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### Title

Agreement between the California State Employees Association (CSEA), Bargaining Unit 14 Printing Trades and the State of California, 1999-2001

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California State Employees Association (CSEA), Bargaining Unit 14 Printing Trades

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**IDnum** 118      **Language** English      **Country** United States      **State** CA

**Union** CSEA (California State Employees Association)

**Local** Local 1000

Occupations Represented
Bookbinders and bindery workers
Prepress technicians and workers
Printing machine operators

**Bargaining Agency** State of California

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 1999      **EndYear** 2001

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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 14**  
**PRINTING TRADES**

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

**CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)  
 BARGAINING UNIT 14  
 PRINTING TRADES**

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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, Local 1000, SEIU, AFL/CIO, CLC, hereinafter referred to as the CSEA Local 1000 or the Union, 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.

## **ARTICLE 1 - RECOGNITION**

### **1.1 Recognition**

A. Pursuant to Public Employment Relations Board decision S-SR-14, the State recognizes the California State Employees' Association, Local 1000, SEIU, AFL/CIO, CLC as the exclusive representative for Printing Trades Bargaining Unit 14, hereinafter referred to as Unit 14. Unit 14 consists of all job classifications listed by title in Attachment D attached hereto and incorporated by reference as a part of this Contract.

B. Pursuant to Government Code Sections 19815.4 and 3517, California State Employees' Association, AFL-CIO, SEIU 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 the contract.

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

### **2.1 Steward Designation**

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

1. The administration of this contract;
2. Employee discipline cases;
3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board;
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 denial of reasonable accommodation.



## 8. Statutory appeal hearings

B. A written list of Union stewards, broken down by units within each individual department and designated area of primary responsibility, 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. A Union steward's "area of primary responsibility" is meant to mean institution, office or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of primary responsibility for several small offices, departments or buildings within close proximity. Disputes regarding his section may be appealed directly to the second step of the grievance procedure.

### 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 2.1A 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. The department head or designee may restrict access to certain work sites or areas for reasons of safety, or security; however, where access is restricted, other reasonable accommodations shall be made.

### 2.3 Use of State Phones

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.

### 2.4 Distribution of Literature

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 installed at reasonable locations. 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 periods, distribute Union literature in non-work areas.

C. The Union may continue to use existing employee mailboxes for distribution of literature.

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 the State electronic communications system, when said equipment is available and utilized as a normal part of the employee's duties, for communication about employee organization activities as those departments permit for other non-business purposes. Use of the electronic communication system will not interfere with the operations of the State nor involve mass distribution of information or materials.

F. Such information will be distributed to Departmental employees based on the Department's policies and procedures in distributing other non-business information. If required by the department, such information will be provided to a departmental designee in a hard copy format.

G. Employees may post a union poster in their work areas on a wall or partition provided that permanent damage is not done to such wall or partition. Said poster must be no larger than 12 inches by 18 inches. Such posters must not interfere with work, may not be posted in public contact areas, nor may they be attached to State equipment. The parties recognize that some buildings are leased by the State and that such leasor policies may preclude any personal posting. Nothing in this agreement will be interpreted to contravene such prohibitions.

## **2.5 Use of State Facilities**

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

## **2.6 Steward Time Off**

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 2.1A of this contract, provided the employee represented is in the steward's department and designated area of primary responsibility. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor.

## **2.7 Employee Time Off**

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

## **2.8 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 stewards because of the exercise of any rights given by this contract or the Ralph C. Dills Act.

## **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 CSEA Local 1000 is the recognized employee organization for the employee in said classification. The State shall present the employee with a copy of the current Contract as well as a packet of information, agreed to by the parties, both of which have been supplied by CSEA Local 1000.

The packet of information provided by CSEA shall include a pre-addressed, stamped postcard that the hiring State agency shall use to notify CSEA of a new appointment to Bargaining Unit 14 and as confirmation that the newly-appointed employee has been provided with the union information packet.

## **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 at the work site, for 15 minutes during normal working hours for orientation of the Contract and the Union.

# **ARTICLE 3 - ORGANIZATIONAL SECURITY**

## **3.1 Union Security**

A. The State agrees to deduct and transmit to CSEA, Local 1000 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, when the State Controller's Office develops the appropriate systems, deduct and transmit to the Union Fair Share fees from State employees in Unit 14 who do not have membership dues deductions for CSEA, Local 1000, based upon an amount or formula furnished by CSEA for Fair Share fees deductions. The State further agrees to recalculate, deduct and transmit Fair Share fees to CSEA based upon any revised amounts or formulas furnished by CSEA for Fair Share fees deductions during the term of this agreement. The State and CSEA, Local 1000 agree that a system of authorized dues deductions and a system of Fair Share 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. The State and the Union agree that if a Fair Share rescission election is conducted in Unit 14 pursuant to Government Code Section 3515.7(d), a majority of members of the unit, shall determine whether the Fair Share deductions shall continue. In the event Fair Share is rescinded, the written authorization for union dues deduction shall remain in full force and effect, to and including the expiration date of this Contract; provided, however, that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller within 30 calendar days prior to the expiration of this Contract.
2. An employee in Unit 14 may only withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller. An employee who so withdraws his or her membership shall be subject to paying a Fair Share fee if such a fee is applicable to Unit 14.
3. The Union agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Section and the deductions arising therefrom.
4. The Union agrees to annually notify all State employees in Unit 14 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.
5. No provision of this Section nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this contract.

### **3.2 Home Addresses**

#### **A. Home Addresses - Generally**

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

#### **B. Home Address Withholding**

Effective one-month following ratification of this Contract by both parties, the State will no longer use an Employee Action Request form that provides Unit 14 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 14 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 14 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 14 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 Reimbursement

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.

### **3.3 Union Label**

The State shall display the Bargaining Unit 14, Printing and Allied Trades, union label on printed or copied material when the work has been performed by a Unit 14 employee. This shall include all documents printed, or copied in-house by Bargaining Unit 14 members, or documents produced by the Office of State Publishing. Agency printing requests to the Office of State publishing will also include that the union label be appropriately displayed. The Union agrees to provide the label to work locations where necessary to comply with such requests. Failure of the Union to provide the label shall not interfere with or delay the timely production of printed material.

B. All documents printed "in-house" refers to those items printed utilizing members of Bargaining Unit 14, Printing and Allied Trades: If an item is not printed or copied by a Unit 14 member, then the item shall not carry the union label.

C. Where the services are unavailable through state services and a job must be contracted out by individual State agencies or the Office of State Publishing, unionized printing vendors will be required to display the appropriate union label on the printed product.

D. Upon ratification of this agreement, all departments will take all necessary steps to remove union labels from computer hard drives. This is to ensure that the union label is appropriately used by Bargaining Unit 14 members only.

F. The union label to be displayed is represented by the symbol that follows:

### **3.4 Work Assignments**

When operational needs (e.g. turnaround times, lack of specialized equipment, or cost considerations) do not compel the State to do otherwise, to the extent possible, printing and related services shall be performed by Bargaining Unit 14 employees.

## **ARTICLE 4 - STATE RIGHTS**

### **4.1 State Rights**

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

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

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

## **ARTICLE 5 - GENERAL PROVISIONS**

### **5.1 No Strike**

A. During the term of this Agreement, neither the Union nor its agents nor any Bargaining Unit 14 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 Agreement 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 CSEA Local 1000 concurrence.

### **5.4 Savings Clause**

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

### **5.5 Reprisals**

The State and the CSEA Local 1000 shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this contract. The principles of agency shall be liberally construed.

## 5.6 Supersession

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

### A. Government Code Sections

#### 1. General

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

#### 2. Step Increases

- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two (2) 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. Provides that absence of an employee for a work-incurred  
4 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 on disability more than fourteen (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**

- 20750.1 Provides for employer contributions.  
1
- 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 forty (40) hour workweek and eight (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 twelve (12) calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the

appointing power to administer and enforce them.

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

## **12. Deferred Compensation**

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

## **13. Relocation Expenses**

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

## **14. Travel Expenses**

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

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

## **15. Unpaid Leaves of Absence**

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

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

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

## **16. Performance Reports**

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

## **17. Involuntary Transfers**

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

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

19994.2 Allows seniority to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence.

## **18. Demotion and Layoff**

19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Sub-divisional 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.
- 19997.1 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.1 Establishes reemployment lists for laid-off or demoted employees.
- 19997.1 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.1 Requires thirty (30) day written notice prior to layoff and not more than sixty (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.

#### **19. Incompatible Activities**

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

#### **20. Training**

- 19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.
- 19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

### **5.7 Labor/Management Committee-OSP**

The Department of General Services, Office of State Publishing (OSP) agrees to establish a Joint Labor/Management Committee to discuss issues of concern to the Union and/or OSP. The Committee shall be administered under the following provisions:

1. The Committee shall be advisory in nature and provide recommendations to the State Printer, OSP, and the Union.
2. The Committee shall be composed of three (3) management representatives and three (3) labor representatives. The management representatives shall be selected by the State Printer, and the labor representatives shall be selected by the Union. Additional representatives (management or labor) may be temporarily added by mutual agreement contingent on the issues being discussed and the information needs of the Committee.
3. OSP labor representatives shall serve without loss of compensation.
4. Meeting schedules shall be mutually agreed upon subject to operational needs of OSP.
5. The Committee will meet to consider issues, including but not limited to, training needs of bargaining unit 14 employees, complaints, potential policy and procedure changes, safety and productivity improvement measures.

## **ARTICLE 6 - GRIEVANCE AND ARBITRATION**

### **6.1 Grievance and Arbitration Procedure**

#### A. Purpose

1. This grievance procedure shall be used to process and resolve grievances and complaints arising under this Agreement.
2. The purposes of this procedure are:
  - a. To resolve grievances and complaints informally at the lowest possible level.
  - b. To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

#### B. Definitions

1. A grievance is a dispute of one or more employees or a dispute between CSEA and the State involving the interpretation, application or enforcement of the provisions of this Agreement, or involving a law, policy or procedure concerning employment-related matters not covered in this Agreement and not under the jurisdiction of the State Personnel Board (SPB).
2. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.
3. As used in this procedure, the term "party" means CSEA, an employee or the State.
4. A "CSEA representative" refers to an employee designated as a CSEA steward or a paid staff representative.

5. Regarding timeliness: Should questions arise with regard to the timely filing of a grievance, such disputes shall be resolved by reliance upon the postmark. As to timeliness of the employer's response at each step of the grievance process, it is understood that the employer's timeframe begins upon date of receipt

C. Waiver of Time Limits/Steps

Any level of review or any time limit established in this procedure may be waived or extended by mutual agreement of the State's representative and CSEA's representative. Beginning with any formal level, if the employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

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.

#### D. Presentation

At any step of the grievance procedure the parties, by mutual agreement, may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a CSEA employee representative or both may attend without loss of compensation. All parties recognize that it is mutually beneficial to resolve disputes as informally as possible. When informal resolution is not possible, a formal grievance may be filed.

#### E. FORMAL GRIEVANCE – STEP 1

1. A formal grievance may be filed no later than twenty-one (21) calendar days after the event or circumstances occasioning the grievance or after knowledge of same reasonably should have been acquired.
2. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated local manager identified by each department head as the first formal level of appeal. Said grievance shall include a statement as to the specific contract sections that were allegedly violated, the date of the alleged violation, the specific acts causing the alleged violation, and the specific remedy or remedies being sought.
3. Within twenty-one (21) calendar days after the formal grievance is received by the person designated by the department head as the first level of appeal, this designated person shall respond in writing to the grievance.
4. No agreement, 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 Agreement.

#### F. FORMAL GRIEVANCE – STEP 2

1. 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 the Director or his/her designee as the second level of appeal.
2. Within fourteen (14) calendar days after receipt of the appeal, the Department head or designee as the second level of appeal shall respond in writing to the grievance.

#### G. FORMAL GRIEVANCE – STEP 3

1. Only those grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to DPA. For all other grievances, the Departmental Director or his/her designee is the final level of review.
2. If the grievant is not satisfied with the decision rendered at Step 2 the grievant may appeal the decision within fourteen (14) calendar days to the Director of DPA or designee.
3. Within fourteen (14) calendar days after the appeal, the Director of DPA or designee shall respond in writing to the grievance.



## H. Reconsideration

By mutual agreement, the grievance may revert to a prior level for reconsideration.

## I. Arbitration

1. Only grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to binding arbitration.
2. If the grievance is not resolved, within fourteen (14) calendar days, CSEA shall have the right to submit the grievance to arbitration. After receipt of the Union's written request to proceed to arbitration, the State shall have thirty (30) calendar days to review the case and if necessary and 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 seven (7) arbitrators from which the State and Union shall alternately strike names until one name remains and this person shall be the arbitrator
3. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. The cost of arbitration shall be borne equally between the parties.
5. An arbitrator may, upon request of CSEA 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.

The arbitrator shall not have the power to add to, subtract from or modify this contract. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

## 6.2 Health and Safety Grievances

A. When an employee or CSEA in good faith believes that the employee is being required to work where a clear and present danger exists, the supervisor will be so notified. ("Clear and present danger" is defined as any situation, event, or condition, which would cause a reasonable person to fear death, dismemberment, or serious bodily injury.) The supervisor will immediately investigate the situation, discuss the matter with a higher level of management or a department safety officer and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with assigned duties. In the event that a higher level of management or a department safety officer are not available and the supervisor determines that an immediate decision is required, the supervisor will exercise reasonable judgment in determining a proper course of action. If CSEA or the employee still believes the unsafe conditions exist, CSEA or the employee may file a formal grievance. For health and safety grievances, the employer will respond within ten (10) calendar days at level 1 and within five (5) calendar days at level 2.

B. If the grievance is not resolved at the department level of appeal, CSEA shall have the right to submit the grievance to binding arbitration in accordance with the provisions articulated above. The selection of the arbitrator shall be in accordance with the above and the case must be before an arbitrator within twenty (20) calendar days.

### **6.3 AWOL Separation**

A. An employee separated, pursuant to California government code Section 19996.2 (the AWOL statute), shall be afforded a *Coleman* hearing by his/her Appointing Authority within ten (10) work days after service of the notice of separation. The date of service is either the date of personal service or the date of the mailing of the notice. Neither a failure to afford a *Coleman* hearing nor the decision of the *Coleman* officer shall be subject to the grievance and arbitration procedure of the collective bargaining agreement.

B. Request for reinstatement after AWOL separation shall be handled solely through the grievance and arbitration procedure of the collective bargaining agreement, beginning at the second step (Director Level).

C. If a request for reinstatement goes to arbitration, the arbitrator's authority shall be limited to deciding the following: (1) whether the employee has a satisfactory explanation for his/her absence; (2) whether the employee has a satisfactory explanation for failing to obtain leave; and (3) whether the employee is ready, willing, and able to return to work, and/or, if not, whether the employee has leave from his/her Appointing Authority to be absent.

D. The arbitrator may order reinstatement only if the employee establishes satisfactory reasons for the absence and the failure to obtain leave and if he/she is ready, willing, and able to return to work or has leave to be absent. If the employee is reinstated, back pay may be awarded.

## **ARTICLE 7 - HOLIDAYS**

### **7.1 Holidays**

A. All full-time employees shall be entitled to such holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

B. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25.

C. Every full-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July.

D. The department head or designee may require five (5) days' advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday; or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis. Employees shall not be allowed to carry over or cash out more than two (2) personal holidays in any fiscal year.

E. The department head or designee shall attempt to grant an employee the use of his/her personal holiday on the day of his/her choice subject to operational need.

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

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

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

I. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.

J. 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 DPA rules.

## **ARTICLE 8 - LEAVES**

### **8.1 Vacation Leave**

A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of 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 monthly pay period as follows:

7 months to 3 years.....	7 hours per month
37 months to 10 years.....	10 hours per month
121 months to 15 years.....	12 hours per month
181 months to 20 years.....	13 hours per month
20 years and over.....	14 hours per month

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

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under item a. above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

C. Employees working less than full-time accrue vacation in accordance with the applicable DPA rules and the chart shown below.

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

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	15	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

D. 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 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued vacation hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.

E. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.

F. The time when vacation shall be taken by the employee shall be determined by the department head or designee. In so doing the department head or designee will attempt to grant an employee the use of his/her vacation on the day(s) of his/her choice subject to operational needs.

G. By June 1 of each calendar year those employees whose vacation balance exceeds, or could exceed by December 31, the vacation cap of Article 8.1(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).

H. Except where operational needs require otherwise, employees shall be entitled to use their vacation credits at the time of their choice. Requests for use of vacation credits shall not be unreasonably denied. Where two or more employees request the same vacation time and the department head or designee cannot grant the vacation time to all employees requesting it, vacation requests shall be granted in order of seniority. Seniority for the purposes of this subsection is total State service as used to calculate vacation accrual rates.

1. A vacation schedule shall be established for employees by shift at each work location on a semi-annual basis, and distributed to all employees prior to the start of the semi-annual period. During the first quarter of the sixty (60) calendar day period just prior to the semi-annual period, each employee shall designate the vacation time(s) he/she desires. The supervisor shall ensure that any conflicts are resolved during the second quarter of the sixty (60) calendar day period.

2. Vacation requests made after the vacation schedule has been posted may be granted on a first-come, first-served basis provided there is no interference with the scheduled vacations.

Each department head or designee will make every effort to act on vacation requests in a timely manner.

J. Vacation will be canceled only when operational needs require it.

K. Unit I4 employees are authorized to use existing fractional vacation hours that may have been accumulated.

L. Vacation credits may be taken in fifteen (15) minute increments.

## **8.2 Annual Leave Program**

A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from date of enrollment.

B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

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

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

C. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609. Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.

G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection e., the department may order the employee to take annual leave.

H. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.

I. Each department head or designee will make every effort to act on annual leave requests in a timely manner.

J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.3, Sick Leave, of this Agreement.

K. The enhanced non-industrial disability insurance (ENDI) in Section 9.14 applies only to those in the annual leave program described above in this Section.

L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).



**Chart for Computing Leave and Holiday Credit  
for All Fractional Time Base Employees**

Monthly Leave Accrual Rates						
Time Base	Annual					Holiday Credit
	11	14	16	17	18	
Full Time						8
1/5	2.20	2.80	3.20	3.40	3.60	1.60
2/5	4.40	5.60	6.40	6.80	7.20	3.20
3/5	6.60	8.40	9.60	10.20	10.80	4.80
4/5	8.80	11.20	12.80	13.60	14.40	6.40
1/8	1.38	1.75	2.00	2.13	2.25	1.00
1/4	2.75	3.50	4.00	4.25	4.50	2.00
3/8	4.13	5.25	6.00	6.38	6.75	3.00
½	5.50	7.00	8.00	8.50	9.00	4.00
5/8	6.88	8.75	10.00	10.63	11.25	5.00
3/4	8.25	10.50	12.00	12.75	13.50	6.00
7/8	9.63	12.25	14.00	14.88	15.75	7.00
1/10	1.10	1.40	1.60	1.70	1.80	0.80
3/10	3.30	4.20	4.80	5.10	5.40	2.40
7/10	7.70	9.80	11.20	11.90	12.60	5.60
9/10	9.90	12.60	14.40	15.30	16.20	7.20

**8.3 Sick Leave**

A. As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury, including illness or injury relating to pregnancy.
2. Exposure to a contagious disease which is determined by a physician to require absence from work.
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to five (5) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee in Bargaining Unit 14 shall earn eight (8) hours of credit for sick leave with pay.

C. Credit for less than full-time employees shall be computed as follows:

1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro-rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in 8.1C.

2. Multiple positions under this rule:

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

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

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

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

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

F. Sick leave may be accumulated without limit.

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

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

I. When 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.

#### **8.4 Bereavement Leave**

A department head or designee shall authorize bereavement leave with pay for a permanent full-time State employee due to the death of his/her parent, step parent, 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 employees 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, 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 four hundred (400) miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.

D. Employees may utilize their vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in (A) or time required due to the death of other relatives not listed in (A) above. Sick leave may be utilized for bereavement leave in accordance with the provision of sick leave in Article 8.3.

E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro-rata basis, based on the employees' fractional time base. (See chart in 8.1 c.)

## 8.5 Parental/Adoption Leave

A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom, care for the newborn child, or for her adoption of a child for a period not to exceed one (1) year.

The employee shall provide medical/legal substantiation to support her request for parental/adoption 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/adoption of the child. Any changes to leave, once approved, are permissive and subject to the approval of the department head or designee.

B. A male spouse or male parent, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his newborn child or for his adoption of a child. The employee shall provide medical/legal substantiation to support his request for parental/adoption 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/adoption of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

C. If the request for parental/adoption leave is made more than 30 calendar days after the birth/adoption 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/adoption leave, she/he shall be allowed to continue his/her health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate the employee will pay will be the group rate.

## 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 member, 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 at the discretion of the affected department head or designee in accordance with the following:

1. 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.
2. 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.
3. 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.
4. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.

5. Employees on a union leave shall suffer no loss of compensation or benefits.
6. 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.
7. 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.
8. 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, 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.

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) work days 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 any necessary travel time.
- 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. In department work units with multiple shift operations, employees on a graveyard or swing shift may be reassigned to day shift for the duration of the jury duty and employees on the day shift may be reassigned to the swing or graveyard shift (if the work unit has a swing or graveyard shift) during their assignment to night jury duty.
- F. 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, paragraph c. and d. apply.

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

- A. Whenever a Unit 14 employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.
- B. This action shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.
- C. Upon request, an employee may be placed on a work shift coinciding with the time he/she is required to be available as a witness if the employee's work shift is different.

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

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two (2) working days) notice to his/her supervisor. Reasonable time off shall include time to wash up or shower and change clothes at or within close proximity of the worksite and travel to and from the examination site. For the purposes of this Section, hiring interviews for individuals certified from employment lists 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 shift other than day shift on the day of an SPB examination.

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

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

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

All employees covered by this contract shall, upon transfer in State service, transfer with all accumulated vacation and sick leave credits.

### **8.13 Catastrophic Leave and Natural Disaster Leaves**

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

A. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse, child or parent, or when the receiving employee faces financial hardship due to the effect of the natural disaster on the employees principal residence.

B. The receiving employee has exhausted all leave credits.

C. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation.

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

E. 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 received may be six months.

F. Notice of donations shall be date/time stamped by the receiving department and utilized in the order that they are received.

G. A catastrophic leave donation is not a completed transaction until the donation has been used by the employee.

H. In cases of natural disasters where the Governor has declared a state of emergency, employees living in the area of the declared emergency and who have suffered damage to their principle residence my be eligible for catastrophic natural disaster leave donation consistent with sections A through G above except that the employees need not have exhausted sick leave credits.

I. If consistent with any other provision of this agreement or lawful change of policy, donors of leave which is not used in accordance with the above shall have the options of:

1. Allowing the donee to keep the contribution against future need, or
2. Accepting their balances back.

J. Donations shall be made on a form to be supplied by the State, signed by donating employee, and verified by the donating department. These donations are irrevocable once used by the receiving employee.

K. This section is not subject to the grievance and arbitration article of the Contract.

#### **8.14 Personal Leave**

A. Personal leave on an employee's leave account shall be requested and used by the employee in the same manner as vacation. Requests to use personal leave must be submitted in accordance with departmental policies on vacation.

B. Upon permanent separation from State employment, an employee shall be paid for unused personal leave credits in the same manner as vacation.

C. Nothing in this section precludes the employer from offering a cash out program for all or a portion of unused personal leave. Personal leave credits shall be cashed out at the employee's salary rate at the time the personal leave payment is made. Cash out programs, if offered, may differ from department to department and employee to employee.

#### **8.15 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 Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) referred to collectively as "FMLA." The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, or parent who has a serious health condition, and/or for the birth or adoption of a child.

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

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA.
2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self-care. "Care" as provided in this section applies to the individual with the covered health condition.
3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA.



4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Article 8 of this Contract.

a. FMLA absences due to illness and/or injury of the employee or eligible family member, may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with Section 8.13 and 8.3 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 of this Contract.

c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Article 8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

C. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per defined year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

D. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.

E. FMLA leave shall be recorded in accordance with the 12 month "rolling backward" year. A "rolling" 12-month period is measured backward from the date the employee uses any FMLA leave. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the preceding twelve (12) months.

F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.

G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with DPA Rules 599.608 and 599.609.

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

## **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.

## 9.2 Rural Subsidy Program

Effective January 1, 2000, the State shall establish a rural subsidy program for Bargaining Unit 14 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 14 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 Chapter 743, Statutes of 1999 (Senate Bill 514 Senator Chesbro). A copy of the bill is attached hereto and hereby incorporated herein by reference.

a. For Bargaining Unit 14 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 mid-fiscal 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 14 members, as one of several similar accounts.
5. Each Unit 14 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 14 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 \$25.00 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 in 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.

### **9.3 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 DPA.

- 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 DPA.
- 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 \$4,361.89 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.

#### **9.4 Pre-Tax of Health/Dental Premiums Costs**

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

#### **9.5 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.

##### **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.

#### **9.6 Pre-Retirement Death Continuation of Benefits**

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

1. 19849.15 Notwithstanding Government Code Section 22777, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental, and vision benefits for a period not to exceed 120 days beginning in the month of the employee's death. The surviving spouse, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

## **9.7 Employee Assistance Program**

A. The State recognizes that alcohol, drug abuse, nicotine addiction and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems and thus retain or recover his/her value as a productive employee, the State may offer referral to treatment for alcohol, drug, nicotine addiction 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 or a drug-related or nicotine addiction or a stress-related problem so as to retain or recover his/her value as an employee.

B. Each department head or designee shall designate an Employee Assistance Program (EAP) Coordinator who shall arrange for programs to implement this Section. Employees who are to be referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee who either receives or requests an EAP referral shall not be required to divulge the nature of their confidential problems to either the management personnel or the EAP Coordinator. The employee shall only be required to state a general nature of their request, with adequate information to allow the EAP Coordinator to make an appropriate referral. Management personnel and the EAP Coordinator will maintain a fiduciary responsibility to the employee to preserve strict confidentiality of the employee's need for assistance. An employee undergoing alcohol, drug, nicotine addiction or mental health treatment, will receive confidential counseling or referral(s), and upon approval, may use accrued sick leave, compensating time off credits, vacation-leave and PLP credits for such a purpose. Leave of absences with or without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, 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 EAP Coordinators shall be furnished to the Union annually.

C. The State recognizes that information regarding an EAP referral or counseling session shall remain confidential. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, drug, nicotine addiction or stress-related problems confidential, such records shall not be included in the employee's personnel file.

D. If the employee desires counseling and wishes to maintain total confidentiality, he/she may contact the Employee Assistance Program directly.

## **9.8 Presumptive Illness**

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

## **9.9 Employee Injury on the Job**

A. The State recognized it's responsibility to provide prompt emergency care to persons injured or stricken by illness at the work site.

B. 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.

C. Injured employees who are unable to transport themselves to a medical treatment facility because of: (1) the debilitating effects of the injury or condition, (2) the possibility of collateral injury, i.e., internal bleeding, shock, seizure, etc., or (3) risk to public safety, shall be transported by qualified medical professionals.

D. 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.

E. 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.

### **9.10 Light/Limited Duty Assignments**

A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is a prognosis for improvement of the illness or injury;
5. Maintaining safety shall be a prime consideration prior to assigning limited duty.

C. The duration of a limited duty assignment may be up to 45 calendar days. At the State's discretion, a limited duty assignment may be extended an additional 60 days when warranted under B. 1 through 5, above.

D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for continued employment is poor.

E. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.



F. When an employee's injury or illness is medically determined to be permanent, the employee may request Reasonable Accommodation as prescribed by the State Personnel Board (SPB). The State will review the request in conformance with SPB rules. Nothing in this Section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed through the SPB's Reasonable Accommodation Appeals Process.

### **9.11 Independent Medical Exams**

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 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 examinations, 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.

### **9.12 Industrial Disability Leave**

A. Subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay, for the first 22 workdays 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 23rd workday of disability until the end of the 52nd 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 23rd work day with accrued leave credits including annual leave, vacation, personal leave, 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 the 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.

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

### **9.13 Non-Industrial Disability Insurance**

A. 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 he/she has returned to work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.

B. 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. The definition of hospital or nursing home is the same as defined by Section 2627.5 and 2627.7 of the Unemployment Insurance Code.

C. 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.

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

E. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which when combined with the NDI benefit will not exceed 100% of their regular "full pay".

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.

F. 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.

G. 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.

H. All other applicable DPA laws and regulations not superseded by these provisions will remain in effect.

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

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

#### **9.14 Enhanced Non-Industrial Disability Insurance**

Enhanced Non-Industrial Disability Insurance - Annual Leave

A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 8.2.

B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employees who become disabled due to non-work-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

C. For periods of disability commencing on or after July 1, 1999, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one full day. A full day is defined as a 24-hour period starting at midnight.

E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he or she is not required to exhaust the accrued leave balance.

F. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.

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

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

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

J. All other applicable DPA laws and regulations not superseded by these provisions will remain in effect.

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

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

M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.

N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in section 9.13 and such benefits are limited to \$135.00 per week.

### **9.15 Flex-Elect 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 Flex-Elect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by 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 Eligibility**

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.

### **9.16 Long-Term Care**

Employees in classes assigned to Bargaining Unit 14 are eligible to enroll in any long-term care insurance plan sponsored by DPA. The employee's spouse, parents, and the spouse's parents are eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative costs to DPA and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

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

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

A. The State shall provide a safe and healthy work environment for State employees. CSEA Local 1000 supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

B. The parties agree that Joint Union/Management Health and Safety Committees are appropriate in many areas of State employment. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee and may include a Bargaining Unit 14 representative, as deemed appropriate by CSEA. Additional Joint Union/Management Health and Safety Committees may be established as local committees within departments.

C. Joint Union/Management Health and Safety Committees shall consist of representatives from each bargaining unit in the area served by each Joint Union/Management Health and Safety Committee. The State may appoint an equal number of State representatives.

D. The Committee shall initially meet monthly for the purpose of reviewing safety inspection results, discussing outstanding, unresolved safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety. Thereafter and by mutual agreement, the parties shall meet no less than quarterly.

E. Employees appointed to serve on the Committee shall serve without loss of compensation.

F. To the extent permitted by law, all copies of employee occupational injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and remain confidential.

G. Absence of a committee member shall not interfere with or delay the timely execution of the committee's responsibilities.

## **10.2 Video Display Terminals**

A. In order to provide a safe and healthy work place for its employees, the State agrees to order VDT equipment wherever possible in accordance with the recommendations made by the Joint Labor/Management Video Display Terminal Committee Report in April 1985.

B. The State shall provide instruction in and information on the proper operation and adjustment of VDTs and VDT work station equipment. Said information shall be provided via brochures, Internet, or safety meetings. The Union will encourage employees to properly use VDT equipment.

C. The State shall take action as it deems necessary to mitigate glare from the work place such as rearrangement of the work stations to avoid glare on terminal screens from windows and ceiling luminaries, or providing anti-glare filters or screen holds to reduce 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 VDT equipment.

## **10.3 Emergency Evacuation Procedures**

Each department shall establish, implement, and maintain an effective emergency evacuation procedure. The program shall be in writing and distributed to all employees and comply with California Code of Regulations, Title 8. This section is not grievable or arbitrable. Employees should pursue redress through Cal-OSHA.

#### **10.4 Injury and Illness Prevention Programs**

Each department shall establish, implement, and maintain an effective Injury and Illness Prevention Program. The program shall be in writing and comply, at a minimum, with California Code of Regulations, Title 8, Section 3203. This section is not grievable or arbitrable. Employees should pursue redress through Cal-OSHA.

#### **10.5 Hazardous Materials**

A. Upon the request of the Union or an employee, the State shall continue to provide and maintain Material Safety Data Sheets (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.

B. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

C. An employee will receive training from their supervisor or from other departmental resources in the handling of a hazardous substance where: (1) the manufacturer is required under Labor Code Section 6390 to provide a Material Safety Data Sheet (MSDS); (2) the employee is required to handle the substance; and (3) the employee has not previously been trained in its use.

#### **10.6 Safety Equipment**

A. Safety equipment required by the State shall be provided to Unit 14 employees covered by this Contract by the employer. The State shall provide training in the use of such safety equipment.

B. "Safety Equipment" means equipment or devices which are necessary to protect the employee's health and welfare. Such equipment may include, but not be limited to, ear plugs, helmets, goggles, safety harness, back braces, Cal OSHA approved impermeable gloves and aprons.

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.

#### **10.7 Workplace Violence Prevention**

A. In order to provide a safe and healthy workplace for employees, the State and the union agree to work cooperatively in developing and implementing "Workplace Violence Prevention" policies and programs.

B. The State and the Union agree to develop a model Workplace Violence Prevention Program and make the program available to all departments.

C. The State agrees to provide training on procedures for preventing workplace violence and the union will encourage employees' to use these procedures.

## 10.8 Environmental Changes

A. Whenever a department utilizes a pest control chemical in a State owned or managed building and/or its grounds, the department will provide at least 24 hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted at employee building entrances, and disseminated to tenants via intra-office mail.

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

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

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

E. Except in emergency situations, the State shall give no less than 24 hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.

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

G. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000: "Except in emergency situations, the lessor shall give not less than 24 hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

H. The State will take action to accommodate employees who suffer from chemical hypersensitivity as it pertains to this article.

## 10.9 Medical Monitoring

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

B. Employees shall be given base line medical examinations to determine current levels of exposures where it is demonstrated that employees have been exposed to toxic or hazardous materials.



## **ARTICLE 11 - SALARIES**

### **11.1 Salaries**

A. Effective July 1, 1999, all Unit 14 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 14 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**

Employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832 and applicable DPA rules.

### **11.3 Night Shift Differential**

A. Effective January 1, 1994, all Unit 14 employees who do not work at the Office of State Publishing shall qualify for the shift pay differential of fifty (50) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 6:00 a.m.

B. Unit 14 employees at the Office of State Publishing in classifications shall continue to receive shift differential at the current rate for evening and night shifts as defined below:

1. Employees shall qualify for the evening shift (8% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 5 p.m. and 11 p.m.
2. Employees shall qualify for the night shift rate (10% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6:00 a.m.

### **11.4 Bilingual Differential Pay**

Bilingual Differential Pay applies to those positions designated by DPA 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 10% of the time. Anyone using their bilingual skills 10% or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by DPA. (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 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 10% standard.

**B. Rate:**

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum \$100.00 per monthly pay period, including holidays.
2. A monthly employee meeting the bilingual differential pay criteria less than the entire monthly 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 per hour.
5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than 10% of the time on a continuing basis and are approved by DPA, 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, and Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by DPA 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 DPA approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this Section.

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 shall be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

## **11.5 Pay Warrants / Revolving Fund Checks/Overpayments/Payroll Errors**

### **A. Pay Warrants/Revolving Fund Checks**

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

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a revolving fund check shall be issued with two (2) work days after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy
2. The parties recognize that regular paychecks will be adjusted for any dock time occurring before the cut-off date established by the State Controller's Office. Whenever an employee, who is paid through a negative payroll system, is charged with "late dock" (as defined by the State Controller's Office), the employer will issue the employee's pay warrant for that period as if no late dock occurred. This means that
  - a. The employee will receive a regular pay warrant on payday;
  - b. The employee will be overpaid since the dock time will not have been deducted from the paycheck; and
  - c. The overpayment will be recovered in the next subsequent pay period in accordance with Section B (f).

## B. Overpayments/Payroll Errors

For the purposes of overpayments, this section supersedes Government Code Section 19838.

1. When the State determines an overpayment has been made to an employee, for any reason other than a "late dock", it shall notify the employee of the overpayment within five days. The employee, within five days of this notification, shall respond and agree to a repayment plan as follows:
  - a. Cash payment according to a mutually agreed upon repayment plan.
  - b. Automatic payroll deduction according to a mutually agreed upon repayment plan. Consideration will be given to the employee so that the repayment plan does not create a financial hardship.
2. Included in the overpayment notification shall be the following information:
  - a. an explanation of how the overpayment occurred;
  - b. the date(s)/pay period(s) in which the overpayment occurred;
  - c. any calculations that depict how the employer arrived at the amount of overpayment; and
  - d. a proposed repayment plan
3. If an employee does not respond to the department notice of an overpayment, or a mutual agreement for the repayment cannot be reached between the department and the employee, the department will automatically deduct the overpayment, or set up an automatic payroll deduction in an amount not to exceed 25 percent of the employee's net disposable earnings, no less than thirty (30) calendar days from the date of the notice referenced in A. If the employee believes an overpayment repayment plan is not equitable under this section, he/she may appeal to the department level of review (2<sup>nd</sup> level) of the grievance procedure, which shall be the final level of review.
4. An employee who is separated from employment prior to full repayment of the amount owed, shall have an amount deducted from their final pay warrant sufficient to provide full repayment to the State.
5. If the final pay warrant is not sufficient to repay the amount owed to the State, the State shall have the right to exercise any and all legal means to recover the additional amount due.
6. No administrative action shall be taken by the State pursuant to this section to recover an overpayment unless the action is initiated within three years from the date of the overpayment.
7. For an employee who has an overpayment due to "late dock", the State will set up an automatic payroll deduction, for the full amount of the overpayment, from the first feasible pay warrant following the pay period in which the overpayment was received.

## 11.6 Pay Periods

Employees in Unit 14 who are employed at the Office of State Printing shall continue to receive their paychecks twice a month. All other employees in Unit 14 shall continue to receive their paychecks once per month.

## 11.7 Alternate Range 40

The State will provide Alternate Range 40 compensation to classes currently eligible, using the following criteria:

Range B. This Range shall apply to incumbents in positions approved by DPA staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards or resident workers who substantially replace civil service employees for a total of at least 173 allocated hours of inmates', wards', or resident workers' time, per pay period.

## 11.8 Sustained Superior Accomplishment Award

Sustained superior accomplishment awards shall not be considered "compensation" for purposes of retirement.

## 11.9 Salary Definitions

For the purpose of salary actions affecting employees assigned to Bargaining Unit 14, 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 basis 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 2 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.,  $\$2,300 \times 1.05 = \$2,415$ , one step higher;  $\$2,415/1.05 = \$2,300$ , 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.

#### **11.10 401K and 457 Plans**

Employees in Unit 14 will continue to be eligible for inclusion in the State of California, DPA's 401K and 457 Deferred Compensation Programs.

#### **11.11 Recruitment & Retention, Avenal & Blythe Prisons**

A. Effective July 1, 1999, Unit 14 employees who are employed at either Avenal State Prison or Blythe State Prison, Department of Corrections, for twelve (12) consecutive qualifying pay periods after July 1, 1999 shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal State Prison or Blythe State Prison, there will be no pro rata payment for those months at either facility.

C. If an employee is mandatorily transferred by the department, he/she shall be eligible for a pro rata share for those months served.

D. If an employee promotes to a different facility or department other than Avenal State Prison, or Blythe State Prison prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus.

E. No bonus shall be paid, including pro rata shares, prior to July 1, 1999.

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

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

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

### 11.12 Payroll System Committee

The parties agree to establish a Bargaining Unit 14 Joint Labor/Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, 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 representatives who serve, shall serve without loss of compensation.

## ARTICLE 12 - ALLOWANCES AND REIMBURSEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Regular State Business Travel

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

With a lodging receipt: Actual lodging up to \$79 plus applicable taxes.

b. Effective November 2, 1999, Statewide, in all locations not listed in c. below, for receipted lodging while on travel status to conduct State business.

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



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

**2. State Sponsored Conferences or Conventions** - For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging up to \$110 plus applicable taxes

**3. Non-State Sponsored Conferences or Conventions** - For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from DPA. DPA 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 DPA 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 DPA 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 DPA.

Subsistence shall be paid in accordance with procedures prescribed by DPA. 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 DPA 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 Overtime Meal Allowance**

An overtime meal allowance of \$7.50 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an overtime meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift **and** work either two consecutive hours prior to or two consecutive hours after the start or end of their regular work shift.

### **12.3 Moving Expenses**

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. All current rules and regulations applying to State reimbursement of moving and relocation expenses shall remain in effect for the life of this Contract.

### **12.4 Business-Related Equipment Supplies, Tools & Clothing**

The State shall determine what special items of equipment, materials, supplies, tools and clothing are necessary for employees to perform their jobs. Such items shall be made available by the State. Employees issued State-provided items shall be held responsible for loss of and/or damage to such items other than normal wear and tear.

### **12.5 Damaged Personal Property**

In accordance with the provisions of Government Code Section 19849.8, a department may pay the cost of replacing or repairing specified personal property necessarily worn or carried when damaged in the line of duty without fault of the employee. The value of such personal property shall be determined as of the time of the damage thereto.

## **12.6 State Owned Housing Rental & Utility Rates**

### **A. Rent**

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

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

### **B. Utilities**

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

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

## **12.7 Commute Program**

A. Employees working in facilities served by congested commute routes as identified by the State shall be eligible for a 75 percent discount on monthly public transit passes sold by State agencies up to a maximum of \$65 per month. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

B. The State shall provide \$100 per month to each State employee who is the primary driver of a vanpool and works in a facility served by one or more congested commute routes as identified by the State. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit

### **12.8 Parking Rates**

A. For the term of this contract, the parties agree that the State may increase parking rates for Unit 14 employees in all parking lots administered by the State in an amount not to exceed a total of twenty (20) percent per month above the current rates.

B. Rates at new lots administered by the State will be set at a level comparable to existing State lots.

C. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.

### **12.9 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. Notwithstanding any other provision of the agreement, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals or directives of Air Quality Management Districts. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

## **ARTICLE 13 - CAREER DEVELOPMENT**

### **13.1 Performance Appraisal of Permanent Employees**

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

B. In the absence of a current annual performance appraisal, the employee's performance shall be deemed satisfactory.

C. Meetings between employees and management concerning unsatisfactory work performance or work related shall be held in private and in a location sufficiently removed from the hearing range of other persons.

D. A Unit 14 employee may grieve the content of his/her performance appraisal to the Departmental Director level of review when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

E. It is not the intent of the parties to arbitrate performance appraisal grievances that lack merit or are absent any evidence to support the disputed review. Towards that end, the parties agree that a performance appraisal grievance shall only be arbitrated when it can be demonstrated that such a performance appraisal has been used to harass or discipline an employee.

### **13.2 Personnel and Evaluation Materials**

A. An employee's official departmental personnel file, departmental working file, and supervisor's drop file shall be maintained at a location identified by each department head or designee. For purposes of this article, a supervisor's drop file is a distinct file or binder identified with the employee's name and maintained by the supervisor for the purpose of collecting records and information relative to that employee's work performance.

B. Information in an employee's official departmental personnel file, departmental working file, and supervisor's drop file shall be confidential and available for inspection only to the employee, 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, departmental working file, and supervisor's drop file without being signed and dated by the author of such material. Before the material is placed in any of the employee's files, the department head or designee, where possible, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

D. An employee or his/her authorized representative may review his/her official personnel file, departmental working file, and supervisor's drop 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 a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

F. Any performance evaluation conducted of an employee who is a participant in the Union/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such collective bargaining.

G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature shall be purged after three years if there has been no recurrence of the incident that prompted the document. 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, adverse action material may be removed.

### **13.3 Training**

The State recognizes the importance of fostering open supervisory/employee communications, encouraging employee development, and enhancing the work skills and abilities of Unit 14 employees. Consistent with this premise, the State agrees to provide the following financial support:

A. The State agrees to reimburse Unit 14 employees for expenses incurred as a result of successfully completing job-required training courses which are authorized in advance, in writing by the department, to assure adequate performance or insure job proficiency. This includes in-service training courses offered by the department. Such reimbursement shall be limited to:

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

B. Reimbursement for the above expenses shall be in accordance with Article 12, Section 1 of this contract.

C. Unit 14 employees who are directed to attend a training course required by the State shall be granted reasonable time off without loss of compensation. For courses that are scheduled during off-duty hours, such hours shall be considered work time.

D. The State shall not seek reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either: (1) at the convenience of the State; or (2) because of death, prolonged illness, disability or other similar eventuality.

E. Upon request, each department utilizing Unit 14 employees shall furnish the Union with the name of the individual responsible for that department's training program. The Union may notify the department of their designated Union representative for Unit 14 with responsibility for education and training matters. The department may consult with the Union representative on training matters. The Union representative may present input to the department on training matters.



F. Employees in Unit 14, with supervisorial consultation, may design an individual development plan. These plans may include job-required, job-related and career-related training courses. The employee's supervisor and department will consider these individual development plans, keeping in mind the needs and constraints of the State, and endeavor to fulfill the individual plans as designed. Employees' requests to attend job-related and career-related training must be compatible with the approved individual development plan.

G. When a Unit 14 employee participates in job-related or career-related training which has been authorized in writing, in advance, the State will reimburse a Unit 14 employee up to 50 percent of course-required books, tuition, materials and registration fees upon successful completion of approved training or educational courses. Normally the employee will attend the training on his or her own time. On an exceptional basis, individual department policy or individual arrangements may provide other methods for the payment of costs noted above and for the time used to attend the training. Employees may not grieve unequal application based upon a comparison of other individual arrangements nor the terms of their own arrangement unless the terms of the individual's arrangement are violated.

H. The State also recognizes its obligation to train every employee whose job duties have been restructured as a result of class modification. To that end, and consistent with the employee's duty statement, training will be provided with respect to newly assigned duties.

### **13.4 Joint Labor/Management Training Teams**

A. Each State department may establish a joint labor/management training team to establish and/or enhance an organized and planned system of training for its Unit 14 employees within the department. Each joint labor/management training team shall consist of an even number of members, half of which shall be selected by the department and half of which shall be selected by CSEA Unit 14. The total number of members for each joint labor/management training team shall not exceed six members. The team shall be chaired by a management member. Team rules of conduct and procedure shall be developed by mutual agreement among the team members.

#### **B. Functions**

The following list of functions identifies what the joint labor/management training teams are intended to accomplish within their respective departments:

1. Establish the scope and priority of specific training that is to be provided to Unit 14 employees.
2. Monitor and evaluate the efficiency and degree of success achieved by particular training being provided.
3. Monitor and evaluate the progress and success achieved by individuals receiving training.
4. Recommend to departmental management and employees changes and improvements in the training program.

5. Develop and oversee the implementation of fair and impartial procedures to prioritize and/or select candidates receiving specific types of training.
6. Explore alternative means and resources to increase and/or optimize training of Unit 14 employees.

C. Salary Considerations

While in a training capacity or while participating in joint labor/management training team activities, Unit 14 employees shall retain all salary and benefits of their current classification.

### **13.5 Personal Performance Session**

Meetings between a Unit 14 employee and the State concerning work performance or work-related problems shall be held in private and in a location sufficiently removed from the hearing range of other persons.

### **13.6 Posting of Vacancies**

It is the intent of this section that all Unit 14 employees will be provided a full range of employment opportunities within their trade.

All job openings will be posted on a designated job opportunity bulletin board, in sites where the classification is utilized, for 10 days.

All eligible candidates are encouraged to apply for job openings.

## **ARTICLE 14 - CLASSIFICATION**

### **14.1 Classification Changes**

A. When DPA desires to establish a new classification and assigns it to Bargaining Unit 14 or modifies an existing one that is in Bargaining Unit 14, DPA shall inform the Union in writing of the proposal during DPA's preparatory stages of the proposals. This preliminary notification shall include a description of the change(s) intended to be achieved by the proposal and the anticipated impact, if any, on Unit 14 employees. The preliminary notification shall be submitted to the Union a minimum of 20 working days prior to the notification described in Section "B" below. The Union may request to meet with 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, DPA may furnish the Union with drafts of the proposed classification specifications.

B. DPA shall notify and submit to the Union the complete classification proposal at least 25 work days prior to the date the State Personnel Board (SPB) is scheduled to adopt it.

C. If the Union requests in writing within 10 work days of receipt of the 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) work days from their date of request, the classification proposal shall be deemed agreeable to the Union and be placed on SPB's consent calendar.

D. DPA shall meet and confer, if requested in writing, within five (5) work days 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 Assignments**

A. Notwithstanding Government Code Sections 905.2, 19818.8, 19818.16, an employee may be required to perform work other than that described in the specification for his/her classification for up to 120 consecutive calendar days during a fiscal year.

B. An employee is working out-of-class when he/she spends a majority (i.e., more than 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. Duties which 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.

C. For purposes of this article, 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.

D. An employee may be temporarily required to perform out-of-class work by his/her department for up to 120 calendar days when it determines that such an assignment:

1. Is of unusual urgency, nature, volume, location, duration or other special characteristics; and,
2. Cannot be feasibly met through use of other civil service or administrative alternatives.

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

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

G. 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.

H. 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 lever.

### 14.3 Out-of-Class Grievances

- A. If a department head or designee requires an employee to work in a higher classification for more than two consecutive work weeks, the employee shall receive the rate of pay he/she would have received pursuant to 2 Cal. Code Regs 599.673, 599.674 or 599.676 if appointed to the higher classification. The differential shall not be considered as part of the base pay in computing the promotional step in the higher class.
- B. It is not the State's intent to select employees for out-of-class assignments based on favoritism.
- C. Approved out-of-class-grievances may be compensated retroactively for a period no greater than one (1) year preceding the filing of the grievance.
- D. All out-of-class grievances should be filed on an out-of-class claim form.
- E. Review of out-of-class grievances shall begin at the second level of review of the Unit 14 grievance process. Accordingly, the claim form and other relevant documents (duty statement, audit form, etc.) may be sent directly to the department's personnel/human resources office.
- F. The department's personnel/human resources office shall review the relevant facts of the case, conduct an audit if necessary and respond to the grievance within thirty (30) calendar days of receiving the grievance.
- G. If the grievant is not satisfied with the decision rendered by the personnel/human resources office, he/she may elevate the grievance in writing within 14 calendar days after receipt to the Director of DPA.
- H. The Director of DPA or designee shall respond to the grievance in writing within 60 calendar days after receipt of the appealed grievance.
- I. If the grievance is not resolved by DPA, the Union shall have the right to submit the grievance to arbitration within 30 calendar days following receipt of DPA's decision.
- J. The arbitrator's decision shall be final and binding. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties, responsibilities or claim.
- K. The only remedy that shall be available to a grievant is salary for out-of-class work. This does not, however, preclude the grievant from pursuing certification for experience (SPB Rule 212).
- L. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.
- M. Should any employee file suit against the Union seeking to declare this provision illegal, the State shall indemnify the Union for any cost incurred in defending itself.
- 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.

#### **14.4 Duty Statements**

Upon request, a Bargaining Unit 14 employee shall be provided with a copy of the Duty Statement for his/her position in State service.

The Duty Statement shall be determined by the appointing power and will be consistent with the Unit 14 employee's classification.

Within ninety (90) days of implementation of any new classification or new classification series, a new Duty Statement will be provided to each impacted employee and the Union.

### **ARTICLE 15 - EMPLOYEE TRANSFERS**

#### **15.1 Employee Opportunity Transfers**

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. An employee 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 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 thirty (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 grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or DPA disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with DPA 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 absent a clearly demonstrated showing that such a transfer was for the purpose of harassment or discipline.

### **15.3 Hardship Transfers**

A. The parties recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another geographic location due to a verifiable medical or family hardship.

B. An employee requesting a hardship 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 or any other classification within transfer range.

C. Where a hardship transfer request cannot be accommodated, the appointing authority or designee shall so inform the employee in writing.

D. An employee accepting a hardship transfer waives any and all rights to claims for moving and relocation expenses. This does not preclude payment of such expenses at the employer's discretion.

E. This section is neither grievable or arbitrable.

## **ARTICLE 16 - LAYOFF**

### **16.1 Layoff and Reemployment**

#### **A. Application**

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

B. Order of Layoff

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

C. Notice

Employees compensated on a monthly or semi-monthly basis shall be notified 30 calendar days in advance of the effective date of layoff. Where notices are mailed, the 30 calendar day time period will begin to run on date of mailing of the notice. The State agrees to notify the Union no later than 60 calendar days prior to the actual date of layoff.

D. 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 DPA rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

E. 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.

F. 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 a absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two consecutive qualifying pay periods, the second pay period shall be disqualified.

G. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code section 19997.14. The hearing officer's decision shall be final and upon its issuance the DPA shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code section 19815.8, DPA, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

## 16.2 Reducing the Adverse Effects of Layoff

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

## 16.3 Alternative to Layoff

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

## 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.

<b>AGE AT RETIREMENT</b>	<b>CURRENT FACTORS</b>	<b>PROPOSED FACTORS</b>
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



<b>AGE AT RETIREMENT</b>	<b>CURRENT FACTORS</b>	<b>PROPOSED FACTORS</b>
60	2.000	2.313
61	2.134	2.375
62	2.272	2.438
63 and over	2.418	2.500

D. There would be factors for attained quarter ages, such as 52 <sup>3</sup>/<sub>4</sub>, 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 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.

### 17.3 Second-Tier Retirement

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

### 17.4 Employer Pick-Up of Employee Retirement

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

### 17.5 Items Excluded From Compensation for Retirement Purposes

The following items in the 1993 Bargaining Unit 14 Contract continue to be excluded from compensation for the purpose of retirement contributions:

Section	Title
11.8	Sustained Superior Accomplishment Award
12.7	Commute Program

### 17.6 Alternative Pre-Retirement Death Benefit

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

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

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

a. To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.

b. To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a "surviving child" includes a posthumously born child of the member.

c. This section shall only apply to members employed in state bargaining units for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of state employees in subdivision (c) of Section 3513, and members employed by the executive branch of government who are not members of the civil service.

For purposes of this section, "state service" means service rendered as a State employee, as defined in Section 19815. This section shall not apply to any contracting agency nor to the employees of any contracting agency.

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

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.

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

A. Employees in Bargaining Unit 14 who are members of the Public Employee's Retirement System (CalPERS) 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 CalPERS board.

C. The survivor's benefits are detailed in the following schedule:

1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse ..... \$1,800.

- 2. A spouse with one eligible child, or two eligible children not in the care of the spouse ..... \$1,500.
- 3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62 ..... \$750.00.

**ARTICLE 18 - HOURS OF WORK AND OVERTIME**

**18.1 Hours of Work**

- A. All employees in Bargaining Unit 14 shall be subject to the following provisions:
  - 1. The regular workweek shall commence Sunday and extend through Saturday, eight (8) hours per day, five (5) days per week, for a total of forty (40) hours.
  - 2. Employees may be assigned to work a modified workweek of less than five (5) days, but not less than forty (40) hours.
- B. The parties recognize that irrespective of the assigned workweek, hours worked for overtime purposes and the level of compensation will be governed by Section 18.5, Overtime.
- C. In the event of a change in the workweek as described in paragraphs A2 and B above, the State agrees to meet with CSEA consistent with the entire agreement section of this contract.

**18.2 Telecommute/Telework Program**

- A. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- B. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this MOU.
- C. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussions may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on nontelecommuting days; and equipment, supplies, phone lines, furniture, etc.

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

### **18.3 Rest Periods**

A. Every employee will be granted a rest period not to exceed fifteen (15) minutes during each four (4) hours or major fraction thereof of a work shift unless there is an emergency or other circumstance to preclude it. The rest period shall not exceed thirty (30) minutes total for any day. Rest periods shall be considered hours worked. Rest periods not taken shall not be accumulated or used for overtime purposes. The State shall determine the time when the rest period is to be taken. A rest period normally will not be granted during the first or last period of the work shift. Except with the consent of the State, an employee will not leave his or her assigned work location.

B. Notwithstanding Section A. above, Unit 14 employees at the Office of State Printing, who choose and have management approval to work a straight eight hour shift, may be granted one thirty (30) minute break in lieu of the two breaks described in Section A.

### **18.4 Meal Period**

A. All Unit 14 employees normally will be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be scheduled by the employee's supervisor generally in the middle of the work shift. Meal periods shall not be counted as part of total hours worked, except for those employees who are required or allowed by their supervisor to perform assigned duties during meal periods.

B. Unit 14 employees whose meal periods are not counted as part of total hours worked normally will not be restricted to any specific area during the meal period. It shall be the responsibility of each employee to be at the work site and prepared to begin work at the conclusion of the meal period.

C. Employees required to work through their meal period may eat their meal while performing their duties. When employees are required or allowed to work through their meal period, they shall either be released early or be credited for the time worked.

### **18.5 Overtime**

A. Employees in BU 14 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 (1-1/2) hour for each overtime hour worked.

B. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

C. Bargaining Unit 14 employees 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.

D. The first 40 hours of ordered overtime during a fiscal year shall be compensated with either CTO or cash, at the employee's discretion. Thereafter, compensation (CTO or cash) shall be determined by the employer.

E. At the employer's option, unused CTO in excess of 40 hours on the books may be cashed out on June 30 of every fiscal year.

F. It is understood that there are some operations that will not allow employees to use their CTO during certain parts of the year. Accrual shall not exceed 240 hours at any time.

G. CTO may be taken only with prior supervisory approval.

### **18.6 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 (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of the work shift.

B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.

D. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee's authorized day off 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.

## **18.7 Shift Changes**

The State shall endeavor to provide employees with thirty (30) calendar advance notice, but not less than ten (10) calendar days, of permanent changes in shift assignments, except in emergencies. Permanent shift assignment is defined as an assignment of thirty (30) calendar days or more.

Shift changes will be assigned based on operational needs, and selection of personnel shall be based on individual skills, knowledge, and work habits. Total in-class seniority may be used to break ties between equally qualified individuals.

## **ARTICLE 19 – WORK & FAMILY PROGRAMS**

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

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

C. The State employer agrees to establish a Work and Family Fund. On July 1, 2000, the State employer will appropriate \$5,000,000 in funds to the Work and Family Fund which shall be administered by DPA. 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.

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

## ARTICLE 20 - MISCELLANEOUS

### 20.1 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. The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.

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

C. Each department shall provide a permanent intermittent employee with a minimum of 72 hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.

D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

E. A permanent intermittent employee will become eligible for leave credits in the following manner:

1. **Sick Leave** - A permanent intermittent employee in Bargaining Unit 14 who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:

- a. Sick leave may be requested and taken in fifteen (15) minute increments.
- b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
- c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, Section 8.3, 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, or annual leave credit with pay, as defined in Article 8, Section 8.2, 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, or annual leave credit with pay, as defined in Article 8, Section 8.2, 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 or annual leave credits; or
- b. By mutual agreement, schedule the permanent intermittent employee for vacation leave or annual leave; or
- c. Allow the permanent intermittent employee to retain his/her vacation or annual leave 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 DPA policies and rules.

4. **Bereavement Leave:** A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, Section 8.4, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

5. **Jury Duty:** A permanent intermittent employee may only be granted jury duty leave in accordance with Section 8.8 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. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

F. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.

G. Dental Benefits: A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.

H. Health Benefits: A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.

I. Vision Service Plan: A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.

J. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).

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

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

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

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

## **20.2 Class A/B Commercial Driver's License**

### **A. Eligibility:**

Each department will pay the cost of a permanent employee's medical examination(s) and filing and license examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee:

1. Is in a classification that requires the operation of equipment which requires either a Class A and/or Class B commercial driver's license and any endorsement(s); or
2. Is in a classification designated by the department which 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. Is in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification; or
4. Voluntarily and regularly drives, with authorization of the department, a vehicle for which either a Class A or Class B commercial driver's license including required endorsement(s), is required, provided as follows:

### **B. Medical Examinations:**

1. When authorized by his/her supervisor, the State will pay the cost of an eligible employee's (see subsection (a) above) medical examination from a contractor physician or clinic or when specifically authorized in advance, a medical examination by the employee's personal physician. The State will also pay the cost of a referral, determined necessary by the examining physician or clinic. The costs of the examination and the examination resulting from the referral will be considered as one.

2. The State will pay the cost of a second medical examination (and necessary referral) 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 the DMV; and
- b. A second medical examination is authorized by the employee's supervisor and conducted; and
- c. The second medical certification is accepted by the DMV.

C. Class A and/or Class B commercial Driver's License:

1. The State will pay the cost of an eligible employee's (see subsection (a) above) filing and examination fees associated with obtaining the appropriate Class A and/or B Commercial Driver's License and endorsement(s) provided that:

- a. The employee requests and is authorized at least 10 workdays in advance by his/her supervisor to take the examination;
- b. The employee has a valid, current medical certification acceptable to the DMV;
- c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

2. The State will pay the cost of 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 non-commercial 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, the State will not be responsible for any costs which exceed the cost that would have been incurred had the tests been taken simultaneously.

3. The State will not pay for any costs associated with the renewal or reinstatement of a license due to an illegal violation incurred by the employee.

4. The State will not pay any additional costs 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. Compensation:

Compensation paid toward medical examinations and filing and license examination fees associated with obtaining a Class A or Class B commercial driver's license shall not be considered compensation for purposes of retirement.

E. Release Time:

1. 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 a permanent employee to take the Class A and/or Class B commercial driver's license examination and related medical examination(s), provided:

- a. The examination is scheduled during the employee's scheduled work hours; and
  - b. The examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or the DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
  3. Upon ten (10) work days advance notice, the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

### **20.3 Group Legal Services Plan**

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

## **ARTICLE 21 - ENTIRE AGREEMENT AND DURATION**

### **21.1 Entire Agreement**

A. This Agreement 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 are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

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 Agreement.

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 30 days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 14, when all three of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 14.

2. Where the subject matter of the change is within the scope of representation pursuant to the Ralph C. Dills Act.

3. Where the Union requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. 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.

## **21.2 Duration**

A. Unless a specific provision provides for a different effective date, the terms of this contract shall go into effect July 1, 1999, and shall remain in full force and effect through June 30, 2001

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

## **ADDENDUM, SIDELETTERS AND ATTACHMENTS**

### **SIDE LETTER # 1 – Salary Negotiations between CSEA Bargaining Unit 14 and State of California**

1. No later than January 1, 2000, the employer agrees to propose to the State Personnel Board (SPB) establishment of the following new classes, consistent with the draft specifications appearing herein as Attachments A, B, C, D, and E.

Graphic Designer I

Graphic Designer II

Graphic Designer III

Digital Printer Operator I

Digital Printer Operator II

Web Offset Press Operator I

Web Offset Press Operator II

Web Offset Press Operator III

Web Offset Press Operator IV

Sheetfed Offset Press Operator I

Sheetfed Offset Press Operator II

Sheetfed Offset Press Operator III

Sheetfed Offset Press Operator IV

Sheetfed Offset Press Operator V

Digital Composition Specialist I

Range A

Range B

Digital Composition Specialist II

Digital Composition Specialist III

2. During the sixty (60) days following September 6, 1999, CSEA and the State shall meet and confer to negotiate a fair and equitable wage consistent with duties and responsibilities of the proposed new classes and the internal relationship to other State classes. In the event that the parties are unable to reach agreement on a new salary after a good faith effort to do so, the parties will defer to binding arbitration. The parties shall endeavor to schedule the arbitration as quickly and conveniently as possible, but in no event shall it be scheduled any later than January 30, 2000. In the event a party requests that the dispute be submitted to arbitration, the parties shall obtain a list of nine (9) arbitrators from the American Arbitration Association or the State Mediation and Conciliation Service, and the State and the Union shall alternately strike names until one name remains and this person shall be the arbitrator. The arbitration shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The cost of the arbitration shall be borne equally by the parties. The arbitrator's authority will be limited to issuing a final and binding decision with respect to the appropriate salary level and its effective date for any class that is in dispute. Further, CSEA recognizes that the proposed new class specifications must be submitted to the State Personnel Board for adoption. In the event that the SPB alters the class concepts or otherwise makes significant changes to the classes, the State reserves the right to renegotiate the salaries for any affected classes so altered by the SPB. In the event the State and CSEA are unable to reach agreement on the salaries for the affected classes, the dispute shall be submitted to binding arbitration according to the procedures outlined above.

3. The State agrees that upon the establishment of these proposed new classes, affected Bargaining Unit 14 positions will be expeditiously evaluated and reclassified consistent with the agreed-upon allocation standards. Furthermore, in recognition of the State's long-standing commitment to Bargaining Unit 14 to address inequity problems associated with the subject classes, for the term of this agreement only, incumbents who are in affected positions at the time of proposed class adoption and who are moved into the new class, will be eligible for accelerated movement within the pay range that will result in a one-step movement every six months or until such time as the maximum of the class is reached.

4. Should a dispute arise with regard to the initial allocation of the affected positions, such disputes may be appealed by CSEA directly to the Classification and Compensation Division of DPA

5. Recognizing that the subject classes must be approved by the SPB, CSEA agrees to a moratorium with respect to allegations of out-of-class work involving these proposed new classes. Specifically, should any Bargaining Unit 14 member seek compensation alleging that he/she is performing the work of one of the proposed new classes, CSEA will not condone or support in any manner the filing or processing of such a claim between the effective date of this contract and January 1, 2000.

6. This side letter should not be construed as precedential with regard to the establishment of any future classes in Bargaining Unit 14; nor should it be construed to imply any other commitment, whether written or oral, except as specifically contained herein.



7. In recognition of the State's good faith commitment to proceed with the establishment of these proposed new class series, CSEA agrees to withdraw any unfair labor practice charges now pending before the Public Employment Relations Board (PERB) related to these negotiations.

**SIDE LETTER # 2 – Salary Negotiations for New Unit 14 Classifications**

The parties agree to the following salaries (top step) for the new Bargaining Unit 14 Classifications. The figures include the July 1, 1999 salary increase of 4%.

Graphic Designer I	\$3356
Graphic Designer II	\$3854
Graphic Designer III	\$4542
Digital Printer Operator I	\$2712
Digital Printer Operator II	\$2982
Web Offset Press Operator I	\$3291
Web Offset Press Operator II	\$3948
Web Offset Press Operator III	\$4175
Web Offset Press Operator IV	\$4429
Sheet Fed Offset Press Operator I	\$2712
Sheet Fed Offset Press Operator II	\$3050
Sheet Fed Offset Press Operator III	\$3769
Sheet Fed Offset Press Operator IV	\$4179
Sheet Fed Offset Press Operator V	\$4317
Digital Composition Specialist I (A)	\$2868
Digital Composition Specialist I (B)	\$3356
Digital Composition Specialist II	\$3854
Digital Composition Specialist II	\$4239

**SIDE LETTER # 3 - M1000 Skill Pay Differential**

The State and the union agree that employees assigned to operate the Harris M1000 at the Office of State Publishing will receive a skill pay differential of 10 percent (10%) for the WOPOIII, Second Pressperson and 20 percent (20%) for the WOPO IV, Lead Pressperson.

**SIDE LETTER # 4 -Satellite Work Location Pay Differential**

The State and the Union agree that effective upon adoption and implementation of the new classifications, employees in the classifications of DPOI/II who are permanent employees, are permanently assigned and have a time base of  $\frac{3}{4}$  or more shall receive a pro rated differential of \$150 per month provided that all five of the following criteria are met:

1. The incumbent is permanently assigned to a satellite work location and his/her immediate supervisor does not provide technical guidance and support, and;
2. The incumbent is the individual who is assigned to maintain the effective and efficient operation of the work location, and;
3. The operation of the work location routinely entails customer contact and frequent accommodation of unexpected changes in work priorities or workload increases, and;
4. The incumbents cannot refer to or consult with the immediate supervisor or other knowledgeable staff regarding day to day decisions regarding the operations of the work location on a timely and effective basis, and'
5. Other staff at the location are not knowledgeable about the incumbent's assigned duties and responsibilities sufficient to contribute to the effective and efficient completion of the incumbent's assignment.

#### **SIDE LETTER # 5 - Pay Differential, SOPO II**

The State and CSEA agree that incumbents in the new SOPO II classification who are permanently assigned to operate envelope specialty presses more than 50% of their work time will receive a pay differential of \$250 per month pro-rated according to time base.

#### **SIDE LETTER # 6 - Printers, State Compensation Insurance Fund - Skill Pay Differential**

The State and the Union agree that employees in the classification of Printer I, State Compensation Insurance Fund (Class Code 7442) will continue to receive skill pay differential of \$0.85 per hour for assignment to the operation of the Ryobi 3302M two color press. Normal assignment will be for full pay periods. For employees assigned to the press eleven (11) or more working days in the pay period, the differential rate will be paid for the entire pay period, including periods of paid leave. Employees assigned to the press less than eleven (11) working days will be paid the differential rate or only those days they operate the press. When qualified employees are assigned to operate the press on overtime, the skill pay differential will be paid in accordance with the overtime provision found in Section 18.4. Employees will be eligible for assignment to the press and differential pay from the date they are found qualified to operate the press independently.

Management will determine when employees are sufficiently trained and qualified. Under normal circumstances, qualified employees will be assigned to the press by customary job rotation.

### **SIDE LETTER # 7 – Printers I, State Compensation Insurance Fund Skill Pay Differential**

The State and the Union agree that effective July 1, 1999, employees in the classification of Printer I, State Compensation Insurance Fund (Class Code 7442) will receive skill pay differential of \$0.85 per hour for assignment to the operation of the Heidelberg Printmaker QM 46-2 Press. Normal assignment will be for full pay periods. For employees assigned to the press eleven (11) or more working days in the pay period, the differential rate will be paid for the entire pay period, including periods of paid leave. Employees assigned to the press less than eleven (11) working days will be paid the differential rate for only those days they operate the press. When qualified employees are assigned to operate the press on overtime, the skill pay differential will be paid in accordance with the overtime provision found in Section 18.4. Employees will be eligible for assignment to the press and differential pay from the date they are found qualified to operate the press independently. Management will determine when employees are sufficiently trained and qualified. Under normal circumstances, qualified employees will be assigned to the press by customary job rotation.

### **SIDE LETTER # 8- Joint Labor/Management Training Team for OSP**

The Office of State Publishing (OSP) and CSEA Unit 14 hereby agree to establish a joint labor/management training team for OSP as described in Section 13.4 of the State/CSEA Unit 14 MOU.

The parties agree that the OSP joint labor/management training team shall use best practice principles to determine the means and content of training for Unit 14 employees. The OSP joint labor/management training team shall optimize use of current training resources at OSP and explore means of increasing or obtaining additional training resources.

The parties agree that within six months of being appointed to an entry level position at OSP, the appointed employee shall receive all necessary training to perform work assigned to the employee. The parties further agree to compile, maintain and have available records of such training sufficient to monitor effectively employees' progress in this training.

The parties agree that all journey level employees shall be given equal opportunity to participate in formal training classes and programs that would enhance career opportunity within the employee's specific promotional pattern or the career plan specified in the employee's individual development plan.

The parties agree that all journey level employees shall receive training identified as necessary and essential by the OSP joint labor/management training team to maintain skills needed to operate new and/or upgraded equipment and/or programs used by OSP.

### **SIDE LETTER # 9 - Domestic Partner**

Should legislation pass during the term of this Agreement regarding changes in eligibility of domestic partners for health benefits, the Union and the State agree that those legislative provisions shall apply to Unit 14 employees.

## **SIDE LETTER # 10 - Exempting DPA from Public Contract Code**

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

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

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

## **SIDE LETTER # 11 – Annual Leave Legislation**

A. The Union agrees to support legislation to amend Government code Section 19858.3 and Section 19858.5 to read:

### **19858.3. This article shall apply to all of the following:**

- a. Employees who are excluded from the definition of State employee in subdivision (c) of Section 3513.
- b. Non-elected officers of the executive branch of government exempt from civil service designated by the department as eligible to receive managerial benefits.
- c. A State Traffic Sergeant in the California Highway Patrol.

d. Commencing January 1, 1989, employees in a state bargaining unit for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to be subject to this article and has been approved by the Legislature pursuant to law.

**Section 19858.5 of the Government Code is amended to read:**

19858.5 In lieu of sick leave and vacation provisions of Sections 19858.1 and 19859, eligible employees, as defined by subdivision (d) of Section 19858.3, may participate in an annual leave program subject to the conditions of the appropriate memorandum of understanding. Each employee who participates in the annual leave program and who is employed full time shall receive credit for annual leave with pay in accordance with the following schedule:

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

Part-time and hourly employees shall accrue proportional annual leave credits based on the schedule in this section. The time when annual leave shall be taken shall be determined by the appointing power of the officer or employee. Employees shall have use of any accrued sick leave they have accrued at the time they elect the annual leave program under the same conditions as other employees not participating in the program.

The department shall provide by rule for the regulation and accumulation of annual leave, the effect of an absence from the payroll of 10 work days or less in any calendar month upon credit for annual leave, methods by which employees leaving the employment of one state agency and entering the employment of another state agency may be compensated for, transfer, or otherwise receive proper credit for, their accumulated annual leave, and other provisions necessary for the administration of this section.

B. The Union agrees to support legislation to repeal Government code Section 19858.6.

## **SIDE LETTER # 12– Technical Clean Up to Health Benefits Vesting Language**

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

1. 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.
2. 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.
3. 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:

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

4. This section shall only apply to state employees who retire from service.
5. Benefits provided to an employee subject to this shall be applicable to all future State service.

6. 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.

7. 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.

8. This section shall not apply to employees of the California State University or the Legislature.

#### **SIDE LETTER # 13– Dental Vesting**

The union agrees to support legislation to add Government Code Section 22955.55:  
22955.55

1. Notwithstanding the provisions of Sections 22953 and 22954, employees who become state members of the Public Employees' Retirement System after January 1, 2000, 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 22953 and 22954, unless these employees are credited with 10 years of state service as defined by this section, at the time of retirement.

2. Notwithstanding Sections 22953 and 22954, a state employee who became a state member of the Public Employees' Retirement System after January 1, 2000, 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, or shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Section 22953 and 22954, unless the employee is credited with 10 years of state service as defined by this section, at the time of retirement.

The percentage of employer's contribution amount payable for post- retirement dental care benefits for an employee subject to this section shall be based on the funding provisions of the plan and the member's completed years of state service at retirement as shown in the following table:

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

4. This section shall only apply to state employees who retire for service.
5. Benefits provided to an employee subject to this section shall be applicable to all future state service.
6. 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 dental 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.
7. 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 dental benefit costs for those personnel.
8. This section shall not apply to employees of the California State, University or the Legislature.



# Salary Schedule

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## 14 - PRINTING TRADES

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	MMG
BOOKBINDER I	RM48	7404		1176.00	1176.00	1223.00	1223.00	2
BOOKBINDER II	RM46	7402		2870.00	2870.00	2985.00	2985.00	2
BOOKBINDER III	RM44	7401		3228.00	3228.00	3357.00	3357.00	2
BOOKBINDER IV	RM42	7399		3585.00	3585.00	3728.00	3728.00	2
COMPOSING TECHNICIAN I	CC67	1263	A B	2039.00 2226.00	2390.00 2633.00	2121.00 2315.00	2486.00 2738.00	2 2
COMPOSING TECHNICIAN II	CC68	1211		2421.00	2879.00	2518.00	2994.00	2
COMPOSITOR (IMPOSITION AND PASTE-UP)	RH84	7258		3500.00	3500.00	3640.00	3640.00	2
COMPOSITOR (VIDEO DISPLAY TERMINAL OPERATOR)	RH82	7257		3500.00	3500.00	3640.00	3640.00	2
COORDINATOR OF GRAPHIC SERVICES	GC50	1452		3764.00	4542.00	3915.00	4724.00	2
COPYHOLDER	R110	7266		2340.00	2340.00	2434.00	2434.00	2
EXHIBIT DESIGNER-INSTALLER	MB15	2812		2878.00	3452.00	2993.00	3590.00	2
EXHIBIT DESIGNER/COORDINATOR	MB05	2814		3962.00	4777.00	4120.00	4968.00	2

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14 - PRINTING TRADES

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WAG
EXHIBIT SPECIALIST								
EXHIBIT TECHNICIAN	MB10	2811		3147.00	3782.00	3273.00	3933.00	2
GRAPHIC ARTIST	MB20	2813		2761.00	3297.00	2871.00	3429.00	2
PHOTODUPLICATION NEGATIVE ASSEMBLER	GC60	2824		2791.00	3356.00	2903.00	3490.00	2
PHOTODUPLICATION PLATE MAKER	RK10	7326		4051.00	4051.00	4213.00	4213.00	2
PHOTODUPLICATION PRE-PRESS ASSISTANT	RJ90	7325		4051.00	4051.00	4213.00	4213.00	2
HOLDING PRESS OPERATOR	RJ20	7305		2967.00	2967.00	3086.00	3086.00	2
OFFSET PRESS ASSISTANT	RD40	7435		2952.00	2952.00	3070.00	3070.00	2
OFFSET PROCESS CAMERA OPERATOR	RJ55	7335		3333.00	3333.00	3466.00	3466.00	2
OFFSET PROCESS CAMERA OPERATOR MASTER PHOTOGRAPHER	RJ40	7313		4098.00	4098.00	4262.00	4262.00	2
PHOTOCOMPOSITION KEYBOARD OPERATOR	RJ30	7915		4294.00	4294.00	4466.00	4466.00	2
PHOTOCOMPOSITION MACHINE OPERATOR	RH75	7250		3500.00	3500.00	3640.00	3640.00	2
PHOTOCOMPOSITION MACHINE OPERATOR	RH55	7253		3500.00	3500.00	3640.00	3640.00	2

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14 - PRINTING TRADES

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		WHG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
PHOTOCOPIATOR							
RH85	7261		3683.00	3683.00	3830.00	3830.00	2
PRINTER I, STATE COMPENSATION INSURANCE FUND							
RP10	7442		3460.00	3490.00	3598.00	3630.00	2
PRINTER II, STATE COMPENSATION INSURANCE FUND							
RO90	7441		4501.00	4531.00	4681.00	4712.00	2
PRINTING ART PLANNER							
RG20	7235		3416.00	4115.00	3553.00	4280.00	2
PRINTING OPERATIONS ASSISTANT							
RF90	7233		2719.00	3265.00	2828.00	3396.00	2
PRINTING PLANT MACHINIST							
RO20	7431		4102.00	4102.00	4266.00	4266.00	2
PRINTING PROCESS AND OPERATIONS PLANNER							
RF70	7230	A	3265.00	3928.00	3396.00	4085.00	2
		B	3579.00	4317.00	3722.00	4490.00	2
PRINTING TRADES ASSISTANT I							
RO60	7438		2337.00	2337.00	2430.00	2430.00	2
PRINTING TRADES ASSISTANT II							
RO50	7437		2698.00	2698.00	2806.00	2806.00	2
PRINTING TRADES PRODUCTION COORDINATOR							
CL90	1473		2555.00	3060.00	2657.00	3182.00	2
PRINTING TRADES SPECIALIST I (FINISHING)							
CL67	1489		1946.00	2265.00	2024.00	2356.00	2
PRINTING TRADES SPECIALIST I (GENERAL)							
CL65	1487	A	1946.00	2265.00	2024.00	2356.00	2
		B	2094.00	2462.00	2178.00	2560.00	2

11/16/99 PDC0089C

14 - PRINTING TRADES

SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	HWG
PRINTING TRADES SPECIALIST I (PHOTOCOPY)	CL66	1488	1946.00	2265.00	2024.00	2356.00	2
PRINTING TRADES SPECIALIST II (GENERAL)	CL70	1499	2094.00 2265.00	2462.00 2681.00	2178.00 2356.00	2560.00 2788.00	2 2
PRINTING TRADES SPECIALIST III (GENERAL)	CL83	1511	2278.00 2513.00	2700.00 2975.00	2369.00 2614.00	2808.00 3094.00	2 2
PRINTING TRADES SPECIALIST III (PROCESS CAMERA)	CL84	1512	2278.00	2700.00	2369.00	2808.00	2
PRINTING TRADES SPECIALIST IV	CL86	1522	2393.00	2834.00	2489.00	2947.00	2
PRINTING TRADES SPECIALIST TRAINEE (GENERAL)	CL60	1485	1748.00	2028.00	1818.00	2109.00	2
PROOFREADER	RH90	7265	3500.00	3500.00	3640.00	3640.00	2
SENIOR GRAPHIC ARTIST	GC55	2823	3199.00	3854.00	3327.00	4008.00	2
SHEETFED OFFSET PRESS OPERATOR I	RJ95	7327	3769.00	3769.00	3920.00	3920.00	2
SHEETFED OFFSET PRESS OPERATOR II	RJ85	7329	4180.00	4180.00	4347.00	4347.00	2
SHEETFED OFFSET PRESS OPERATOR III	RJ65	7330	4317.00	4317.00	4490.00	4490.00	2
SPECIALTY PRESS OPERATOR	RJ45	7314	3291.00	3291.00	3423.00	3423.00	2

11/16/99 PDC0089C

14 - PRINTING TRADES

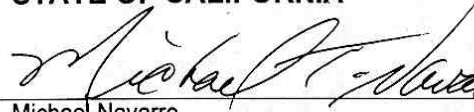
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WEBFED OFFSET PRESS OPERATOR I								
	RL65	7331		3948.00	3948.00	4106.00	4106.00	2
WEBFED OFFSET PRESS OPERATOR II								
	RL75	7332		4175.00	4175.00	4342.00	4342.00	2
WEBFED OFFSET PRESS OPERATOR III								
	RL55	7333		4429.00	4429.00	4606.00	4606.00	2

Signature Page

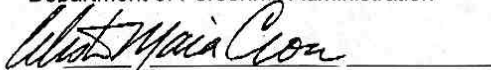
Bargaining Unit 14  
Printing Trades  
July 1, 1999 through June 30, 2001

DATE: JANUARY 14, 2000

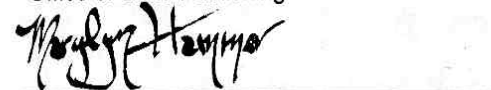
STATE OF CALIFORNIA



Michael Navarro  
Chief Negotiator  
Department of Personnel Administration



Celeste M. Cron  
Office of State Publishing



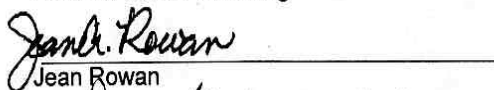
Marylyn Hammer  
Department of Transportation



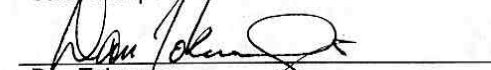
Shirley McCaff  
Department of Personnel Administration



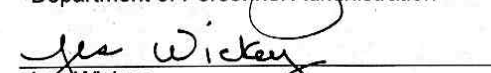
Cathie Neagle  
Office of State Publishing



Jean Rowan  
State Compensation Insurance Fund



Dan Tokunaga  
Department of Personnel Administration

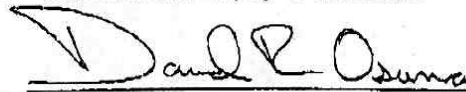


Les Wickey  
Department of General Services

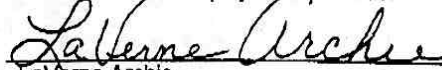
CSEA



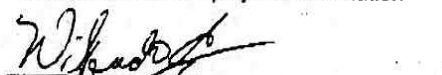
Gretchen Seagraves  
Chief Negotiator  
California State Employees Association



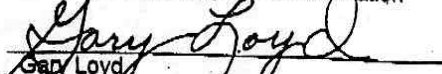
David Osuna  
Unit 14 Chairperson  
California State Employees Association



LaVerne Archie  
California State Employees Association



Willie Cruz  
California State Employees Association



Gary Loyd  
California State Employees Association



Jean Marie Morse  
California State Employees Association



Perry Phillis  
California State Employees Association