the employee would receive if appointed to such former class or the rate in salary range which does not exceed the total number of range differentials above or below the rate the employee would receive if appointed to such former class.
- c. To a different class which has a lower salary range than the class from which separated, a salary rate not to exceed the salary rate last received in the class from which separated, adjusted for the salary range changes of the latter class since separation.
- d. This Department of Personnel Administration Regulation does not apply to State employees in State Bargaining Units.

599.679.1 RETENTION OF SALARY ABOVE THE MAXIMUM UPON MOVEMENT BETWEEN CLASSES

1. Upon movement without break in service to a class with a higher salary range, an employee receiving salary above the maximum shall be entitled to a promotional adjustment as provided by these regulations unless such rate exceeds the maximum of the new class. In this event, the employee shall be entitled to the same rate as was received in the class the employee left until such time as the maximum of the new class equals or exceeds this rate.
2. Upon movement without a break in service to a class with a salary range that is two steps or more lower, an employee shall be entitled to the same dollar differential above the step to which entitled in the lower class as received in the higher class, until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140.
3. Upon movement without a break in service to a class with substantially the same salary range not covered by 1. or 2., an employee shall be entitled to the same rate received in the class left until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and by transfer and may be by appointment from an employment list, temporary appointment, voluntary demotion, or reinstatement under Government Code Section 19140.

599.681.1 MOVEMENT BETWEEN ALTERNATE RANGES

1. Unless otherwise authorized by alternate range criteria, when an employee qualifies under established criteria and moves from one alternate salary range to another alternate salary range of a class, the following shall apply.

a. Upon meeting deep class criteria, the employee shall receive the rate in the new salary range one-step above the rate last received. A new salary anniversary date shall be established subject to Sections 599.682.1, 599.683.1, and 599.585.1.

b. In instances not covered by a. or specific alternate range criteria, the employee shall receive an increase or a decrease equivalent to the total of the dollar difference between the maximum salary rates of the alternate salary ranges. The employee's salary adjustment anniversary date is retained.

599.682.1 QUALIFYING SERVICE FOR MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT

1. Except as provided in Section 599.675.1, 599.687, or 599.687.1 one month of qualifying service for merit and special in-grade salary adjustments shall be counted for each monthly pay period which meets the conditions of Section 599.675.1 or 599.608 and has been:

a. In the State civil service or in an exempt appointment or office as provided in Government Code Section 19141, and

b. In the same class or in another class except for classes with a salary range that are two steps or more lower; and

c. Under any of the following types of appointments:

1. A permanent appointment

2. A Career Executive Assignment appointment.

3. A temporary, emergency, or limited-term appointment preceding a mandatory reinstatement.

4. At the discretion of the appointing authority, credit may also be given for: a temporary appointment in a seasonal class; or a temporary or special limited-term appointment or, a temporary, emergency or limited-term appointment not covered by 3. above.

599.683.1 MERIT SALARY ADJUSTMENT

1. If the appointing authority certifies in the manner prescribed by the Department of Personnel Administration that the employee has met the standards of efficiency required for the position, the employee who is not paid at the maximum step of the salary range shall receive a merit salary adjustment equivalent to 5 percent in the salary range provided that rate does not exceed the maximum salary rate effective on the first of the monthly pay period next following completion of:

- a. Twelve months of qualifying service after:
 - (1) Appointment; or
 - (2) Last merit salary adjustment ; or
 - (3) Last special in-trade salary adjustment; or
 - (4) Movement between classes which resulted in a salary increase of 5 percent; or
- b. When movement between classes results in a salary increase of less than 5 percent, the Department of Personnel Administration shall provide that the number of months of qualifying service be proportionately reduced from 12 to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received with a 5 percent increase.
- c. This section shall not apply to Bargaining Unit 8

599.684.1 APPEAL FROM MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT ACTION

When an employee has not met the standards of efficiency required for the position, the supervisor shall so certify in the manner prescribed by the Director of the Department of Personnel Administration or the Department of Personnel Administration and shall recommend that the merit or special in-grade salary adjustment not be granted. In such cases, the adjustment shall not normally be considered again in less than three months. An employee whose merit or special in-grade salary adjustment will not be recommended by the supervisor shall be informed of the reasons for such action before the certification is made by the supervisor. The employees shall be informed in writing of denial prior to the effective date of the merit or special in-grade salary adjustment. Within 10 days after the employee is informed that the merit or special in-grade salary adjustment will not be recommended, the employee may file a written request with the appointing power for reconsideration under the agency's Grievance Procedure. The employee may appeal to the Department of Personnel Administration within 15 days after having exhausted the departmental remedy as herein specified. In such appeal the determination of the appointing power to withhold a merit or special in-grade salary adjustment shall be sustained if supported by substantial evidence.

599.685.1 SPECIAL IN-GRADE SALARY ADJUSTMENT

1. If the appointing authority certifies in the manner prescribed by the Department of Personnel Administration that the employee has met the standards of efficiency required for the position, the employee who is paid at the minimum step of the salary range in a class designated by the Department of Personnel Administration may receive a special in-grade salary adjustment to the second step of the salary range effective on the first of the monthly pay period next following completion of:

- a. Six months of qualifying service after the appointment; or
- b. As otherwise may be provided by the Department of Personnel Administration. When movement between classes to the minimum step results in a salary increase of less than one step, the Department of Personnel Administration shall provide that the months of qualifying service be proportionately reduced from 6 to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received upon appointment to the minimum step with 5 percent increase.

599.687.1 EFFECTS OF BREAKS IN STATE SERVICE ON MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT

1. Periods of absence from State service resulting from a permanent separation shall not be counted as qualifying service for merit salary adjustments and special in-grade salary adjustments.
2. Any monthly pay period in which an employee has been absent as a result of a temporary separation of 11 working days or less, may be disqualified for merit salary adjustment or special in-grade salary adjustment if the supervisor certifies that the absence had affected the employee's ability to meet the standard of efficiency required for the position during the month.
3. Periods of absence from State service for the following reasons shall be counted as qualifying service for merit and special in-grade salary adjustments:
 - a. Military leave and periods of rehabilitation provided by Section 19780 of the Government Code.
 - b. Time during which the employee is receiving temporary disability for injury or disease as provided in Section 19991.4 of the Government Code.
 - c. Time during which the employee is receiving paid educational leave as provided in Section 19991.7 of the Government Code.
4. Month pay periods of qualifying service which immediately precede and follow a return from a temporary separation from service shall be added together for merit and special in-grade salary adjustments. At this discretion of the appointing authority monthly pay periods of qualifying service which immediately precede and follow a return from a permanent separation from service may be added together for merit salary adjustment only.

599.688.1 EFFECT OF REALLOCATION OF POSITIONS.

When the State Personnel Board divides a class into two or more separate classes, or consolidates two or more classes into single class and grants status to incumbents, the Department of Personnel Administration shall negotiate salary eligibility with the employee organization(s) which represent the affected employee. Incumbent employees shall receive reduction in salary as result of the classification separation or consolidation.

599.689.1 EFFECT OF SALARY RANGE CHANGES

1. Unless otherwise provided by the Department of Personnel Administration, whenever the salary range for a class is changed, the salary of each incumbent in the class on the date the range change was made effective shall be adjusted by the total of the range differentials between the maximum salary rates and shall retain the same salary adjustment anniversary date. When range changes are made effective retroactively, incumbents in the class between the effective date of the range change and the date of Department of Personnel Administration action, inclusive, shall also receive the same adjustment.
2. When salary range changes become effective the same date as an employee's salary adjustment anniversary date, the employee shall first receive any salary adjustment to which entitled and then receive the range differential adjustment.
3. Then salary range changes become effective the same date as an employee's promotion, the salary adjustments shall be made in such order that the employee shall gain the maximum benefit from the adjustments.

599.795.1 Performance Appraisal of Probationers

A report of the probationer's performance shall be made to the employee at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. A written appraisal of performance shall be made by employee's appointing power or designee within 10 days after the end of each one-third portion of the probationary period. If the employee is rejected during the probationary period, a final report may be filed for the period not covered by previous reports. The foregoing provisions shall be construed as directory.

SIDE LETTER #2 - Domestic Partners

Should legislation pass during the term of this agreement regarding changes in eligibility of domestic partners for health benefits, the Union and the State agree that those legislative provisions shall apply to Unit 1 employees.

SIDE LETTER #3 - Court Decisions

If during the term of this agreement the United State 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 #4 - Public Contract Code

EXEMPTING DEPARTMENT OF PERSONNEL ADMINISTRATION FROM PUBLIC CONTRACT CODE

A. The Union agrees to support legislation to amend Sections 10295 and 10430 and add Section 10344.2 to the Public Contract Code to read

1. Section 10295 of the Public Contract Code is amended to read:

a. 10295. All contracts entered into by any State agency for (a) the hiring or purchase of equipment, supplies, materials, or elementary school textbooks, (b) services, whether or not the services involve the furnishing or use of equipment, materials, or supplies or are performed by an independent contractor, (c) the construction, alteration, improvement, repair, or maintenance of property, real or personal, or (d) the performance of work or services by the State agency for or in cooperation with any person, or public body, are void unless and until approved by the department. Every such contract shall be transmitted with all papers, estimates, and recommendations concerning it to the department and, if approved by the department, shall be effective from the date of the approval. This section applies to any State agency that by general or specific statute is expressly or impliedly authorized to enter into transactions referred to in this section. This section does not apply to any transaction entered into by the Trustees of the California State University or by a department under the State Contract Act or the California State University Contract Law, any contract of a type specifically mentioned and authorized to be entered into by the Department of Transportation under Section 14035 or 14035.5 of the Government Code, Sections 99316 to 99319, inclusive, of the Public Utilities Code, or the Streets and Highways Code, any contract entered into by the Department of Transportation that is not funded by money derived by State tax sources, but, rather, is funded by money derived from Federal or local tax sources, any contract entered into by the Department of Personnel Administration for State employees, as defined in Section 19815 in the Government Code, for employee benefits, occupational health and safety, training services, or combination thereof, any contract let by the Legislature, or any contract entered into under the authority of Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code.

b. Provided that any such contracts entered into by the Department of Personnel Administration shall not diminish or displace existing State employees.

SIDE LETTER #5 – Second Notice Request for Arbitration

If the second notice request for arbitration of grievances filed prior to July 1, 1998, is not received within six (6) months of the ratification of this agreement by both parties, the grievance is withdrawn.

SIDE LETTER #6 - Next Step Program

The parties agree that Government Code Sections 19876.5, 21159, 21160, 21161, and 21195 do not apply to Unit 1, 3, 4, and 11 employees. This means that Unit 1 employees shall no longer participate in the Next Step Program.

SIDE LETTER #7- Set Aside Resignations and AWOL Separations

No later than sixty (60) days from the ratification of this Contract by both parties, the Union and the State shall meet for the purpose of discussing the processing of appeals of set aside resignations and AWOL separations under the grievance and arbitration procedure.

Salary Schedule

***Will only be available on printed version from the State Printing Plant, at this time.

Signature Page

**Bargaining Unit 1
Administrative, Financial and Staff Services
July 1, 1999 through July 2, 2001**

Date: _____

STATE OF CALIFORNIA

CSEA

Gerald B. Radeleff, Chief Spokesperson
Department of Personnel Administration

Neal A. Johnson
Chair Unit 1

Pheobe Baker
Employment Development Department

Joseph J. Jelincic
Vice Chairperson

Judith Clark
Department of Health Services

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California Board of Equalization

Alan Charbonneau

Janice Bledsoe
State Compensation Insurance Fund

Kathleen Collins

Tanya Blood
Department of Consumer Affairs

Alex Garza
Alternate

Marylyn Hammer
California Department of Transportation

Wanda Lewis
Alternate

Jim McCann
Department of Social Services

Deones Meyers
Alternate

Judy Rapoza
Franchise Tax Board

Gustavo Ruelas
Alternate

Deborah True
Department of Water Resources

Raquel Silva
Senior Labor Relations Representative

Pat Van Pelt
California State Lottery

Jim Duncan
Department of Industrial Relations

Norma McGinnes
California Department of Corrections