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Agreement between the California State Employees Association (CSEA), Bargaining Unit 21 Educational Consultant and Library and the State of California, 1999-2001

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**Local** Local 1000

Occupations Represented
Instructional coordinators
Librarians

**Bargaining Agency** State of California

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**Contact**

**Full text contract begins on following page.**

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

**BARGAINING UNIT 21**  
**EDUCATIONAL CONSULTANT**  
**AND**  
**LIBRARY**

Effective  
**07/01/99** through **06/30/01**

**CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)  
BARGAINING UNIT 21  
EDUCATION and LIBRARY**

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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 Contract provided under Section 3517.5 of the Government Code.

The State further recognizes the professional nature of the duties and responsibilities of the Unit 21 employees in their contribution to the successful performance of the mission of State Government.

## **ARTICLE 1 - RECOGNITION**

A. Pursuant to Public Employment Relations Board (PERB) Decision S-SR-4, the State recognizes CSEA (Civil Service Division), Local 1000, as the exclusive representative for the Educational Consultant and Library Bargaining Unit, hereinafter referred to as Unit 21. Unit 21 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 (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. CSEA (the Civil Service Division) agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

## **ARTICLE 2 - UNION REPRESENTATION RIGHTS**

### **2.1 Union Representatives**

A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives and/or Union staff on the following:

1. The enforcement of this Contract;
2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;



3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board (PERB);
4. Matters scheduled for hearing by the Board of Control;
5. Matters pending before the State Personnel Board;
6. AWOLs and appeals to set aside resignations;
7. Discussions with management regarding denials of reasonable accommodation;
8. DPA statutory appeals 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:

Union stewards "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, departments, 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**

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.

Access to bargaining unit employees shall not be unreasonable 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 Article 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 Union 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 the approval of the employee's supervisor.

## **2.8 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 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 15 minutes during normal working hours for orientation to the Contract and the Union.

# **ARTICLE 3 - UNION SECURITY**

## **3.1 Organizational Security**

A. 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 CSEA, SEIU Local 1000, 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 a revised amount or formula furnished by the Union for Fair Share fees deductions during the term of this agreement. The State and The Union agrees 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 Article and the deductions arising therefrom.
3. The Union agrees to annually notify all State employees in Unit 21 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 Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.
5. Should a recession election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy of the State Controllers 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**

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.

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 Unit 21 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 Bargaining Unit 21 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 21 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 21 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 expressly 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, lay off, assignment, scheduling and training of employees; 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 Agreement, neither the Union nor its agents nor any Unit 21 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 of this Contract be found unlawful by a court of competent jurisdiction or be 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 Suppression and Incorporation

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 Overpayment 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 MSA.

#### 2. Step Increases

19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.

19832 Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.

19834 Requires MSA payments to qualifying employees when funds are available.

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.

19836 Provides for hiring at above the minimum salary limit in specified instances.

19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded (Red Circle Rates).

### 3. Vacations

19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19991.4 Provides that absence of an employee for a work- incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

### 4. Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.

19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.

19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19991.4 Provides that absence of an employee for a work- incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

### 5. Uniforms, Work Clothes, and Safety Equipment

19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.

### 6. Industrial Disability Leave (IDL)

19869 Defines who is covered.

19870 Defines "IDL" and "full pay".

19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.

19871.1 Provides for continued benefits while on IDL.

19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.

19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.

19875 Requires three-day waiting period, unless hospitalized or disabled more than 14 days.



19876 Payments contingent on medical certification and vocational rehabilitation.

19877 Authorizes DPA to adopt rules governing IDL.

19877.1 Sets effective date.

#### 7. Non-Industrial Disability Insurance (NDI)

19878 Definitions.

19879 Sets the amount of benefits and duration of payment.

19880 Sets standards and procedures.

19880.1 Allows employee option to exhaust vacation prior to NDI.

19881 Bans NDI coverage if employee is receiving unemployment compensation.

19882 Bans NDI coverage if employee is receiving other cash payment benefits.

19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.

19884 Filing procedures; determination and payment of benefits.

19885 Authorizes DPA to establish rules governing NDI.

#### 8. Life Insurance

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 8-hour day.

#### 11. Overtime

19844 Directs DPA to establish rules regarding cash compensation and compensating time off.

19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.

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

#### 12. Deferred Compensation

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

#### 13. Relocation Expenses

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

#### 14. Travel Expenses

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

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

#### 15. Overpayments/Payroll Errors

19838 Provides for methods of collecting overpayments and correcting payroll errors.

#### 16. 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.

#### 17. Performance Reports

19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

#### 18. Involuntary Transfers

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

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

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

#### 19. Demotion and Layoff

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

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

19997.8 Allows demotion in lieu of layoff.

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

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

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

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

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

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

#### 20. Incompatible Activities

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

#### 21. Training

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

### **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, or political affiliation, 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 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 SPB 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 representative. Units 21 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 cochaired by one of the Union's representatives, along with a cochair representing the State.

3. The committee will conduct a study and prepare within 12 months or no later than December 2000 a report to SPB with recommendations on addressing discrimination. The State agrees to provide Administrative Services and Resources to support the committees' 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.

## **ARTICLE 6 - DISPUTE RESOLUTION 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 an employee designated as a Union steward or a paid staff representative or a bargaining unit council member.

## **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 providing it causes no additional cost to the State.

## **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. Thirty (30) calendar days after the event or circumstances occasioning the grievance, or
2. Within seven (7) 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 thirty (30) calendar days in (1) above.

C. A formal grievance shall be initiated 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

D. 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 grievant.

E. 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 fourteen (14) 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 grievant.

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 at Step 2, the grievant may appeal the decision within fourteen (14) 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.

### **6.10 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.

#### **6.11 Formal Grievance - Step 4**

A. If the grievance is not resolved at Step 3, within sixty (60) calendar days after receipt of the fourth level response, the Union shall have the right to submit the grievance to arbitration.

B. Within the sixty (60) calendar days after the 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 (10) arbitrators from which the State and the Union shall alternately strike names until one name remains and this person shall be the arbitrator.

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 6.2a of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

#### **6.12 Health and Safety Grievances**

All Health and Safety grievances deemed necessary for expedited processing shall first be appealed directly to the second level of the grievance procedure pursuant to the modified time limits set forth below:

##### **A. Health and Safety Grievance - Step 2**

1. If the grievant is not satisfied with the decision rendered by his/her supervisor pursuant to Section 6.6 of this Article, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the second level of appeal.

2. Within five (5) 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.

##### **B. Health and Safety Grievance - Step 3**

1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fourteen (14) calendar days of 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.

2. Within fourteen (14) 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.

3. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third step response the Union shall have the right to submit the grievance to arbitration.

C. The selection of the arbitrator shall be in accordance with Section 6.12.b of this Article and the case must be before an arbitrator within twenty (20) calendar days.

## **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. Subject to Item d. above, use of personal holidays shall be granted in accordance with departmental policies on this subject.

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. Full-time employees who are required to work on a holiday shall be entitled to pay or compensating time off for such work in accordance with their classification's assigned workweek group and this Contract.



K. Less than full-time employees shall receive holidays in accordance with existing Department of Personnel Administration rules.

### 8.1 Vacation Leave

14 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 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
Over 20 years	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 applicable DPA rules.

D. Vacation credits may be taken in thirty (30) 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 request 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 or each calendar year those employees whose vacation balance exceeds, or could exceed by December 31, the vacation cap of Article 8.1 (D) 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 8.1(D).

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 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 11 or more working days of service in a monthly pay period shall be eligible for up to 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 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 applicable DPA Rules.

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 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 15-minute increments.

H. A full-time employee whose continuity of employment is broken by a permanent separation of 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 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, 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, and 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 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 Article 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 Article 7(E) 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 from the birth of the child. 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 30 calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to authorization of the department head or designee.

B. A male spouse or male parent, who is a permanent employee, shall be entitled to an unpaid leave of absence to care for the newborn child for a period not to exceed one (1) year from the birth of the 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 30 calendar days after the birth of the child. Any changes to the leave once approved are permissive and subject to authorization 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 terms of this agreement 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 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; or
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 Jury Duty**

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. This includes necessary travel time. The State may adjust the employee's work schedule to accommodate jury duty requirements.

B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.

C. 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.

D. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out of pocket expenses.

E. An employee may 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 c. and d. apply.

### **8.9 10-12 Leave**

A. A department head may, upon the request of an employee, grant a leave of absence not to exceed two consecutive pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees. Such leaves shall be without pay for persons employed and paid under the provisions of DPA Regulation 599.666 and with deferred pay for persons employed and paid under the provisions of DPA Regulation 599.667.

B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority, and for computation of months of total State service to determine a change in the monthly credit for vacation leave. For all other purposes, leaves of absence granted pursuant to this Section shall not be counted as qualifying service.

C. All Unit 21 employees may request to utilize the 10-12 plan.

D. Any denial of the 10-12 plan shall be accompanied by a reason in writing.

E. An employee returning from 10-12 leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code Section 18522.

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

A. Upon two 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 by 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 an SPB hearing.

## **8.11 Non-Industrial Disability Insurance**

A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to nonwork-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% of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.

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 commencing with the first full day of confinement in a hospital or nursing home for at least one full day. A full day is defined as a 24-hour period starting at midnight.

D. If the employee elects to use vacation, annual leave, personal leave, or sick leave credits prior to receiving NDI payments, he or 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 their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which when combined with the NDI benefit will not exceed 100% of their regular "full pay." This does not qualify the employee for a new disability period under b. of this article.

The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.



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 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.

### **8.12 Catastrophic Leave**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, annual leave, vacation, 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 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 1 hour thereafter, in whole hour increments and credited as vacation. Special School exempt employee in accordance with Section 22.4, Personal Days – Special School 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 employees 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 months; however, if approved by the appointing authority, the total leave credits receive may be six 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 the Contract.

### **8.13 Catastrophic Leave: Natural Disaster**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, 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, or 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 1 hour thereafter, in whole hour increments and credited as vacation. Special School exempt employee in accordance with Section 22.4, Personal Days – Special School 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 timebase.)

F. Transfer of annual leave, vacation, personal leave, CTO, personal holiday, 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 3 months; however, if approved by the appointing authority, the total leave credits received may be 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 donation are use, they will be processed based on date and time received (first in, first used). Used donations shall be returned to the appropriate donor.

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

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

All employees in Unit 21 shall, upon transfer between appointing powers in State service, transfer with all accumulated leave credits, except CTO credits, which shall be utilized or cashed out at the appointing power's discretion.

### **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. An employee may request, due to personal hardship, all or a portion of unused Personal Leave credits to be cashed out at the employee's salary rate at the time the Personal Leave payment is made. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement.

### **8.16 Industrial Disability Leave**

A. For periods of disability commencing on or after October 1, 1997, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay, for the first 22 work days after the date of the reported injury.

B. In the event that the disability exceeds 22 workdays, the employee will receive 66 and 2/3% of gross pay from the 23<sup>rd</sup> workday of disability until the end of the 52<sup>nd</sup> week of disability. No IDL or payments shall be allowed after two years from the first day (i.e., date) of disability.'

C. The employee may elect to supplement payment from the 23<sup>rd</sup> work day 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 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 PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given 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.

### **8.17 Mentoring Leave**

A. Eligible Unit 21 employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.

B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during nonworking hours) prior to requesting "mentoring leave." For example, he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave." "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.

D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this agreement 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 bonafide 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. In addition, an employee is not eligible to receive "mentoring leave" if:

1. He or she is assigned to a "post" position in the Departments of Corrections of Youth Authority; or
2. He or she works in a level of care position in the Departments of Developmental Services, Mental Health, Education, and Veterans' Affairs.

G. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Section 6.2(b) of this Contract.

### **8.18 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 of 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 Article 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 employees 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 Article 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 Article 8.8 of this Contract.

c. FMLA absences for reason 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 Article 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 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 DPA Rule 599.608 - 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.

### **8.19 Personal Leave – Voluntary**

A. Each department may decide whether it intends to offer the Voluntary Personal Leave Program (VPLP). Participating department will notify employees of any program conditions that they may establish (e.g., eligibility criteria, maximum carryover credits, operational limitations) and procedures for participation. Employee participation in the program shall be on a voluntary basis.

B. Except for "k" below, only permanent full-time employees are eligible to participate in the VPLP. Interested employees may only request either one day (8 hours) or two days (16 hours) personal leave per month with an equal reduction in pay. Approval or denial of the request shall be at the general discretion of the department and may vary within the department. A department may only approve either one day (8 hours) or two days (16 hours) personal leave. Salary ranges and rates shall not be affected because of VPLP participation.

C. Participating employees shall be credited with eight or sixteen hours of personal leave on first day of the following monthly pay period the employee is in the VPLP.

D. Once approved, employees must remain in the program for 12 months unless a department established a lesser time period. Once approved for the VPLP, an employee agrees to remain in the program for that time period. In the case of a financial hardship, an employee's request to cancel participation may be approved by a department on a case by case basis. The State reserves the right to cancel the program on a departmental, subdivisional or individual basis at any time with 30 days notice to the employee.

E. Personal leave (including time accrued via the VPLP and personal leave program in effect from July 1, 1992 through December 30, 1993) shall be requested and use by the employee in the same manner as vacation or annual leave. Request 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.

F. At the discretion of the State, all or a portion of unused personal leave credit (including time accrued via the VPLP and personal leave program in effect from July 1, 1992 through December 30, 1993) 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 applicant of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement.

G. Participating employees shall be entitled to the same level of State employer contribution for health, vision, dental, flex-elect cash option and enhanced survivors benefits he or she would have received had they not participated in the VPLP.

H. The VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation or merit salary adjustment.

I. The VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave

J. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

K. Employees on EIDL, NDI, IDL or workers compensation for the entire monthly pay period shall be excluded from the VLPL.

L. Continued participation in the program when an employee transfers to another department shall be at the discretion of the new department.

M. If any dispute arises about this VPLP, an employee or Union may file a grievance and the decision reached at the fourth step shall be final and not subject to the grievance arbitration clause of the Agreement.

## **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

CREDITED YEARS SERVICE	PERCENTAGE OF EMPLOYER CONTRIBUTION
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 \$4,209.04 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 21 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 21 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 Senate Bill 514 (Senator Chesbro), a copy of which bill is attached hereto and hereby incorporated herein by reference.
  - a. For Bargaining Unit 21 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. Pursuant to that bill, a Rural Healthcare Equity Trust Fund(s) (hereafter Fund) will be established with a separate account for Bargaining Unit 21 members, as one of several similar accounts.
5. Each Unit 21 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 the bill, 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 21 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 the bill, 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 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.

### **9.7 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 is 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.

### **9.8 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 this Contract.

### **9.9 Deferred Compensation Program**

Employees in Unit 21 are to be included in the State of California, Department of Personnel Administration, Savings Plus Deferred Compensation Program (457 Deferred Compensation Plan and 401K Thrift Plan). Subject to State Controller's Office policies and procedures, employees in Unit 21 may participate in the State Controller's Office 403 (b) tax shelter annuity program.

Upon request of the Union, the State shall meet to discuss significant changes to the State Controller's Office 403 (b) tax shelter annuity program.

### **9.10 FlexElect Plan**

The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by the Department of Personnel Administration (DPA). All eligible employees must work one-half time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position. Permanent Intermittent employees are eligible to participate in the FlexElect Program as described in Article 18 of this Contract.

### **9.11 Pre-Tax of Health/Dental Premium 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 pre-taxed, must make an election not to participate in this benefit.

### **9.12 Long-Term Care Insurance Plans**

Employees in classes assigned to Bargaining Unit 21 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 plans, subject to the underwriting criteria specified in the plan.

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.

### **9.13 Group Legal Services Plan**

Employees in classes assigned to Unit 21 are eligible to enroll in any group legal service plan sponsored by the Department of Personnel Administration. The plan shall be offered on a voluntary, after-tax, payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.



#### **9.14 Group Disability and Payroll Protection Plan**

The State and Union agree to provide a study on the feasibility of a Group Disability and Payroll Protection Plan to be implemented July 1, 2000. The date may be extended if necessary by mutual agreement of parties.

### **ARTICLE 10 - HEALTH AND SAFETY**

#### **10.1 Health and Safety Committees**

A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.

B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern.

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

C. Employees appointed to serve on the committee shall serve without loss of compensation.

D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.

E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

#### **10.2 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.

### **10.3 Safety Equipment**

A. Safety equipment required by the State shall be provided to Unit 21 employees covered by the Contract by the State. The State shall provide training in use of such safety equipment.

B. "Safety equipment" means equipment and/or attire that is worn over, in place of, or in addition to regular clothing which is necessary to protect the employee's health and welfare; for example, helmets, goggles, safety harness, and firefighter "turnout gear".

C. Employees issued State-provided safety equipment shall be held responsible for loss of and/or damage other than that incurred as a result of normal wear or through no fault of the employee.

### **10.4 Protective Clothing**

A. When protective clothing is required by the employee's supervisor, the State shall either provide the protective clothing or reimbursement of actual substantiated amounts for initial or replacement cost as necessary. Employees must request reimbursement in accordance with department policy. Reimbursement shall only be provided when the employee substantiates the expense by providing a receipt(s) for the required item(s). "Protective clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of his/her duties and/or which is required for the employee to protect the employee's body from possible injury.

B. Protective clothing provided pursuant to this Section is State-owned or leased property which will be maintained as the State deems necessary.

C. Protective clothing damaged due to the negligence of the employee shall be replaced by the employee at his/her expense.

D. The employee shall comply with any instructions provided by the State in regards to protective clothing.

## **10.5 Presumptive Illness**

A. 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.

## **ARTICLE 11 - SALARIES**

### **11.1 Salaries**

A. Effective July 1, 1999, all Unit 21 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 21 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 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.

### **11.3 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.

#### **11.4 Timely Payment of Wages**

A. 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.

#### **11.5 Sustained Superior Accomplishment Awards**

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

#### **11.6 Salary Definitions**

For the purpose of salary actions affecting employees assigned to Unit 21, the following definitions shall apply.

A. "Salary range" is the minimum and maximum rate currently authorized for the class.

B. "Step" for employees compensated on a monthly basis is a 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 5% differential above or below a rate rounded to the dollar and cents amount.

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

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

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

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

G. "Lower salary range" is a salary range with the maximum salary rate at least two steps lower than the maximum salary rate of another salary range.

Under paragraph B., one step higher is calculated by multiplying the rate by 1.05. One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2415, one step higher; \$2415/1.05 = \$2,300, one step lower).

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

H. The maximum step of each classification in Unit 21 shall be extended as follows:

1. Classes with a three (3) step range or ranges shall have a new maximum step established by multiplying the minimum by 1.1025 and rounding up to the nearest dollar.
2. Classes with a four (4) step range or ranges shall have a new maximum step established by multiplying the minimum step by 1.1575 and rounding to the nearest dollar.
3. Classes with a five (5) step range or ranges shall have a new maximum step established by multiplying the minimum step by 1.2150 and rounding to the nearest dollar.
4. Any classes with only 1 or 2 rates are not included in this provision. This provision does not apply to classes with over five (5) steps.

### **11.7 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 earning statements, 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. The Union may have one representative who shall serve without loss of compensation.

### **11.8 Inequities**

The employer agrees that within 90 days of the effective date of this agreement and with CSEA's agreement, inequities that equal one percent of Unit 21's payroll shall be determined. One percent of payroll in Unit 21 equals \$388,692.

The following classifications shall receive inequity adjustments effective July 1, 1999.

Bus Driver Training Specialist	10.6%
Archivists	10.6%
Librarians	10.6%
Senior Librarians	10.6%
Nursing Education Consultants	7.9%

## 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.

d. and, If expenses are incurred and the department approves the necessity and reasonableness of such expense. Exceptions to the 50 mile radius may be requested by the appointing authority for such reasons as adverse weather conditions, cost effectiveness, and health and safety.

**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 Expenses**

A. Whenever an employee is reasonably required to change his or her place of residence, the State shall reimburse the employee in accordance with existing administrative regulations. The State will provide the employee with a full disclosure of moving costs reimbursement and amounts to be withheld within a reasonable time frame, prior to the move. All current rules and regulations applying to State reimbursement of moving and relocation expenses shall remain in effect for the life of this Contract.

## **12.3 Commute Programs**

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% subsidy of monthly fares up to a maximum of \$65.00 per month. This shall not be considered compensation for purposes of retirement contributions.

B. The State shall provide \$100.00 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal van pool drivers. This shall not be considered compensation for purposes of retirement contributions.

C. The State may establish and implement procedures and eligibility criteria for the administration of this program.

D. The State may discontinue this program with 30 calendar days notice to the Union. This Section is not subject to the grievance and arbitration article of this Contract.

E. The changes made in this Section shall be effective January 1, 2000.

## **12.4 Transportation Incentives**

- A. Both the State and Union agree that employees should be encouraged to use alternate means of transportation to reduce traffic congestion and improve air quality in the State.
- B. No change related to these issues shall take place unless agreed upon by the parties.

## **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.

## **12.6 Damaged or Destroyed Personal Property**

In accordance with established procedures, when requested by an employee, a department may pay, upon receipt, 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, upon receipt, 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.

## **12.7 Reimbursement of Credential/License Fees**

- A. The State agrees to reimburse Unit 21 employees up to a maximum of \$200.00 per year for credential and/or license renewal fees for one job related credential and/or license where such credential and/or license is issued by a State agency.

## **12.8 Professional Organizations**

In recognition of the professional nature of Unit 21 employees, each department, commission, board, or agency shall reimburse a Unit 21 employee for up to \$75.00 per year for membership dues in one (1) job-related professional society or association.

## **12.9 Class A and/or Class B Commercial Driver's License**

### Fee Reimbursements

A. 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:

1. The employee is authorized at least 10 work days in advance by his/her supervisor to take the examination;
2. The employee has a valid, current medical certification acceptable to the Department of Motor Vehicles (DMV).
3. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

B. 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.

C. 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.

D. Reimbursement for commercial driver's license fees paid by an employee 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.

## **12.10 Release Time for Commercial Driver's License Examination**

A. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:

1. The employee is required to have the designated commercial driver's license and endorsement(s);
2. The examination is scheduled during the employee's scheduled work hours;
3. The examination does not interfere with operational needs of the department; and

4. The employee has a valid current medical certification, acceptable to DMV.

If medical certification provided by a department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

B. Upon ten (10) work days notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

C. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles 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.

### **12.11 Class A and/or Class B Commercial Driver's License Medical Examinations**

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.

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.

## **ARTICLE 13 - PROFESSIONAL DEVELOPMENT**

### **13.1 Personnel and Evaluation Material**

- 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 it and date it. A copy of the evaluation material relating to an employee's conduct shall be given 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, reasonable arrangements will be made to accommodate the employee.

E. The employee shall have the right to insert in his/her official personnel file supplementary material and a written response to any item in the file. Such responses 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 collective bargaining.

G. Materials relating to an employee's performance included in the employee's official 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 year period. Except that, by mutual agreement between a department head or designee and an employee, an adverse action materials may be removed.

## **13.2 Employment Opportunities**

Departments shall upon request make available employment opportunity information to Unit 21 employees. Such information shall be posted on a bulletin board selected by each department.



### **13.3 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 notice (normally two (2) 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 an SPB examination.

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

### **13.4 Education and Training Required by Department**

A. The State agrees to reimburse Unit 21 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to

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

Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, Section 12.1 of this contract.

B. Advance Application – An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.

C. Incomplete Assignment – (1) General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. (2) Exceptions. The employee or his/ her estate shall receive reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability or other event beyond the control of the employee.

D. No deduction from education leave balances. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section e. below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.

E. Required new or revised credential. When a Unit 21 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.

### **13.5 Rehabilitation and Retraining of Disabled Employees'**

The Department of Personnel Administration and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of Rehabilitation shall cooperate in devising training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.

### **13.6 Training for Hostile and Threatening Behavior**

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

### **13.7 Training in Infectious Disease Control**

The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.

### **13.8 Professional Development Committees**

The purpose of Professional Development Committees is to enhance professional development of Unit 21 employees through continuing education and training and improve professional standards through the review and revision of classifications specifications.

Upon request of the Union and with the concurrence of the department head or designee, a Professional Development Committee may be established according to the following guidelines:

1. The Committees will consist of equal numbers of management and Union representatives. However, there shall not be more than three (3) management representatives and three (3) Union representatives, unless increased by mutual agreement.
2. Committee recommendations, if any, will be advisory in nature.
3. Professional Development Committee meetings shall not be considered Contract negotiations and shall not be considered a substitute for the grievance procedure.

### **13.9 Performance Appraisal of Permanent Employees**

A. The performance appraisal system of each department may include an annual written performance appraisal and an individual development plan for permanent employees. Such performance appraisals may be completed at least once each 12 calendar months after an employee completes the probationary period for the class in which he/she is serving.

B. When a Unit 21 civil service employee receives substandard ratings in a majority of the performance factors, the employee may grieve the content of his/her performance appraisal through the fourth step of the grievance procedure which shall be the final step of appeal.

C. When a department intends to establish a new performance appraisal system or make major modifications in their existing performance appraisal system, the Union will be notified and given the opportunity to meet and confer over the impact of the change(s) pursuant to Article 23.1 (Entire Agreement).

## **ARTICLE 14 - CLASSIFICATION**

### **14.1 Classification Changes**

A. When the Department of Personnel Administration (DPA) desires to establish a new classification and assigns it to Unit 21 or modifies an existing one that is in Unit 21, DPA shall inform the Union of the proposal during DPA's preparatory stages of the proposals. The Union may request to meet with the DPA regarding these classification proposals. Such meetings shall be for the purpose of informally discussing the classification proposal and for the Union to provide input. Upon request, the DPA may furnish the Union with drafts of the proposed classification specifications.

B. The DPA shall notify and submit to the Union the final classification proposal at least twenty (20) workdays prior to the date the SPB is scheduled to adopt it.

C. If the Union requests in writing within ten (10) workdays of receipt of this notice, DPA shall meet with the Union to discuss the final proposal. If the Union does not respond to the notice or if the Union does not meet with DPA within five (5) workdays from their date of request, the classification proposal shall be deemed agreeable to the Union and be placed on SPB's Consent Calendar.

D. The DPA shall meet and confer, if requested in writing, within five (5) workdays from the date the SPB approved the classification change, regarding only the compensation provisions of the classification.

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

## 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 of 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 of 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 6.11.

8. Article 6, Section 6.11, "Formal Grievance – Step 4" 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 Duty Statement**

A. Departments shall provide each Unit 21 employee with a duty statement. Upon request, an employee who is transferred or reassigned on a permanent basis shall be provided a revised duty statement.

### **14.4 Classification and Salary Study**

The State and Bargaining Unit 21 agree to conduct a classification and salary study to result in recommendations for adoption through collective bargaining and the State Personnel Board. A joint committee consisting of an equal number of management and Union representatives shall be formed to make advisory recommendations. The study will be completed within 9 months after the Union ratifies the Bargaining Unit 21 Contract.

## **ARTICLE 15 - EMPLOYEE OPPORTUNITY TRANSFER**

### **15.1 Employee Opportunity Transfer**

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent full-time employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.

D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a 30 calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

## **15.2 Appeal of Involuntary Transfer**

A. An involuntary transfer which reasonably requires an employee to change his/her residence may be protested to the Department of Personnel Administration if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority of 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 away 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**

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

## **16.3 Alternative to Layoff**

A. 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 notice and meet and confer with the Union to seek concurrence of the usage of this alternative.



## 16.4 SROA Process

A. The State and the Union agree to reopen negotiations when the current revision of the State Restriction of Appointments (SROA) process is completed for the purpose of applying the new SROA provisions to Unit employees.

B. This Section does not apply to the exempt employees of the Special Schools of the Department of Education.

## ARTICLE 17 - RETIREMENT

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

A. The Union and the State (parties) agree that the legislation implementing this agreement 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

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
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 agreement 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 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.

## 17.5 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 purposed 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. 21547.5 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.

### **17.6 1959 Survivor's Benefits - Fifth Level**

A. Employees in Unit 21 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:

A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse	\$1,800.00
A spouse with one eligible child, or two eligible children not in the care of the spouse	\$1,500.00
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.

### **17.7 Enhanced Industrial Retirement**

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

## **17.8 Education Leave: Conversion at Retirement**

The State and the Union (parties) agree to support legislation implementing this agreement that would allow the conversion of educational leave into retirement service credit under the California Public Employees' Retirement System (CalPERS). Upon the retirement of an employee whose educational leave balance was not limited, as specified in Article 21.4, of this Article, all of the accrued hours of educational leave will be converted to CalPERS service. This conversion shall be at the same rate of conversion as is presently done with sick leave. The proposed legislative language follows:

### **Unused Education Leave for State Members.**

A State member, who is represented by Unit 21 and whose effective date of retirement is within four months of separation from employment of the State, shall be credited at his or her retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the board by the employer. The provisions of this section shall be effective for eligible State members who retire directly from State employment on and after January 1, 2000, provided a memorandum of understanding has been agreed on by the State employer and the recognized employee organization to become subject to this section.

## **17.9 Legislative Change**

The State and the Union mutually agree to support legislation to expand the provisions of Chapter 838, statutes of 1997 to include all State employees who are eligible for membership in both STRS and PERS.

# **ARTICLE 18 - PERMANENT INTERMITTENT APPOINTMENTS**

## **18.1 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.

B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.

C. Each department will endeavor to provide permanent intermittent employees reasonable advance notice of their work schedule.

D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of nonavailability not to exceed twelve months during which the employee may not be given a waiver. The period of nonavailability 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. A permanent intermittent employee in Bargaining Unit 21 who has completed 160 hours of paid employment will be eligible for 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 completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit with sick leave with pay subject to the following provisions:
- b. Both parties agree and understand that application of this Section may vary.
- c. Sick leave may be requested and taken in thirty (30) minute increments.
- d. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
- e. 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 in accordance with Section 8.8, 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. An 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, an 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 60 days from the end of the qualifying control period.

H. Health Benefits: A permanent intermittent employee will be eligible year 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 designated 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.

I. Vision Service Plan: A permanent intermittent employee will be eligible year for the State's Vision Service 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 designated 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 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 (PI) employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. PI's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI's choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six-month control period of January 1 through June 30 of the plan year in which they are enrolled. This Subsection is not grievable or arbitrable.

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

## **ARTICLE 19 - HOURS OF WORK AND OVERTIME**

### **19.1 Hours of Work**

A. Employees in Workweek Subgroup 4A required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:

1. Cash compensation shall be at one and one-half times the hourly rate.
2. Compensating time off shall be authorized at one and one-half (1.5) hours for each overtime hour worked.
3. Employees in classes assigned to WWG 4A shall be compensated for ordered overtime of at least one-quarter hour at any one time. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.



C. 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 785.41 of Title 29 of the Code of Federal Regulations.

D. No employee in a classification assigned to Work Week Group 4C shall have his/her salary reduced (docked) for absences of less than an entire day.

### **19.2 Call Back Time**

A. An employee in Workweek Group 2 who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four 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 hours after the completion of the work shift just completed. This does not include prescheduled overtime.

B. When such an employee is called back under these conditions within four 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 hours credit for the new call back.

C. When such an employee is called back within four 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 regularly scheduled on an employee's authorized day off, and the employee is required to attend, the employee shall receive call back compensation. When staff meetings and training sessions are regularly scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

E. For all pay and reporting purposes, compensating time begins when the employee reports to the job site.

### **19.3 Reduced Work Time**

Employees who voluntarily reduce their work time pursuant to the Reduced Worktime Act, shall have right of return to full-time employment pursuant to Government Code Section 19996.24 and Department of Personnel Administration Rule 599.836.

### **19.4 Shift Change**

A. Except in emergencies, the State shall provide 14 calendar days advance notice of permanent shift changes so that the employee has an opportunity to reschedule his/her obligations.

B. When a department has approved an educational program for an employee and subsequently requires the employee to change his/her shift, as defined above, the department will support the employee's claim for reimbursement of the nonrecoverable cost of tuition for the educational program, if the shift change requires the employee to discontinue the educational program.

#### **19.5 4C Work Week Group Policy (for FLSA-Exempt)**

State employees who are exempt 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 from the FLSA:

1. Management determines, consistent with the current MOU's, the products, services, and standards which must be met by FLSA-exempt employees.
2. The salary paid to FLSA-exempt employees is full compensation for all hours worked in providing the product of service.
3. FLSA-exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.
4. FLSA-exempt employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities.
5. Consistent with the services which management has determined must be provided, FLSA-exempt employees are to be given discretion in establishing their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts, must receive approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave) and for absences of one day or more, and must respond to directions from management to complete work assignments by specific deadlines.
6. Consistent with the salaried nature of FLSA-exempt employees, these employees:
  - a. Shall not be charged any paid leave for absences in less than whole day increments.
  - b. Shall not be docked for absences of less than a day.
  - c. Shall not be suspended for five days or less when facing discipline.
  - d. Shall not have absences of less than a day recorded for attendance, record keeping, or compensation purposes.
  - e. May be allowed, with approval of appointing power, absences with pay for one or more whole days due to excessive work load or other special circumstances.

### **19.5(a) Guidelines for Implementing 4C Work Week Group Policy**

The purpose of this document is to provide additional guidelines for both supervisor and the employee to assist them in implementing the 4C work week group policy as implemented on January 24, 1994.

Not discussed fully in the 4C policy is the essential need for ongoing communication between supervisor and employee. This is, of course, two way communication not merely one way. While no one can lay down absolute rules for how often supervisors and employees need to dialogue, they must do so frequently enough so that both are provided with information they need for each to fulfill their roles in completing work and achieving the mission and goals of the organization.

4C employees are not paid for time spent per se, but for work performed. It is therefore appropriate that the focus of the dialogue between supervisors and employees be primarily on what work is to be done, when it is to be completed, and perhaps, how it is to be completed. This includes, not only, specific work and products that have definite deadlines, but also ongoing functions such as interaction with or providing consultation to other employees. Generally, prescribing specific hours should not be necessary. The needs of those receiving consultation or advice and their availability, coupled with the other work requirements an employee has should indicate how these important needs can be met. This may be by a variety of methods and it may employ time frames that change from week to week, in some cases, while in others the time spent in providing consultation to colleagues, etc, may be fairly fixed and consistent.

As much as possible, the employee should be given flexibility in determining how and when this is done, provided that this function is being adequately taken care of. If an employee fails to fulfill this function, it may indicate the need for a more fixed schedule in terms of being available. It is important, also, that if work requirements and/or deadlines or other situations change, that the supervisor continue to inform the employee on a timely basis of such factors so that the employee is able to make whatever adjustments are necessary in terms of effort, time, and/or changing priorities to meet the changing expectations of the supervisor.

From the supervisor's point of view, it is important that the employee not only be diligent in working towards completion of various assignments, but also be diligent concerning providing the ongoing assistance and/or performance of his/her duties that may be necessary for the effective operation of the particular work unit. This means that as situations change or as work progresses, the supervisor needs to receive feedback from the employee on a fairly frequent basis, especially when any problems or change takes place that might require some adjustment in work, product, methodology, etc. It is also important in case changes occur that a supervisor must be able to communicate with an employee if needed. This makes it essential that employees are diligent in keeping their office informed of their whereabouts and their schedules. While it is not always possible, it should be done probably at least on a weekly basis. Where changes occur, these should be reported and the schedule adjusted accordingly. This does not necessarily mean the filling out of long detailed written schedules, in practically all cases, these are unnecessary. What is necessary is whatever it takes so that if a supervisor on Tuesday morning at 10 a.m. finds it essential to discuss an issue with an employee, that the employee's secretary or colleagues know the employee's schedule and how, if possible, he/she may be reached.

In the case of an employee's being at a doctor's appointment or in court or in a variety of other situations, the employee may not be reachable at a given time, but information should have been provided so that the supervisor knows when the employee will next either call in or be available for discussion. In some cases, arrangements which for example provide that the employee will be available during specific hours a given day may be useful in providing opportunities for either discussions with the supervisor and/or colleagues needing or providing assistance. These matters, of course, should all be discussed thoroughly by both supervisor and employee so there is a clear understanding of the expectations both have with regard to availability, completion of work assignments, etc.

You will note that in the paragraphs above, while times for consultation, etc. were discussed, there was little mention made of any sort of fixed hours or work schedule, except in the one hypothetical example in the last paragraph. This approach is in keeping with the 4C concept since it avoids the notion that the employee is required to work a fixed work schedule. This is, in fact, the basic concept of the 4C work week group policy and is what distinguishes it from work week group 2. Fixed work schedules that are not based on actual operational needs are not appropriate to the 4C policy. While it is true that the typical business hours of most State agencies and offices is from 8 to 5, Monday through Friday, this does not translate into requiring an 8 to 5 or other fixed schedule for all employees. While it may, in fact, be necessary for a particular 4C employee to generally work a schedule that appears to follow the 8 to 5 regime, this should only occur because the work being performed dictates such a schedule. If in fact the work need not be performed during those specific hours, there is no operational need to require those specific hours, or any other specific hours for that matter. Counting hours is antithetical to the 4C concept. Supervisors should be aware that it is not the time spent in the office, or even the time spent in the actual performance of duties that should be the subject of evaluation of an employee. Rather, the quality of work performed, the work product itself and the fulfillment of professional duties should be the focus of evaluation. If there are deficiencies in these areas, the corrective action/adverse action procedures should be followed.

If an employee is not available for consultation with other employees and is therefore not fulfilling that responsibility, that must be the focus of attention, not whether the employee is available during specific hours in the office. Employees need to be aware, however, that if they are not fulfilling their obligations in terms of consultation with other employees, etc. management does have the right to temporarily impose a more fixed work schedule in order to insure that these duties are being performed. If this becomes a matter of dispute, then outside help should be sought so that the difference of opinion can be resolved. Where this does not occur, the expedited dispute procedure which has been negotiated should be followed.

## **19.6 Arduous Pay Differential**

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 work week, 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 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.

## **ARTICLE 20 - CHILD CARE**

### **20.1 Work and Family Programs**

A. The parties agree that work and family programs have a positive impact on employee productivity and morale. These family-friendly initiatives are designed to improve education and family cohesiveness. They may include, but are not limited to child care/children's health, elder care, personnel system, leave and a variety of other programs.

B. The State employer agrees to identify alternatives to assist State employees in addressing family needs and encourage State employees to participate in work and family programs.

C. The State agrees to establish a State Labor-management Work and Family Advisory Committee with management and labor co-chairs. 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 recommendations for implementation of work and family programs by June 1, 2000. One management appointed employee and one Union employee shall serve the committee full-time until July 1, 2000.

D. The State employer agrees to establish a Work and Family Fund. On July 1, 2000, the State employer will appropriate \$5,000,000 funds to the Work and Family Fund. The purpose of this fund shall be to provide direct support to "Family Friendly" programs for State employees. The Work and Family Fund 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 Committee.

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

## **ARTICLE 21 - PROFESSIONAL ISSUES**

### **21.1 Professional Responsibility**

A. It is the State's policy to allow Unit 21 employees the exercise of professional judgment in their work including work methods, objectives, and hours.

B. Unit 21 employees shall exercise their professional judgment in their work including scheduling of work hours consistent with the fulfillment of professional responsibilities.

C. Both parties recognize that ultimate responsibility rests with management.

## **21.2 Recognition of Authorship**

The State employer shall recognize authorship of Unit 21 civil service employees involved in the writing of publications and preparation of electronic media presentations by identifying principal contributors and/or authors in said publications and presentations. In the event of disputes involving the identity of principal contributors or principal authorship, the department head or designee shall resolve such disputes.

## **21.3 Job Related Conferences and Conventions**

The State and the Union recognize that certain benefits accrue to the State and Unit 21 employees through in participation job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities as are of value to the State.

## **21.4 Educational Leave**

A. The department head or designee may approve educational leave with pay to attend or participate in educational or research programs at accredited schools, colleges, universities, or local educational agencies for the purposes of further instruction subjects related to the employee's work assignments and/or achievement of departmental goals.

1. Only Unit 21 employees in classifications listed in the attachment entitled "Educational Leave" are eligible under this provision.
2. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements and availability of an appropriate substitute.
3. Eligible employees must have at least one (1) year of permanent full-time service in a classification which accrues educational leave before being granted such leave.
4. Eligible employees will be credited with educational leave at a rate of 1 1/14 days per month. Portions of months of service shall not be counted or accumulated.
5. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
6. When an employee eligible for educational leave is granted time off in accordance with paragraph a., above, such time off shall be deducted from his/her educational leave balance.
7. When on educational leave, employees shall continue to be eligible for salary adjustments, and shall receive credit for vacation, sick leave, educational leave or any other benefit which would normally accrue during such work period.
8. The Department of Personnel Administration shall provide by rule for the regulation, accumulation, and transfer of educational leave, and shall prescribe methods by which employees leaving the employment of one State agency and entering the employment of another State agency may receive proper credit for their accumulated educational leave.

9. Requests under this Section shall not be unreasonably denied. A denial of educational leave may be appealed to step three of the grievance procedure, which shall be the final level of appeal.

10. An employee returning from educational leave shall have the right to return to his/her former position. The term "formal position" is defined in Government Code Section 18522.

11. Nothing in this section prevents the granting of educational leave on a part-time basis.

## **21.5 Nursing Education Consultants Continuing Education Leave for Licensure**

Nursing Education Consultants are entitled 16 hours of continuing education leave on State time per fiscal year to be used at the employee's discretion subject to operational needs and reasonable advance notice. This leave is noncumulative.

## **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. The terms of the Agreement shall go into effect upon ratification by both the Legislature and the Union and remain in full force and effect for two (2) years or through June 30, 2001, whichever is earlier.

B. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

## **ADDENDUMS, SIDELETTERS AND ATTACHMENTS**

### **ADDENDUM #1 - Employer-Paid Employee Retirement Contributions**

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in Bargaining Unit 21. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414(h)(2) is accomplished through reduction in wages pursuant to the provisions of this Article.

1. Definitions. Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

a. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 21 who make contributions to the State Teachers' Retirement System (STRS).

b. "Employee Contributions." The term "employee contributions" shall mean those contributions to the STRS which are deducted from the salary of employees and credited to individual employee's accounts.

c. "Employer." The term "employer" shall mean the State of California.

d. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 21 by the State of California as defined in the Internal Revenue Code and rules and regulation established by the Internal Revenue Service.

e. "Retirement System." The term "retirement system" shall mean the State Teachers' Retirement System as made applicable to the State of California under the provisions of the State Teachers' Retirement Law (California Education Code Section 2200, et seq.).

f. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

#### **2. PICK UP TO EMPLOYEE CONTRIBUTIONS**

a. Pursuant to the provisions of this Agreement, the Employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contribution in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

b. Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages of affected employees.

c. Employee contributions made by the Employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

d. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

### 3. WAGE ADJUSTMENT

Notwithstanding any provision in this Agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions thereof.

### 4. LIMITATIONS TO OPERABILITY

This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

### 5. NON-ARBITRABILITY

The parties agree that no provisions of this Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

### **SIDE LETTER A – Personal Leave Salary Reduction Program**

It is not the intent of the State to redirect savings from the personal leave/salary reduction program for the purpose of entering into IJE,VE or personal services contracts.

DPA agrees to meet with the Union and the affected department, at the Union's request, when there is a reason to believe the above intent has been violated.

### **SIDE LETTER B – Pre-retirement Death Continuation of Benefits Proposal**

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

19849.15 – notwithstanding any other provision of law, 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 exceed 120 days beginning in the month of the employee's death. The surviving spouse 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.

### **ATTACHMENT A - Educational Leave**

Assistant Consultant in Teacher Preparation

Community College Program Assistant I

Community College Program Assistant II

Consultant in Teacher Preparation (Examination and Research)

Consultant in Teacher Preparation (Program Evaluation and Research)

Education Research and Evaluation Assistant

Education Research and Evaluation Consultant

Postsecondary Education Specialist I

Postsecondary Education Specialist II

Postsecondary Education Specialist III

Specialist in Academic Planning and Development, California Community Colleges

Specialist in Agricultural Education, California Community Colleges

Specialist in Business Education, California Community Colleges

Specialist in Criminal Justice Education, California Community Colleges

Specialist in Employment and Certification, California Community Colleges

Specialist in Facilities Planning and Utilization, California Community Colleges

Specialist in Fiscal Planning and Administration, California Community Colleges

Specialist in General Vocational Education, California Community Colleges

Specialist in Health Occupations, California Community Colleges

Specialist in Homemaking Education, California Community Colleges

Specialist in Industrial Education, California Community Colleges

Specialist in Information Systems and Analysis, California Community Colleges

Specialist in Public Service Occupations, California Community Colleges

Specialist in Student Services Planning and Development, California Community Colleges

**ATTACHMENT B - Leave Hours For Reduced Time Bases**

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
¼	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
½	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
¾	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

# Salary Schedule

01/27/00 PDC1082C

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## 21 - EDUCATIONAL CONSULTANT AND LIBRARY

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WVG
ADAPTIVE DRIVER EVALUATION SPECIALIST, DEPARTMENT OF REHABILITATION								
	EJ20	2681		3431.00	4168.00	3568.00	4335.00	2
ADULT EDUCATION CONSULTANT								
	FD20	2732	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
AGRICULTURAL EDUCATION CONSULTANT								
	EN50	2513	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
AMERICAN INDIAN EDUCATION ASSISTANT								
	FG66	2718	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
			F	3075.83	3736.67	3199.17	3885.83	4C
			G	3714.17	4512.50	3862.50	4693.33	4C
AMERICAN INDIAN EDUCATION CONSULTANT								
	FG65	2719	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
ARCHIVIST I								
	BU30	2805	A	3307.00	4018.00	3439.00	4179.00	2
			F	2755.83	3348.67	2865.83	3482.50	2
ARCHIVIST II								
	BU40	2804	A	3795.00	4610.00	3947.00	4794.00	2
			F	3162.50	3841.67	3289.17	3995.00	2
ASSISTANT CONSULTANT IN TEACHER PREPARATION								
	EU70	2617	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
ASSISTANT FIELD REPRESENTATIVE, SCHOOL ADMINISTRATION								
	ER76	2589	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
ASSOCIATE IN POSTSECONDARY EDUCATION STUDIES								
	EL68	2566	A	3691.00	4484.00	3839.00	4663.00	4C

## 21 - EDUCATIONAL CONSULTANT AND LIBRARY

	SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		WWG
				MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
ASSOCIATE IN POSTSECONDARY EDUCATION STUDIES								
	EL68	2566	B	4457.00	5415.00	4635.00	5632.00	4C
ASSOCIATE VOCATIONAL EDUCATION ANALYST, CALIFORNIA ADOVISORYCOUNCIL FOR VOCATIONAL EDUCATION								
	EX51	2689	A	3684.00	4476.00	3831.00	4655.00	4C
			F	3070.00	3730.00	3192.50	3879.17	4C
AUDIO-VISUAL TECHNICIAN, CALIFORNIA MUSEUM OF SCIENCE AND INDUSTRY								
	FJ90	2821	A	2399.00	2915.00	2495.00	3032.00	2
			F	1999.17	2429.17	2079.17	2526.67	2
BILINGUAL/MIGRANT EDUCATION ASSISTANT								
	FG83	2750	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
BILINGUAL/MIGRANT EDUCATION CONSULTANT								
	FG80	2758	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
BUS DRIVER TRAINING PROGRAMS SPECIALIST								
	ET10	2683	A	4082.00	4959.00	4245.00	5157.50	4C
			F	3401.67	4132.50	3537.50	4297.50	4C
BUSINESS EDUCATION CONSULTANT								
	EN90	2517	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
CAREER-VOCATIONAL EDUCATION ASSISTANT								
	EQ61	2715	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
			F	3075.83	3736.67	3199.17	3885.83	4C
			G	3714.17	4512.50	3862.50	4693.33	4C
CAREER-VOCATIONAL EDUCATION CONSULTANT								
	EQ58	2722	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
CHILD DEVELOPMENT ASSISTANT								
	FB65	2837	A	3691.00	4484.00	3839.00	4663.00	4C

## 21 - EDUCATIONAL CONSULTANT AND LIBRARY

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WNG
CHILD DEVELOPMENT ASSISTANT								
	FB65	2837	B	4457.00	5415.00	4635.00	5632.00	4C
			F	3075.83	3736.67	3199.17	3885.83	4C
			G	3714.17	4512.50	3862.50	4693.33	4C
CHILD DEVELOPMENT CONSULTANT								
	FB64	2834	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
COMMUNITY COLLEGE PROGRAM ASSISTANT I								
	EM25	2549		3691.00	4484.00	3839.00	4663.00	2
COMMUNITY COLLEGE PROGRAM ASSISTANT II								
	EM30	2550		4457.00	5415.00	4635.00	5632.00	4C
COMPENSATORY EDUCATION CONSULTANT								
	FH90	2782	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
CONSULTANT IN INTERGROUP RELATIONS								
	EW20	2634	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
CONSULTANT IN MATHEMATICS EDUCATION								
	EU20	2616	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
CONSULTANT IN PHYSICAL EDUCATION								
	FG30	2769	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
CONSULTANT IN PUPIL PERSONNEL SERVICES								
	FG60	2774	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
CONSULTANT IN TEACHER PREPARATION (EXAMINATIONS AND RESEARCH)								
	EU75	2618		4898.00	5951.00	5094.00	6189.00	4C



## 21 - EDUCATIONAL CONSULTANT AND LIBRARY

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WWG
CONSULTANT IN TEACHER PREPARATION (PROGRAM EVALUATION AND RESEARCH)								
	EU80	2635		4898.00	5951.00	5094.00	6189.00	4C
EDUCATION FISCAL SERVICES ASSISTANT								
	ER50	2897	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
EDUCATION FISCAL SERVICES CONSULTANT								
	ER51	2898		4898.00	5951.00	5094.00	6189.00	4C
EDUCATION PROGRAMS ASSISTANT								
	ER95	2655	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
EDUCATION PROGRAMS CONSULTANT								
	ER90	2656	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
EDUCATION PROJECT ASSISTANT I -VARIOUS PROJECTS-								
	EY30	2654	A	3365.00	4089.00	3500.00	4253.00	2
			F	2804.17	3407.50	2916.67	3544.17	2
EDUCATION PROJECT ASSISTANT II -VARIOUS PROJECTS-								
	EY20	2653	A	4061.00	4934.00	4223.00	5131.00	2
			F	3384.17	4111.67	3519.17	4275.83	2
EDUCATION PROJECT SPECIALIST I -VARIOUS PROJECTS-								
	EY10	2652	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
EDUCATION RESEARCH AND EVALUATION ASSISTANT								
	EX10	2642	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
EDUCATION RESEARCH AND EVALUATION CONSULTANT								
	EX20	2643	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C

## 21 - EDUCATIONAL CONSULTANT AND LIBRARY

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WVG
FIELD REPRESENTATIVE, SCHOOL ADMINISTRATION (SPECIALIST)								
	ER80	2573		4898.00	5951.00	5094.00	6189.00	4C
HEALTH CAREERS EDUCATION CONSULTANT								
	E020	2514		4898.00	5951.00	5094.00	6189.00	4C
HOME ECONOMICS EDUCATION CONSULTANT								
	E050	2520	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
INDUSTRIAL AND TECHNOLOGY EDUCATION CONSULTANT								
	E090	2524	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
LIBRARIAN								
	FM50	2951	A	3589.00	4361.00	3193.00	3880.00	2
			F	2990.83	3634.17	2660.83	3233.33	2
LIBRARY PROGRAMS CONSULTANT								
	FM65	2958	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4949.17	4245.00	5147.00	4C
MARITIME VOCATIONAL INSTRUCTOR I								
	QU10	6976	A	2732.00	3319.00	2841.00	3452.00	2
			B	3117.00	3788.00	3242.00	3940.00	2
			C	3193.00	3879.00	3321.00	4034.00	2
			F	2660.83	3232.50	2368.00	2876.67	2
MARITIME VOCATIONAL INSTRUCTOR II								
	QU20	6978	A	2855.00	3468.00	2969.00	3607.00	2
			B	3257.00	3957.00	3387.00	4115.00	2
			C	3336.00	4053.00	3469.00	4215.00	2
			F	2780.00	3377.50	2474.17	3005.83	2
MARITIME VOCATIONAL INSTRUCTOR III								
	QU30	6979	A	3330.00	4046.00	3463.00	4208.00	2
			B	3799.00	4617.00	3951.00	4802.00	2
			C	3892.00	4729.00	4048.00	4918.00	2
			F	3243.33	3940.83	2885.83	3506.67	2

## 21 - EDUCATIONAL CONSULTANT AND LIBRARY

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WVG
NURSING EDUCATION CONSULTANT								
	TN20	8250		4932.00	5951.00	5129.00	6189.00	4C
NUTRITION EDUCATION ASSISTANT								
	FG45	2260	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
			F	3075.83	3736.67	3199.17	3885.83	4C
			G	3714.17	4512.50	3862.50	4693.33	4C
NUTRITION EDUCATION CONSULTANT								
	FG50	2261	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
PRIVATE POSTSECONDARY EDUCATION SENIOR SPECIALIST								
	EK20	2743		4898.00	5951.00	5094.00	6189.00	4C
PRIVATE POSTSECONDARY EDUCATION SPECIALIST								
	EK10	2742	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
SCHOOL HEALTH EDUCATION ASSISTANT								
	FG41	2773	A	3691.00	4484.00	3839.00	4663.00	4C
			B	4457.00	5415.00	4635.00	5632.00	4C
			F	3075.83	3736.67	3199.17	3885.83	4C
			G	3714.17	4512.50	3862.50	4693.33	4C
SCHOOL HEALTH EDUCATION CONSULTANT								
	FG40	2772	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
SENIOR ASSOCIATE IN POSTSECONDARY EDUCATION STUDIES								
	EL70	2506		4898.00	5951.00	5094.00	6189.00	4C
SENIOR LIBRARIAN								
	FM41	2943	A	3903.00	4741.00	4059.00	4931.00	2
			F	2560.00	3111.67	2662.00	3236.00	2
SPECIAL EDUCATION ASSISTANT								
	FF59	2754	A	3691.00	4484.00	3839.00	4663.00	4C

## 21 - EDUCATIONAL CONSULTANT AND LIBRARY

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WWG
SPECIAL EDUCATION ASSISTANT								
	FF59	2754	B	4457.00	5415.00	4635.00	5632.00	4C
			F	3075.83	3736.67	3199.17	3885.83	4C
			G	3714.17	4512.50	3862.50	4693.33	4C
SPECIAL EDUCATION CONSULTANT								
	FF60	2764	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
SPECIALIST IN ACADEMIC PLANNING AND DEVELOPMENT, CALIFORNIA COMMUNITY COLLEGES								
	EM51	2539		4898.00	5951.00	5094.00	6189.00	4C
SPECIALIST IN AGRICULTURAL EDUCATION CALIFORNIA COMMUNITY COLLEGES								
	EM85	2530	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
SPECIALIST IN BUSINESS EDUCATION CALIFORNIA COMMUNITY COLLEGES								
	EM87	2531	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
SPECIALIST IN CRIMINAL JUSTICE EDUCATION CALIFORNIA COMMUNITY COLLEGES								
	EM89	2540	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
SPECIALIST IN EMPLOYMENT AND CERTIFICATION, CALIFORNIA COMMUNITY COLLEGES								
	EM54	2544		4898.00	5951.00	5094.00	6189.00	4C
SPECIALIST IN FACILITIES PLANNING AND UTILIZATION CALIFORNIA COMMUNITY COLLEGES								
	EM70	2500	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C
SPECIALIST IN FISCAL PLANNING AND ADMINISTRATION, CALIFORNIA COMMUNITY COLLEGES								
	EM82	2525		4898.00	5951.00	5094.00	6189.00	4C
SPECIALIST IN GENERAL VOCATIONAL EDUCATION CALIFORNIA COMMUNITY COLLEGES								
	EM91	2458	A	4898.00	5951.00	5094.00	6189.00	4C
			F	4081.67	4959.17	4245.00	5157.50	4C

## 21 - EDUCATIONAL CONSULTANT AND LIBRARY

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		WWG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
SPECIALIST IN HEALTH OCCUPATIONS CALIFORNIA COMMUNITY COLLEGES							
EM93	2535	A	4898.00	5951.00	5094.00	6189.00	4C
		F	4081.67	4959.17	4245.00	5157.50	4C
SPECIALIST IN HOME MAKING EDUCATION CALIFORNIA COMMUNITY COLLEGES							
EM95	2465	A	4898.00	5951.00	5094.00	6189.00	4C
		F	4081.67	4959.17	4245.00	5157.50	4C
SPECIALIST IN INDUSTRIAL EDUCATION CALIFORNIA COMMUNITY COLLEGES							
EM97	2534	A	4898.00	5951.00	5094.00	6189.00	4C
		F	4081.67	4959.17	4245.00	5257.50	4C
SPECIALIST IN INFORMATION SYSTEMS AND ANALYSIS, CALIFORNIA COMMUNITY COLLEGES							
EM55	2551		4898.00	5951.00	5094.00	6189.00	4C
SPECIALIST IN LIBRARY PLANNING AND DEVELOPMENT, CALIFORNIA COMMUNITY COLLEGES							
EM71	2560	A	4898.00	5951.00	5094.00	6189.00	4C
		F	4081.67	4959.17	4245.00	5157.50	4C
SPECIALIST IN PUBLIC SERVICE OCCUPATIONS CALIFORNIA COMMUNITY COLLEGES							
EM99	2547	A	4898.00	5951.00	5094.00	6189.00	4C
		F	4081.67	4959.17	4245.00	5157.50	4C
SPECIALIST IN STUDENT SERVICES PLANNING AND DEVELOPMENT, CALIFORNIA COMMUNITY COLLEGES							
EM63	2565		4898.00	5951.00	5094.00	6189.00	4C
TEXTBOOK CONSULTANT							
ES60	2594	A	4898.00	5951.00	5094.00	6189.00	4C
		F	4081.67	4959.17	4245.00	5157.50	4C
VOCATIONAL EDUCATION GENDER EQUITY CONSULTANT							
EQ70	2620	A	4898.00	5951.00	5094.00	6189.00	4C
		F	4081.67	4959.17	4245.00	5157.50	4C

**Signature Page**