

Master Agreement

VERSION 3



between the
Service Employees International Union

SEIU Local 1000

and the State of California

covering Units: 1, 3, 4, 11, 14, 15, 17, 20, 21
Effective July 1, 2006 through June 30, 2008



**SEIU Local 1000 CONTRACT-VERSION 3
BARGAINING UNITS 1, 3, 4, 11, 14, 15, 17, 20, 21**

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PREAMBLES

PREAMBLE (Excludes Unit 14 and 17)

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 Service Employees International Union (SEIU) Local 1000, or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

The term "Contract" as used herein means the written agreement provided under section 3517.5 of the Government Code.

PREAMBLE.14 (Unit 14)

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 Service Employees International Union (SEIU), Local 1000, Union of California State Workers, hereinafter referred to as SEIU, Local 1000, or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety. The State and Union recognize State employees for their valuable contributions to the State of California and as such they will be afforded professional courtesy, dignity and respect.

The term "Contract" as used herein means the written agreement provided under section 3517.5 of the Government Code.

PREAMBLE.17 (Unit 17)

This MEMORANDUM OF UNDERSTANDING (Contract) is made and entered into by and between the STATE OF CALIFORNIA (State, or State Employer) pursuant to sections 19815.4 and 3517 of the Government Code, and the Service Employees International Union (SEIU) Local 1000, pursuant to the Ralph C. Dills Act (Dills Act) commencing with section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and 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 State and Union recognize nursing professionals in Bargaining Unit 17 for their valuable contributions to the State of California and as such they will be afforded professional courtesy, dignity and respect. The term "Contract" as used herein means the written agreement provided under section 3517.5 of the Government Code.

ARTICLE 1 – RECOGNITION

1.1 Recognition (Excludes Unit 17)

- A. (Unit 1) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-1, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union, (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Administrative, Financial, and Staff Services Bargaining Unit, hereinafter referred to as Unit 1. Unit 1 consists of all employees in the job classifications listed by title in Appendix "A" attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 1 shall be incorporated in the Contract.
- A. (Unit 3) Pursuant to Public Employment Relations Board (PERB) Decisions SA-SR-3, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union, (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Educators and Librarians Bargaining Unit, hereinafter referred to as Unit 3. Unit 3 consists of all employees in the job classifications listed by title in the Salary schedule attached hereto and incorporated by

reference as part of this Contract. Any new classes established and assigned to Unit 3 shall be incorporated in the contract.

- A. (Unit 4) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-4, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers), as the exclusive representative for the Office and Allied Bargaining Unit, hereinafter referred to as Unit 4. Unit 4 consists of all employees in the job classifications listed by title in Appendix "E" attached hereto and incorporated by reference as a part of this Contract.
- A. (Unit 11) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-11, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers), as the exclusive representative for the Engineering and Scientific Technician Bargaining Unit, hereinafter referred to as Unit 11. Unit 11 consists of all employees in the job classifications listed by title in Appendix "G" attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 11 shall be incorporated in the Contract.
- A. (Unit 14) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-14, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers), as the exclusive representative for the Printing Trades Bargaining Unit, hereinafter referred to as Unit 14. Unit 14 consists of all employees in the job classifications listed by title in Appendix "I" attached hereto and incorporated by reference as a part of this Contract.
- A. (Unit 15) Pursuant to Public Employment Relations Board (PERB) Decisions SA-SR-15, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers), as the exclusive representative for the Allied Services Bargaining Unit, hereinafter referred to as Unit 15. Unit 15 consists of all employees in the job classifications listed by title in Appendix "K" attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 15 shall be incorporated in the contract.
- A. (Unit 20) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-20, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers), as the exclusive representative for the Medical and Social Services Specialists Bargaining Unit, hereinafter referred to as Unit 20. Unit 20 consists of all employees in the job classifications listed by title in Appendix "O" attached hereto and incorporated by reference as part of this Contract. Any new classes established and assigned to Unit 20 shall be incorporated in the contract.
- A. (Unit 21) Pursuant to Public Employment Relations Board (PERB) Decision S-SA-SR-21, as amended by SA-AC-54-S, the State recognizes the Services Employees International Union (SEIU), Local 1000 (Union of California State Workers), as the exclusive representative for the Education Consultants and Library Bargaining Unit, hereinafter referred to as Unit 21. Unit 21 consists of all employees in the job classifications listed by title in the Salary Schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 21 shall be incorporated in the contract.
- B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers) recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.
- C. The Service Employees International Union (SEIU), Local 1000 (Union of California State Workers) agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this article.

1.1.17 Recognition (Unit 17)

- A. Pursuant to Public Employment Relations Board (PERB) decision SA-SR-17, the State recognizes SEIU Local 1000, as the exclusive representative for Registered Nurse Bargaining Unit 17, hereinafter referred to as Unit 17. Unit 17 consists of all employees in the job classifications listed by title in Appendix "M" attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 17 shall be incorporated in the contract.

- B. The State further recognizes the professional nature of the duties and responsibilities of Unit 17 employees in their contribution to the successful performance of the mission of State government.
- C. Pursuant to Government Code sections 19815, 19815.4, and 3517, 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.

1.2.1 Designation of Confidential Positions (Unit 1)

- A. "Confidential employee" is defined as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions [Government Code section 3513(f)].
- B. Performance of the following work tasks does not in and of itself justify/qualify for confidential status:
 - 1. Processing grievances;
 - 2. Processing Workers' Compensation claims, appointment papers, Family Medical Leave Act (FMLA) applications and policies, examination design and execution, training of employees, handling post and bid programs.
- C. The State may designate up to eight hundred (800) Unit 1 positions as confidential. All incumbents in confidential positions shall remain in those positions. The eight hundred (800) number shall be reached through attrition. This limit shall include positions already designated by the PERB. Each appointing power may have at least one position designated as confidential.
- D. If the State proposes to designate positions as confidential, the State shall provide Notice to the Union and shall meet and confer with the Union upon request. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.
- E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned or designated into a confidential position.
- F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including names, classifications and position numbers; upon request but in no event more than every six (6) months following the ratification of the Contract.
- G. Any grievance regarding this Contract section shall be filed by the Union at Step 3 (DPA).

1.2.4 Designation of Confidential Positions (Unit 4)

- A. "Confidential employee" is defined as any employee who is required to develop or present management's positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions (Government Code section 3513[f]).
- B. Performance of the following work tasks does not in and of itself justify/qualify for confidential status:
 - 1. Processing grievances
 - 2. Processing Workers' compensation claims, appointment papers, FMLA applications and policies; examination design and execution, training of employees; handling post and bid programs.
- C. The State may designate up to five hundred (500) Unit 4 positions as confidential. All incumbents in confidential positions shall remain in those positions. The five hundred (500) number shall be reached through attrition. This limit shall include positions already designated by the PERB. Each appointing power may have at least one position designated as confidential.
- D. If the State proposes to designate positions as confidential, the State shall provide notice to the Union and shall meet and confer with the Union upon request. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.
- E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned of designated into a confidential position.
- F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including names, classification positions numbers; upon request but in no event more than every six (6) months following the ratification of the Contract.
- G. Any grievance regarding this Contract section shall be filed by the Union at the DPA level.

ARTICLE 2 – UNION REPRESENTATION RIGHTS

2.1 Union Representatives (Excludes Unit 17 and 21)

- A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:
 - 1. The enforcement of this Contract;
 - 2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
 - 3. Informal settlement conferences or formal hearings conducted by the PERB;
 - 4. Matters scheduled for hearing by Victim Compensation and Governmental Claims Board;
 - 5. Matters pending before the State Personnel Board (SPB);
 - 6. AWOLs and appeals to set aside resignations;
 - 7. Discussions with management regarding denials of reasonable accommodation;
 - 8. The DPA statutory appeal hearings.
- B. A written list of Union stewards, and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.
- C. Area of Representation – A Union steward's "area of primary representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the DPA step of the grievance procedure.

2.1.17 Union Representatives (Unit 17)

- A. Steward Designation
A written list of Union stewards and elected bargaining unit council representatives, broken down by department, unit and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.
- B. Scope of Representation
The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives and/or Union staff on the following:
 - 1. The enforcement of this contract;
 - 2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
 - 3. Informal settlement conferences or formal hearings conducted by the PERB;
 - 4. Matters scheduled for hearing by the Board of Control;
 - 5. Matters pending before the State Personnel Board (SPB);
 - 6. Absence Without Leaves (AWOLs) and appeals to set aside resignations;
 - 7. Discussions with management regarding denials of reasonable accommodation and
 - 8. DPA statutory appeal hearing
- C. Area of Representation
A Union steward's, "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, departments, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to Step 2 (Department Head) of the grievance procedure.

2.1.21 Union Representatives (Unit 21)

- A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives and/or Union staff on the following:
 - 1. The enforcement of this Contract;
 - 2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;

3. Informal settlement conferences or formal hearings conducted by the PERB;
 4. Matters scheduled for hearing by the Board of Control;
 5. Matters pending before the State Personnel Board (SPB);
 6. AWOLs and appeals to set aside resignations;
 7. Discussions with management regarding denials of reasonable accommodation;
 8. DPA statutory appeals hearings.
- B. A written list of Union stewards, and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.
- C. Area of Representation:
 Union stewards "area of primary representation" is defined as an institution, office or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, departments, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to Step 3 of the Grievance Procedure, (Section 6.9.21).

2.2 Access (Excludes Unit 17)

- A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to section 2.1(A) above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.
- B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

2.2.17 Access (Unit 17)

Union stewards, Union staff, and/or elected bargaining unit council representatives shall not be unreasonably denied nor delayed access to employees to represent them pursuant to section 2.1.17(A) above and subject to the constraints listed below. Access shall not interfere with the work of the employees. Union stewards, Union staff or elected bargaining unit 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, security, or patient care including patient privacy; however, where access is restricted, other reasonable accommodations shall be made. Accommodation of access requests shall include considerations for privacy.

2.3 Use of State Equipment (Excludes Unit 21)

- A. Union stewards shall be permitted reasonable use of State phones and telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in section 2.1 and 2.1.17, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.
- D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

2.3.21 Use of State Equipment (Unit 21)

- A. Union stewards shall be permitted reasonable use of State phones to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in article 2.1.21, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

2.4 Distribution of Union Information (Excludes Unit 17)

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.
- C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.
- D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

2.4.17 Distribution of Union Information (Unit 17)

- 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 shall be installed where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with departmental procedures.
- C. Unit 17 job stewards may continue to use existing mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.
- D. The Union shall be permitted incidental and minimal use of the State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- E. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.
- F. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.

2.5 Use of State Facilities

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

2.6 Steward Time Off

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with section 2.1(A), 2.1.17(B), and 2.1.21(A) of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

2.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with section 2.2 and 2.2.17 above during work hours, subject to approval of the employee's supervisor.

2.8 Union Steward Protection

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

2.9 Union Information Packets (Excludes Unit 17 and 21)

- A. Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.
- B. The packet of information provided by SEIU Local 1000 shall include a pre-addressed, stamped postcard that the employee may use to notify SEIU Local 1000 of a new appointment.

2.9.17 Union Information Packets (Unit 17)

- A. Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a copy of the current Contract as well as a packet of Union information, both of which have been supplied by the Union.
- B. The packet of information provided by the Union shall include a pre-addressed, stamped postcard that the employee may use to notify SEIU Local 1000 of a new appointment.

2.9.21 Union Information Packets (Unit 21)

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

2.10 Orientation (Excludes Unit 17)

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

2.10.17 New Employee Orientation (Unit 17)

- A. Consistent with section 2.2.17 of this Contract, a Union staff member and/or designee will be afforded the opportunity to meet with Unit 17 employees for up to twenty (20) minutes during any regularly scheduled new employee orientation session, for orientation of the employees to the contract and the Union.
- B. In the event a department does not schedule new employee orientation sessions or the employee is unable to attend a scheduled orientation session, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) minutes during normal working hours for orientation to the Contract and the Union.
It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable State travel time to and from the presentation.

2.11 Bargaining Unit Chair Time Off (Excludes Unit 21)

The appropriate bargaining unit chair or vice chair, not both, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

2.12.14 Distribution of Literature (Unit 14)

- 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 twelve (12) inches by eighteen (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 lessor policies may preclude any personal posting. Nothing in this agreement will be interpreted to contravene such prohibitions.

2.13.14 Union Information Packets (Unit 14)

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that SEIU, 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 SEIU, Local 1000. The packet of information provided by SEIU, Local 1000 shall include a pre-addressed, stamped postcard that the hiring State agency shall use to notify SEIU, Local 1000 of a new appointment to Bargaining Unit 14 and as confirmation that the newly-appointed employee has been provided with the union information packet.

ARTICLE 3 – UNION SECURITY

3.1 Union Security

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this Contract by the Legislature and the Union, the State agrees to calculate, deduct, and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for the Union, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct, and transmit Fair Share fees to the Union based upon any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Contract. The State and the Union agree that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall be subject to paying a Fair Share fee, if such a fee is applicable.
2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising there from.
3. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code section 3515.8.
4. No provisions of this section or any disputes arising there under shall be subject to the grievance and arbitration procedure contained in this Contract.
5. Should a rescission election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller's Office (SCO) within thirty (30) calendar days prior to the expiration of this Contract.

3.2 Release of Home Addresses: Non-Law Enforcement Employees (Excludes Unit 17 and 21)

A. Home Addresses - Generally

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

B. Home Address Withholding

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

C. Home Address Withhold Notification to Employees

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

D. Release and Use of Addresses

The SCO shall send the Union a list of all bargaining unit 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 employees.
- F. Address Confidentiality
Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.
- G. Costs Reimbursable
The Union agrees to pay necessary and reasonable costs incurred by the SCO 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.

3.2.17 Home Addresses (Unit 17)

- A. Home Addresses – Generally
Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires. Notwithstanding any other provision of this agreement, 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 By Non-Law Enforcement Related Employees
Effective one month following ratification of this agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 17 employees who perform non-law enforcement related functions with the option of having their home address withheld from the Union. Instead, employees who perform non-law enforcement related functions will, upon request on their own initiative, be given a separate form by their appointing power that permits two (2) 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 Non-Law Enforcement Related Employees
Within one month following ratification of this agreement by both parties, the State will send a letter to all existing Unit 17 employees who perform non-law enforcement related functions that have previously requested their home address remain confidential. 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 SCO will send the Union a list of all Unit 17 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. The SCO will also send the Union a list of all Unit 17 employees who perform law enforcement-related functions (if any). Said list(s) will contain the employees' 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 law enforcement-related employees, and non-law enforcement 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 Unit 17 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. Employee addresses shall only be used by the Union for representational purposes.
- G. Nature of Material
The Union agrees that any of its 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.
- H. Costs Reimbursable
The Union agrees to pay necessary and reasonable costs incurred by the SCO to produce the necessary name/home/work address tape file on a monthly basis.
- I. Hold Harmless and Indemnification
Notwithstanding any other provision of this agreement, 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 agreement.

3.2.21 Release of Home Addresses (Unit 21)

- A. Home Addresses – Generally
Consistent with PERB regulations and State law, the State shall continue to provide SEIU Local 1000 with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires. Notwithstanding any other provision of this agreement, any employee may have his/her home address withheld from SEIU Local 1000 at any time by submitting a written request to his/her appointing power on a form provided by the State.
- B. Home Address Withholding by Non-Law Enforcement Related Employees
The State will no longer use an Employee Action Request form that provides Unit 21 employees who perform non-law enforcement related functions with the option of having their home address withheld from SEIU Local 1000. Instead, employees who perform non-law enforcement related functions will, upon request on their own initiative, be given a separate form by their appointing power that permits two (2) choices: (1) withhold their address from SEIU Local 1000, or (2) to cancel a previous withhold request thereby permitting release of their home address to SEIU Local 1000.
- C. Home Address Mailings by the State
The State will mail SEIU Local 1000 information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from SEIU Local 1000. Said material shall be provided by SEIU Local 1000. The cost of this mailing shall be paid for by SEIU Local 1000. SEIU Local 1000 agrees to hold the State harmless for any annual mail that does not reach Unit 21 employees.
- D. Address Confidentiality
Employee work and home addresses shall be maintained as confidential by SEIU Local 1000. SEIU Local 1000 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. Employee addresses shall only be used by SEIU Local 1000 for representational purposes.
- E. Nature of Material
SEIU Local 1000 agrees that any of its 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 produce or service unrelated to representation by SEIU Local 1000.
- F. Costs Reimbursable
SEIU Local 1000 agrees to pay necessary and reasonable costs incurred by the SCO to produce the necessary name/home/work address tape file on a monthly basis.
- G. Hold Harmless and Indemnification
Notwithstanding any other provision of this agreement, SEIU Local 1000 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 agreement.

3.3.14 Union Label (Unit 14)

- A. 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 (OSP). Agency printing requests to the OSP 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 OSP, 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.
- E. The Union label to be displayed is represented by the symbol that follows:



ARTICLE 4 – STATE’S RIGHTS

4.1 State’s Rights (Excludes Unit 21)

- 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.

4.1.21 State’s Rights (Unit 21)

- A. Except for those rights which are expressly abridged or limited by this Contract, all rights are reserved to the State.
- B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training of employees; to determine the methods, means and personnel by which State operations are to be conducted; to take

all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.

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

ARTICLE 5 – GENERAL PROVISIONS

5.1 No Strike

- A. During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

5.2 No Lockout

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

5.3 Individual Agreements Prohibited

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

5.4 Savings Clause (Excludes Unit 17)

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

5.4.17 Savings Clause (Unit 17)

Should a court of competent jurisdiction find any provision(s) of this Contract unlawful 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 (Excludes Unit 21)

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

5.5.21 Reprisals (Unit 21)

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

5.6.1, 5.6.3, 5.6.11, 5.6.15, 5.6.21 Supersession (Unit 1, 3, 11, 15, and 21)

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.

A. Government Code Sections

1. General

- 19824 Establishes monthly pay periods.
- 19838 Provides for methods of collecting overpayments and correcting payroll errors to employees.
- 19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
- 19888 Specifies that service during an emergency is to be credited for vacation, sick leave, and Merit Salary Adjustments (MSA).

2. Step Increases

- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual MSAs for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

3. Holidays

- 19853 Establishes Holidays
- 19854 Adds Personal Holiday

4. Vacation

- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Allows DPA to establish rules for vacation accrual for absences of ten days or less.
- 19858.1 Establishes vacation earning rate.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19861 Allows DPA to establish rules for sick leave accrual for absences of ten days or less.
- 19862 Allows for accumulation of sick leave.
- 19863 Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Allows rules to allow sick leave accumulation for non-civil service employees.

- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.
- 6. Uniforms, Work Clothes, and Safety Equipment**
- 19850 Definitions
- 19850.3 DPA to determine need for uniform replacement
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.
- 7. Industrial Disability Leave (IDL)**
- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay."
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.
- 8. Non-Industrial Disability Insurance (NDI)**
- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other case payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes DPA to establish rules governing NDI.
- 9. Life Insurance**
- 21600 Establishes group term life insurance benefits.
- 21604 Provides for Death Benefit from PERS.
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
- 10. Health Insurance**
- 22808 Provides for continuation of health plan coverage during leave of absence without pay.
- 22870 Provides for employee and employer contribution.
- 22871 Sets employer contribution.
- 11. Workweek**
- 19843 Establishes Work Week Groups.
- 19851 Sets 40-hour workweek and eight-hour day.
- 12. Overtime**
- 19844 Directs DPA to establish rules regarding cash compensation time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.

- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.
- 13. Deferred Compensation**
- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
- 14. Relocation Expenses**
- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 15. Travel Expenses**
- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
- 19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.
- 16. Leaves of Absence**
- 19991 Allows release time for civil service examinations
- 19991.1 Allows leave without pay, not to exceed one year, assures right of return.
- 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
- 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.
- 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.
- 17. Performance Reports**
- 19992 Allows the establishment of performance standards.
- 19992.1 Requires performance reports to be accurate.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.
- 18. Involuntary Transfers**
- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.
- 19. Demotion and Layoff**
- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
- 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

- 19998.1 State restriction on appointments.
- 20. Incompatible Activities**
- 19990 Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.
- 21. Training**
- 19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.
- 19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

5.6.4 and 5.6.14 Supersession (Unit 4 and 14)

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

NOTE: Each Unit has its own Supersession language with the new Government Code numbers under life insurances.

A. Government Code Sections

1. General

- 19824 Establishes monthly pay periods.
- 19838 Provides for methods of collecting overpayments and correcting payroll errors to employees.
- 19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
- 19888 Specifies that service during an emergency is to be credited for vacation, sick leave, and Merit Salary Adjustments (MSA).

2. Step Increases

- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual MSAs for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

3. Holidays

- 19853 Establishes Holidays
- 19854 Adds Personal Holiday

4. Vacation

- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Allows DPA to establish rules for vacation accrual for absences of ten days or less.
- 19858.1 Establishes vacation earning rate.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19861 Allows DPA to establish rules for sick leave accrual for absences of ten days or less.
- 19862 Allows for accumulation of sick leave.
- 19863 Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Allows rules to allow sick leave accumulation for non-civil service employees.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Uniforms, Work Clothes, and Safety Equipment

- 19850 Definitions
- 19850.3 DPA to determine need for uniform replacement
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

7. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay."
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.

8. Non-Industrial Disability Insurance (NDI)

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other case payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes DPA to establish rules governing NDI.

9. Life Insurance

- 21600 Establishes group term life insurance benefits.
- 21604 Provides for Death Benefit from CalPERS.
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

10. Health Insurance

- 22808 Provides for continuation of health plan coverage during leave of absence without pay.
- 22870 Provides for employee and employer contribution.
- 22871 Sets employer contribution.

11. Workweek

- 19843 Establishes Work Week Groups.
- 19851 Sets 40-hour workweek and eight-hour day.

12. Overtime

- 19844 Directs DPA to establish rules regarding cash compensation time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

13. Deferred Compensation

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

14. Relocation Expenses

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

15. Travel Expenses

- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
- 19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.

16. Leaves of Absence

- 19991 Allows release time for civil service examinations
- 19991.1 Allows leave without pay, not to exceed one year, assures right of return.
- 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
- 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.
- 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

17. Performance Reports

- 19992 Allows the establishment of performance standards.
- 19992.1 Requires performance reports to be accurate.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.

18. Involuntary Transfers

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

19. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes

in which employee efficiency is combined with seniority to determine order of layoff.

- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
- 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.
- 19998.1 State restriction on appointments.

20. Incompatible Activities

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

21. Training

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

5.6.17 Supersession (Unit 17)

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 supercede 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 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 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.
- 19858.1 Allows vacation earning rate.

- 19863 Allows vacation use while on temporary disability (due to work incurred injury) to augment paycheck.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.
- 4. Sick Leave**
- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19862 Establishes accumulation of sick leave.
- 19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows 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 Definitions
- 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.
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- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
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- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disabled more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.
- 7. Non-Industrial Disability Insurance (NDI)**
- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other cash payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes DPA to establish rules governing NDI.
- 8. Life Insurance**
- 20796 Provides for employer contributions.
- 21600 Establishes group term life insurance benefits.
- 21604 Provides for Death Benefit from PERS.
- 21605 Sets Death Benefit at \$5,000 plus fifty percent (50%) 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**
- 19843 Establishes Work Week Groups
- 19851 Sets 40-hour workweek and 8-hour day.
- 11. Overtime**
- 19844 Directs DPA to establish rules regarding cash compensation and compensating time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.
- 12. Deferred Compensation**
- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
- 13. Relocation Expenses**
- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 14. Travel Expenses**
- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
- 19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.
- 15. Leave of Absence**
- 19991 Allows release time for civil service examinations
- 19991.1 Allows leave without pay, not to exceed one year, assures right of return.
- 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
- 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
- 19991.6 Provides one year of pregnancy each or less as required by a permanent female employee.
- 16. Performance Reports**
- 19992.1 Requires performance reports to be accurate.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Provides for the use of performance reports in determining salary increases and decreases, layoffs, transfers, demotions and dismissals.
- 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) days prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.
- 18. Demotion and Layoff**
- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30-day written notice prior to layoff and not more than 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.
- 19998.1 Provides for the use of State restrictions of appointments. (SROA)
- 19. Incompatible Activities**
- 19990 Requires each appointment power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.
- 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.
- 21. Overpayment/Payroll Errors**
- 19838 Provides for methods of collecting overpayments and correcting payroll errors.
- 22. Holidays**
- 19853 Establishes Holidays
- 19854 Adds Personal Holiday

5.6.20 Supersession (Unit 20)

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

NOTE: Each Unit has its own supersession language with the new Government Code numbers under life insurances.

A. Government Code Sections

1. General

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2. Step Increases

- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual MSAs for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)
- 19838 Provides for methods of collecting overpayments and correcting payroll errors to employees (Units 1, 4, 11 & 20 only)

3. Holidays

- 19853 Establishes Holidays
- 19854 Adds Personal Holiday

4. Vacation

- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Allows DPA to establish rules for vacation accrual for absences of ten days or less.
- 19858.1 Establishes vacation earning rate.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19861 Allows DPA to establish rules for sick leave accrual for absences of ten days or less.
- 19862 Allows for accumulation of sick leave.
- 19863 Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Allows rules to allow sick leave accumulation for non-civil service employees.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Uniforms, Work Clothes, and Safety Equipment

- 19850 Definitions
- 19850.3 DPA to determine need for uniform replacement
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

7. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay."
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.

8. Non-Industrial Disability Insurance (NDI)

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.

- 19882 Bans NDI coverage if employee is receiving other case payment benefits.
 - 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
 - 19884 Filing procedures; determination and payment of benefits.
 - 19885 Authorizes DPA to establish rules governing NDI.
- 9. Life Insurance**
- 21600 Establishes group term life insurance benefits.
 - 21604 Provides for Death Benefit from PERS.
 - 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
- 10. Health Insurance**
- 22808 Provides for continuation of health plan coverage during leave of absence without pay.
 - 22870 Provides for employee and employer contribution.
 - 22871 Sets employer contribution.
- 11. Workweek**
- 19843 Establishes Work Week Groups.
 - 19851 Sets 40-hour workweek and eight-hour day.
- 12. Overtime**
- 19844 Directs DPA to establish rules regarding cash compensation time off.
 - 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
 - 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
 - 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.
- 13. Deferred Compensation**
- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
- 14. Relocation Expenses**
- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 15. Travel Expenses**
- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
 - 19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.
- 16. Leaves of Absence**
- 19991 Allows release time for civil service examinations
 - 19991.1 Allows leave without pay, not to exceed one year, assures right of return.
 - 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
 - 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.
 - 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.
- 17. Performance Reports**
- 19992 Allows the establishment of performance standards.
 - 19992.1 Requires performance reports to be accurate.
 - 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
 - 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.

18. Involuntary Transfers

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

19. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
- 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.
- 19998.1 State restriction on appointments.

20. Incompatible Activities

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

21. Training

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

5.7 Non-Discrimination (Excludes Unit 17)

- A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability consistent with applicable State and Federal law.
- B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, or may be appealed to the SPB through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in article 6.

5.7.17 Non-Discrimination (Unit 17)

- A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability consistent with applicable State and Federal Law.
- B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation for a physical or mental disability may be subject to the grievance procedure up to the third level, or may be appealed to the SPB through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance procedure up to the third level.

5.8 Sexual Harassment (Excludes Unit 17)

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, or may be appealed to the SPB through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the DFEH, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance, arbitration and AWOL procedures in article 6.

5.8.17 Sexual Harassment (Unit 17)

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved and shall post a statement of its commitment to this principle at all work sites. If the State makes revisions to the policy, the State will distribute the policy to all Unit 17 employees.
- B. At the employee's discretion, allegations of sexual harassment may not be subject to the grievance procedure up to the third level, or may be appealed to the SPB through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the DFEH, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance procedure up to the third level.

5.9 Joint Labor/Management Committee on Discrimination (JLMCD)

- A. Upon the request of the SPB, the Joint Labor/Management Committee on Discrimination will meet to discuss the committee recommendations from the December 2000 and November 2003 JLMCD Reports, submitted to the SPB relating to maintaining a discrimination-free state workplace.
- B. The committee will consist of five (5) Union representatives who will represent SEIU Local 1000 and five (5) State representatives. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.
- C. Following a meeting convened by the SPB, the JLMCD shall meet to discuss requests made of the JLMCD by SPB. The State agrees that the Union representatives will be permitted eighty (80) hours of release time during the twelve (12) months following ratification of this Contract to serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

5.10 Labor/Management Committees (Excludes Unit 17)

- A. Upon mutual agreement of the department head or designee and the Union, a labor/management committee may be established to address specific or ongoing issues.
- B. Such committees may be established according to the following guidelines:
 - 1. The committees will consist of equal numbers of management representatives selected by the department head or designee and Union representatives selected by the Union.
 - 2. Committee recommendations, if any, will be advisory in nature.
 - 3. Labor/management committee meetings shall not be considered Contract negotiations and shall not be considered a substitute for the grievance procedure.
 - 4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the committee.

5.10.17 Labor/Management Committee (Unit 17)

Upon request of the Union and with the concurrence of the department head or designee, a Labor/Management Committee may be established to address specific issues relating to Unit 17. Such committees may be established according to the following guidelines:

- A. The committee will consist of equal numbers of management and Union representatives. If requested by the Union, up to three (3) Union-appointed employee representatives shall be on State Release Time to attend these committee meetings. More team members may be allowed depending on the complexity of the issue and if productive to the overall goals of the Committee. All additional members shall be on union leave.
- B. Committee recommendations, if any, will be advisory in nature.
- C. Labor/Management Committee meetings shall not be considered Contract negotiations and shall not be considered a substitute for the grievance procedure or professional practice groups.

5.11 Dignity Clause (Excludes Unit 17)

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

5.12 Upward Mobility Joint Labor/Management Committee (Excludes Unit 15 and 17)

- A. The State and the Union agree to continue the Joint Labor/Management Committee on Upward Mobility to assist departments in complying with their upward mobility requirements.
- B. The Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by DPA and four (4) Union members selected by the Union who will represent all SEIU Local 1000 bargaining units. The committee shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.
- C. At the request of the Union, the committee will meet quarterly. Members of the committee will be granted state release time for all committee meetings.
- D. The committee will develop a handbook identifying outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The committee may also include internal state sources for career training opportunities.
- E. Each department shall establish and maintain an upward mobility program consistent with SPB Regulations. At the request of the Union, the department shall meet to discuss their upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. Any change shall be consistent with the SPB regulations.

5.13.1 Correctional Case Records Analyst Workload Committee (Unit 1)

The State and the Union agree to convene a Joint Labor/Management Committee to review the Correctional Case Records Analyst workload data results from the 2001 survey and other relevant workload data, and discuss the proposed workload formula/standards. The State and the Union shall each be entitled to select a maximum of five (5) representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Committee members and employee subject matter experts shall serve without loss of compensation.

The committee members will discuss and make recommendations on:

1. Development of workload formula/standards;
2. Alternatives to mandatory overtime.

The committee recommendation on the workload standards will be considered by management as a management tool for arriving at a suggested level and for helping in arranging and organizing work assignments.

5.13.14 Labor/Management Committee-OSP (Unit 14)

The Department of General Services (DGS), OSP agrees to establish a Joint Labor/Management Committee to discuss issues of concern to Unit 14 employees at 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) Unit 14 employees. 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 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, ARBITRATION, and AWOL PROCEDURES

6.1 Purpose

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

6.2 Definitions

- A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term “immediate supervisor” means the individual identified by the department head.
- D. As used in this procedure, the term “party” means the Union, an employee, or the State.
- E. A “Union representative” refers to a Union steward or staff representative or a bargaining unit council representative.

6.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

6.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

6.5 Presentation (Excludes Unit 21)

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.

6.5.21 Presentation (Unit 21)

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step providing it causes no additional cost to the State.

6.6 Informal Discussion (Excludes Unit 17)

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

6.6.17 Informal Discussion (Supervisor) (Unit 17)

An employee grievance initially shall be discussed with the employee's immediate supervisor within fourteen (14) calendar days of the occurrence of the event or circumstances occasioning the grievance, or within fourteen (14) calendar days of the date the employee could reasonably be expected to have knowledge of the event. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

6.7 Formal Grievance – Step 1 (Excludes Unit 17 and 21)

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than twenty-one (21) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.
- B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the first formal level of appeal. Said grievance shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought.
- C. Within twenty-one (21) calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievance.
- D. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

6.7.17 Formal Grievance - Step 1 (Facility Head/Department Program Manager) (Unit 17)

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than fourteen (14) calendar days after the supervisor's response.
- B. A formal grievance may be initiated and shall be in writing on a form provided by the State and shall be filed with the person designated by management as the first formal level of review. (In twenty-four [24] hour facilities this will typically be the facility Labor Relations Coordinator or designee.) The grievance shall be signed, specific, contain a synopsis of the facts giving rise to the alleged violation, cite the specific article(s) and section(s) of this Contract alleged to have been violated, contain the date of the alleged violation if applicable or known, and state the relief or remedy requested.
- C. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated as the first formal level of review shall respond in writing to the grievance. No Contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.
- D. Upon request by either party, an additional seven (7) calendar days shall be granted under paragraph A or C above.

6.7.21 Formal Grievance – Step 1 (Supervisor) (Unit 21)

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:
 1. Thirty (30) calendar days after the event or circumstances occasioning the grievance, or

2. Within seven (7) calendar days after receipt of the decision rendered in the informal grievance procedure.
- B. However, under no circumstances may the period in which to bring the grievance be extended beyond thirty (30) calendar days in (1) above.
- C. A formal grievance shall be initiated on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal
- D. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievant.
- E. No Contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

6.8 Formal Grievance – Step 2 (Excludes Unit 17 and 21)

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to the department head or designee.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to SEIU Local 1000 Headquarters.

6.8.17 Formal Grievance – Step 2 (Department Head) (Unit 17)

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days to the department head or designee.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the department head or designee shall respond to the grievance.
- C. At SEIU Local 1000's request, and with mutual agreement, a meeting at the work location or other mutually agreed upon location shall be held for the purpose of discussing the grievance. Time limits applying to the grievances shall be extended so that the parties can discuss more than one grievance, if necessary.
- D. The grievant or SEIU Local 1000 representative, or both, may attend such meetings without loss of compensation.
- E. Within twenty-one (21) calendar days after the meeting, the department shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.

6.8.21 Formal Grievance – Step 2 (Department Head or Designee) (Unit 21)

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fourteen (14) calendar days after receipt to the department head or designee as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2(D).
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievant.
- C. No Contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

6.9 Formal Grievance – Step 3 (Excludes Unit 17 and 21)

If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the DPA or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected department(s).

- A. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the DPA or designee shall respond in writing to the grievance.

6.9.17 Formal Grievance - Step 3 (DPA) (Unit 17)

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the DPA or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the DPA or designee shall respond in writing to the grievance.

6.9.21 Formal Grievance – Step 3 (DPA) (Unit 21)

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the DPA or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the DPA or designee shall respond in writing to the grievance.

6.10 Response

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

6.11 Formal Grievance – Step 4

- A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to arbitration within thirty (30) calendar days after receipt of the third level response, it shall be considered withdrawn.
- B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within thirty (30) calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.
- C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties, unless the parties mutually agree to a different arrangement.
- D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in section 6.2(A) of this article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

6.12 Grievance Review (Excludes Unit 21)

Upon request, the State shall meet monthly with the Union in an attempt to settle and resolve grievances. The parties shall agree at least two (2) weeks prior to each meeting on the agenda and who shall attend.

6.13 AWOL Hearing Back Pay

In any hearing of an automatic resignation (AWOL) pursuant to Government Code section 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by the DPA, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this Contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter or affect the right to bring a legal challenge or appeal of the other aspects of the hearing officer's decision as provided in law. This does not otherwise limit or expand any other authority of the hearing officer under Government Code 19996.2.

6.14 Mini-Arbitration Procedure

The parties agree to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall begin ninety (90) days after reaching a tentative agreement and continue for one year, after which it shall terminate unless extended by mutual agreement. The parties shall meet after reaching a tentative agreement to determine the procedures necessary to implement this pilot program.

- A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that this process shall be used at least four (4) times during the pilot period.
- B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, the parties shall request the State Mediation and Conciliation Service to furnish a list of nine (9) arbitrators. The parties shall alternately strike names until one arbitrator remains.

- C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:
1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
 2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.
 3. Only the grievant, his/her union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.
 4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions and each side waives the right to cross-examine the other. There shall be no stenographic record or transcripts.
 5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
 6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
 7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.
 8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ten (10) days prior to the hearing.
- D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

ARTICLE 7 - HOLIDAYS

7.1 Holidays (Excludes Unit 17 and 21)

- A. Full-time and part-time employees, except civil service exempt Unit 3 employees in the Department of Education (DOE), shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
 1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
 2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
 3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this article. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to one personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.

- F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.
- G. When a full-time employee in WWG 2 is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. WWG E or SE Employees: When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.
- J. Part-time employees in WWG 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.
- K. Employees in WWG 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of section 19.2, in addition to the premium rate described in paragraph G or J above.
- L. Employees shall receive compensation for holidays in accordance with the following:

Chart for Computing Vacation, Sick Leave and Holiday Credits for all Fractional Time Base Employees Supersedes 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	HOURS OF MONTHLY EDUCATIONAL LEAVE
	7	10	11	12	13	14	16	17	18		
										SL/HOL 8	8
9/10	6.3	9	9.9	10.8	11.7	12.6	14.4	15.3	16.2	7.2	7.2
7/10	4.9	7	7.7	8.4	9.1	9.8	11.2	11.9	12.6	5.6	5.6
3/10	2.1	3	3.3	3.6	3.9	4.2	4.8	5.1	5.4	2.4	2.4
1/10	0.7	1	1.1	1.2	1.3	1.4	1.6	1.7	1.8	0.8	0.8
7/8	6.13	8.75	9.63	10.5	11.38	12.25	14	14.88	15.75	7	7
3/4	5.25	7.5	8.25	9	9.75	10.5	12	12.75	13.5	6	6
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10	10.63	11.25	5	5
1/2	3.5	5	5.5	6	6.5	7	8	8.5	9	4	4
3/8	2.63	3.75	4.13	4.5	4.88	5.25	6	6.38	6.75	3	3
1/4	1.75	2.5	2.75	3	3.25	3.5	4	4.25	4.5	2	2
1/8	0.88	1.25	1.38	1.5	1.63	1.75	2	2.13	2.25	1	1
4/5	5.6	8	8.8	9.6	10.4	11.2	12.8	13.6	14.4	6.4	6.4
3/5	4.2	6	6.6	7.2	7.8	8.4	9.6	10.2	10.8	4.8	4.8
2/5	2.8	4	4.4	4.8	5.2	5.6	6.4	6.8	7.2	3.2	3.2
1/5	1.4	2	2.2	2.4	2.6	2.8	3.2	3.4	3.6	1.6	1.6

An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

- M. Holiday Credit may be requested and taken in fifteen (15) minute increments.
- N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- O. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.
- Q. The parties will jointly develop a holiday compensation training program for departments.

7.1.17 Holidays (Unit 17)

- A. All full-time and part-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. Observed holidays shall include:
 1. January 1 (New Year's Day)
 2. The third Monday in January (Martin Luther King Jr.'s birthday), observed
 3. February 12 (Lincoln's birthday)
 4. The third Monday in February (Washington's birthday), observed
 5. March 31 (Cesar Chavez's birthday)
 6. The last Monday in May (Memorial Day), observed
 7. July 4 (Independence Day)
 8. The first Monday in September (Labor Day)
 9. The second Monday in October (Columbus Day), observed
 10. November 11 (Veteran's Day)
 11. Fourth Thursday in November (Thanksgiving Day)
 12. The day after Thanksgiving
 13. December 25 (Christmas Day)
- 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 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 the department head or designee shall make a reasonable effort to grant an employee's request for a personal holiday on the day of his/her choice. 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 carryover or cash out more than two (2) personal holidays in any fiscal year.
- E. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.
- F. Except as specified in paragraph J, when a Unit 17 employee in Work Week Group 2 (WWG 2) is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and one and a half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.
- G. Full-time employees exempt from the provision of the Fair Labor Standards Act (FLSA) who are required to work on a holiday shall receive an additional four (4) hours of informal time off (ITO) in addition to the eight (8) hours holiday credit received for the holiday.
- H. When a holiday other than a personal holiday falls on Sunday, full-time employees shall be entitled to Monday following as a holiday with pay.
- I. When a holiday falls on an employee's regularly scheduled day off, a full-time employee working an alternate work schedule shall receive eight (8) hours of holiday credit.
- J. Twenty four (24) hour facilities
 1. When other than a permanent intermittent employee in WWG 2 is required to work on a holiday, such employee shall receive one and a half (1½) pay the hourly rate for all hours worked on the holiday plus, at the department's option, either holiday credit or cash

- compensation in accordance with the Chart for Computing Vacation, Sick Leave and Holiday Credits in article 7.1(L) above. Permanent intermittent employees shall receive straight time for all hours worked on a holiday unless such time exceeds forty (40) hours in a workweek (one hundred sixty-eight [168] hour or seven [7] consecutive twenty-four [24] hour periods). The opportunity and approval of holiday time off shall not be unreasonably withheld.
2. When the holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive only eight (8) hours of holiday credit.
 3. Employees shall receive holiday credit on the day on which the holiday occurs. Employees who work the nocturnal shift (NOC) shall receive holiday credit for the shift which ends on the holiday.
- K. For the purpose of computing the number of hours worked, time during which an employee in WWG 2 is excused from work because of a holiday shall be considered as time worked by the employee.
- L. A less than full-time employee shall receive holiday credit in accordance with DPA rules and the Chart for Computing Vacation, Sick Leave and Holiday Credits in article 7.1(L) above.

7.1.21 Holidays (Unit 21)

- A. Full-time and part time employees shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
 1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
 2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
 3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this article. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to one personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.
- G. When a full-time employee in Work Week Group (WWG) 2 is required to work on an observed holiday, the employee shall receive eight hours of holiday credit and one and one-half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. WWG E: When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.
- J. Part time employees in WWG 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph L below, and one and one-half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.

- K. Employees in WWG 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of Section 19.1.21, in addition to the premium rate described in paragraphs G or J above.
- L. Employees shall receive compensation for holidays in accordance with the chart in article 7.1(L). An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.
- M. Holiday Credit may be requested and taken in fifteen (15) minute increments.
- N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- O. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

ARTICLE 8 – LEAVES

8.1 Vacation/Annual Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following month as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
241 months and over	14 hours per month
- B. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the annual leave program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.
- C. 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
- D. Employees who elect to move to the vacation and sick leave programs will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this agreement.
- E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation/annual leave credits as set forth under subsection A or C respectively. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- F. Part-time and hourly employees shall accrue proportional vacation/annual leave credits, in accordance with the chart shown in section 7.1(L) of this Contract.
- G. Vacation/annual leave accrual for employees in multiple positions will be computed by combining all positions, 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.

- H. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, 8.2.17, and 8.2.21 Sick Leave, of this Contract.
- I. WWG 2 employees may take vacation/annual leave credits in fifteen (15) minute increments.
- J. WWG 2 employees are authorized to use existing fractional vacation/annual leave hours that may have been accumulated.
- K. Subject to operational needs, the time when vacation/annual leave shall be taken by the employee shall not be unreasonably denied. Employee vacation/annual leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation/annual leave can only be cancelled when unanticipated operational needs require it.
- L. Vacation/annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation/annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation/annual leave period in order of seniority (defined as total months of State service in the same manner as vacation/annual leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/annual leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this article, shall not be affected by employee(s) entering the unit after the schedule has been established.
- M. If an employee does not use all of the vacation/annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation/annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation/annual leave hours if an employee was unable to reduce his/her accrued hours because the employee:
 - 1. was required to work as a result of fire, flood, or other extensive emergency;
 - 2. was assigned work of a priority or critical nature over an extended period of time;
 - 3. was absent on full salary for compensable injury;
 - 4. was prevented by department regulations from taking vacation/annual leave until December 31 because of sick leave; or
 - 5. was on jury duty.
- N. By June 1 of each calendar year those employees whose vacation/annual leave balance exceeds, or could exceed by December 31, the vacation/annual leave cap of subsection M, must submit to their supervisor for approval a plan to use vacation/annual leave 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/annual leave to reduce the employee's vacation/annual leave balance or potential balance on December 31 below the cap specified in subsection M.
- O. Upon termination from State employment, the employee shall be paid for accrued vacation/annual leave credits for all accrued vacation/annual leave time.
- P. 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.

8.2 Sick Leave (Excludes Unit 17 and 21)

- A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:
 - 1. Illness or injury, including illness or injury relating to pregnancy;
 - 2. Exposure to a contagious disease which is determined by a physician to require absence from work;
 - 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
 - 4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence

- shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.
- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.
 - C. Credit for less than full-time employees shall be computed as follows:
 - 1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in article 7.1(L).
 - 2. Multiple positions under this rule:
 - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
 - b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for [eight (8) hours per pay period] full-time employment credit.
 - D. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
 - 1. The employee has a demonstrable pattern of sick leave abuse; or
 - 2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.
 - E. An employee will not be denied the right to use sick leave or be subject to any type of corrective or disciplinary action, or in any manner discriminated against for using or attempting to exercise his/her right to use sick leave based solely on the amount of use.
 - F. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
 - G. Sick leave may be accumulated without limit.
 - H. Sick leave may be requested and taken in fifteen (15) minute increments.
 - I. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.
 - J. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

8.2.17 Sick Leave (Unit 17)

- 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 or licensed practitioner to require absence from work.

3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
 4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother or sister, or any person residing in the immediate household. Such absence shall be limited to six (6) work days 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 17 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 Chart for Computing Vacation, Sick Leave and Holiday Credit in article 7.1(L).
 2. Multiple positions under this rule:
 - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position.
 - b. Where an employee holds two (2) or more "less than full-time positions", the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.
- D. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
1. the employee has a demonstrable pattern of sick leave abuse; or
 2. the supervisor has a reasonable belief that the absence was for an unauthorized reason. Reasonable belief means that a prudent person would also believe the absence was for an unauthorized reason.
 3. Whenever practical the verification of absence for authorized sick leave will be requested prior to the employee's return to work.
- E. 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, when applicable, 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 and, if applicable, any additional information which, once provided, could reverse the decision. The employee shall have five (5) working days to provide additional documentation to verify the request for sick leave prior to the decision becoming final and the absence shall be considered unapproved.
- F. Approved EIDL, IDL, SDI, ENDI shall not be included in the number of occurrences of sick time usage for purpose of calculating sick leave abuse provided the employee follows the employers established procedures for obtaining approved leave. Absence from duty resulting from approved EIDL, IDL, or SDI (if applicable) shall not be subject to disciplinary action.
- G. Sick leave may be accumulated without limit.
- H. Sick leave may be requested and taken in fifteen (15) minute increments.
- I. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less

than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.

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

8.2.21 Sick Leave (Unit 21)

- A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:
 - 1. Illness or injury, including illness or injury relating to pregnancy.
 - 2. Exposure to a contagious disease which is determined by a physician to require absence from work.
 - 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
 - 4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.
- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.
- C. Credit for less than full-time employees shall be computed as follows:
 - 1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with article 7(L).
 - 2. Multiple positions under this rule:
 - a. An employee holding a position in State service in addition to the primary fulltime position with the State shall not receive credit for sick leave with pay for service in the additional position;
 - b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (eight [8] hours per pay period) full-time employment credit.
- D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
- E. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
 - 1. The employee has a demonstrable pattern of sick leave abuse; or
 - 2. The supervisor believes the absence was for an unauthorized reason.
- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.
- H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time

employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.

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

8.3 Bereavement Leave (Excludes Unit 17 and 20)

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of his/her aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family members of domestic partners as defined in paragraph A above. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 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 leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2 and 8.2.21. Any such request shall not be arbitrarily or unreasonably denied.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base (See schedule in article 7.)

8.3.17 Bereavement Leave (Unit 17)

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297, grandparent, grandchild, child, sister, brother, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight (8) hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight (8) hour days in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 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 leave. Should additional leave be necessary, the

department head or designee may authorize the use of existing leave credits or authorized leave without pay. Such requests shall not be unreasonably denied.

- D. Employees may utilize their annual leave, PLP, holiday, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for bereavement leave in accordance with the sick leave provision of this agreement.
- 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 in accordance with the Chart for Computing Vacation, Sick Leave and Holiday Credit in article 7.1(L).

8.3.20 Bereavement Leave (Unit 20)

- A. A department head or designee shall authorize bereavement leave with pay for a permanent full-time State employee due to death of his/her parent, stepparent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepchild, or adopted child, or anyone living in the household. Such bereavement leave shall be authorized for up to three (3) regular work days of the employee 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.
- B. 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, or any existing leave credits. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.
- C. Employees may utilize all leave credits for additional time required in excess of the time allowed in A or time required due to the death of other relatives not listed in A above.
- D. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employee's fractional time base. (See DPA Management Memo 83-7-1 for fractional time base employees.)

8.4 Parental Leave (Excludes Unit 17)

- A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery there from or care for the newborn child for a period not to exceed one year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- B. A male spouse or male parent or domestic partner (as defined in accordance with Family Code section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one year to care for his/her newborn child. The employee shall provide medical substantiation to support his/her request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

8.4.17 Parental Leave (Unit 17)

- 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 the adoption of a child for a period not to exceed one year. The employee shall provide medical/legal substantiation to support her request for pregnancy/adoption leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

- B. A male spouse or male parent, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one 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 thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- C. If the request for parental/adoption leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. Existing leave credits may be used for the purpose of assuming custody of the adopted child.
- E. During the period of time an employee is on parental/adoption leave, she/he shall be allowed to continue her/his health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

8.5 Adoption Leave (Excludes Unit 17)

- A. A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year. The employee may be required to provide substantiation to support the employee's request for adoption leave.
- B. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.
- C. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

8.6 Union Leave (Excludes Unit 17)

- A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. Union leave may also be granted during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:
 1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
 2. The Union leave request form shall be signed by either the SEIU Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the DPA.
 3. A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
 4. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-five percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave, within sixty (60) days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
 5. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
 6. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
 7. Employees on a Union leave shall suffer no loss of compensation or benefits.
 8. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and IDL.
 9. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

8.6.17 Union Leave (Unit 17)

- 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 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 thirty-three percent (33%) 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 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 SPB 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 IDL.
 - 8. In the event an employee on union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.
 - 9. The Union leave shall normally be requested fourteen (14) calendar days prior to the date of the leave.

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 year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
 - 1. Union activity;
 - 2. For temporary incapacity due to illness or injury;
 - 3. To be loaned to another governmental agency for performance of a specific assignment;
 - 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 - 5. Education;
 - 6. Research project;
 - 7. Personal or family matters; or
 - 8. Run for public office.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee:
 - 1. At the expiration of the leave; or
 - 2. Prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave) (Excludes Unit 3)

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.
- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.
- C. For the purposes of transferring leave credits the following definitions shall apply:
 - 1. Sick leave credits cannot be transferred;
 - 2. The receiving employee has exhausted all leave credits;
 - 3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave;
 - 4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
 - 5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
 - 6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
 - 7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
 - 8. This section is not subject to the grievance, arbitration and AWOL procedures article of the Contract.

8.8.3 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave) (Unit 3)

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.
- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.
- C. For the purposes of transferring leave credits the following definitions shall apply:
 - 1. Sick leave credits cannot be transferred;
 - 2. The receiving employee has exhausted all leave credits;

3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4 Personal Days – Special Schools except that such transferred days shall be credited as personal days;
4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
8. This section is not subject to the Grievance and Arbitration article of the Contract.

8.9 Catastrophic Leave - Natural Disaster (Excludes Unit 21)

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

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;
- D. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days;
- E. Personal holiday must be transferred in one day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base);
- F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
- G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
- H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
- I. This section is not subject to the grievance, arbitration and AWOL procedures article of this Contract.

8.9.21 Catastrophic Leave - Natural Disaster (Unit 21)

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

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;
- D. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation.

- E. Personal holiday must be transferred in one day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base);
- F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
- G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
- H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
- I. This section is not subject to the grievance, arbitration and AWOL procedures article of this Contract.

8.10 Release Time for State Civil Service Examinations (Excludes Unit 17, 20 and 21)

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two [2] working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift or the first watch on the day of a SPB examination.
- B. Authorized release time for reasonable travel time to and from the examination site may be granted by the department.
- C. This section applies to Unit 14 and 15 only. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite and travel to and from the examination site.

8.10.17 Release Time for State Civil Service Examinations (Unit 17)

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. 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 accommodate a shift change request from an employee who is scheduled to work a NOC shift or the first watch on the day of an SPB examination.

8.10.20 & 8.10.21 Release Time for State Civil Service Examinations (Unit 20 and 21)

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two [2] working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift or the first watch on the day of a SPB examination.
- B. Authorized release time for reasonable travel time to and from the examination site may be granted by the department.

8.11 Release Time for SPB Hearings (Excludes Unit 17)

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 SPB during the employee's normal work hours provided that the employee is either (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify before the SPB. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above on the day of a SPB hearing.

8.11.17 Release Time for SPB Hearings (Unit 17)

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 SPB 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 SPB. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above who is scheduled to work a graveyard shift on the day of an SPB hearing.

8.12 Leave Credits Upon Transfer in State Service (Excludes Unit 17 and 21)

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

8.12.21 Leave Credits Upon Transfer in State Service (Unit 21)

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

8.13 Court Appearance and/or Subpoenas (Excludes Unit 17 and 21)

- A. If an employee is served with a subpoena which compels his/her presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay. Such pay shall be in the amount of the difference between the employee's regular pay and any amount he/she receives for such appearance. In no case shall this amount exceed the employee's regular pay.
- B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, personal, annual, vacation or unpaid leave.
- C. Upon request and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A above.

8.13.17 Court Appearance and/or Court Subpoenas (Unit 17)

- A. Whenever an employee is served with a court 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. The time authorized and used by a Unit 17 employee who is required by the State to prepare and testify as a witness, shall be considered as time worked.
- B. A Bargaining Unit 17 employee shall be granted reasonable state release time for appearances before the Board of Registered Nurses if the employee is exonerated of all charges.
- C. This action shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular pay.
- D. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, personal, annual, vacation, or unpaid leave.
- E. Upon request and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A above.

8.14 Jury Duty (Excludes Unit 17 and 21)

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. Upon receiving notice of jury duty an employee shall immediately provide a copy of the notice to his/her supervisor.
- B. If payment is made for such time off, the employee is required to remit to the State jury fees received. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees. For the purposes of this section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.
- C. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the following:
 - 1. The department already maintains an appropriate work shift that utilizes the employee's classification; and
 - 2. The operational needs of the department permit such reassignment.
- D. An employee shall be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs B and C apply.
- E. For the purpose of this section, an employee summoned to jury duty may be required to adjust the work shift to an eight (8) hour schedule.
- F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

8.14.17 Jury Duty (Unit 17)

- 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. For night jury duty and twenty-four (24) hour facilities, the State shall adjust an employee's work shift and/or work schedule (including regularly scheduled days off) to accommodate jury duty and necessary travel time requirements.
- B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave, annual leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- E. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, provisions B and C apply.

8.14.21 Jury Duty (Unit 21)

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. This includes necessary travel time. The State may adjust the employee's work schedule to accommodate jury duty requirements.
- B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- E. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs C and D apply.

8.15 Personal Leave Program – Voluntary (Excludes Unit 17 and 21)

The State shall continue a Voluntary Personal Leave Program (PLP) for bargaining unit employees. Employees may voluntarily participate in the personal leave program on a continuing basis.

- A. Each full-time employee subject to paragraph B shall be credited with eight (8) hours of voluntary personal leave on the first day of the following monthly pay period for each month in the Voluntary PLP.
- B. Each full-time employee participating in the Voluntary PLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to five percent (5%). In exchange, eight (8) hours of leave will be credited to the employee's Voluntary PLP monthly.
- C. Personal leave shall be requested and used by the employee in the same manner as vacation/annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation/annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to article 8 (Leaves).
- D. An employee may accumulate no more than two hundred forty (240) hours of voluntary personal leave. When an employee reaches two hundred forty (240) hours of personal leave or would exceed two hundred forty (240) hours of personal leave with further accumulation, he/she shall be removed from the Voluntary PLP.
- E. When an employee is removed from the Voluntary PLP, he/she may not participate for a minimum of twelve (12) months and he/she is not eligible to re-enroll until his/her balance is reduced to a maximum of one hundred twenty (120) hours.
- F. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance (DOF), for the PLP, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, DPA Deferred Compensation Program as permitted by federal and state law.
- G. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP.
- H. A State employee in the PLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the PLP not occurred.
- I. The PLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- J. The PLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- K. Part-time employees shall be subject to the same conditions as stated above, on a pro rated basis.
- L. The PLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- M. The PLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.
- N. Employees on SDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP for that month.

8.15.17 Personal Leave Program – Voluntary (PLP) (Unit 17)

Unit 17 employees may voluntarily participate in the personal leave program on a continuing basis.

- A. Each full-time employee volunteering subject to paragraph B shall be credited with eight (8) hours of personal leave on the first day of the following monthly pay period for each month in the PLP.
- B. Each full-time employee volunteering to participate shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to five percent (5%). In exchange eight (8) hours of leave will be credited to the employee's PLP monthly.
- C. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to article 8 (Leaves) and sections 8.1 (Vacation/Annual Leave).
- D. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the DOF, for the personal leave program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employees personal leave balance may be transferred into a State of California, DPA, Deferred Compensation Program as permitted by federal and state law.
- E. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP.
- F. A State employee in the PLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the PLP not occurred.
- G. The PLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- H. The PLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- I. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- J. The PLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- K. The PLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.
- L. Employees on EIDL, SDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave Program for that month.

8.15.21 Personal Leave – Voluntary (Unit 21)

- A. Each department may decide whether it intends to offer the Voluntary Personal Leave Program (VPLP). Participating department will notify employees of any program conditions that they may establish (e.g., eligibility criteria, maximum carryover credits, operational limitations) and procedures for participation. Employee participation in the program shall be on a voluntary basis.
- B. Except for "K" below, only permanent full-time employees are eligible to participate in the VPLP. Interested employees may only request either one day (8 hours) or two (2) days (16 hours) personal leave per month with an equal reduction in pay. Approval or denial of the request shall be at the general discretion of the department and may vary within the department. A department may only approve either one day (8 hours) or two (2) days (16 hours) personal leave. Salary ranges and rates shall not be affected because of VPLP participation.
- C. Participating employees shall be credited with eight (8) or sixteen (16) hours of personal leave on first day of the following monthly pay period the employee is in the VPLP.

- D. Once approved, employees must remain in the program for twelve (12) months unless a department established a lesser time period. Once approved for the VPLP, an employee agrees to remain in the program for that time period. In the case of a financial hardship, an employee's request to cancel participation may be approved by a department on a case by case basis. The State reserves the right to cancel the program on a departmental, subdivisional or individual basis at any time with thirty (30) days notice to the employee.
- E. Personal leave (including time accrued via the VPLP, personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) shall be requested and used by the employee in the same manner as vacation or annual leave. Request to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use personal leave credits.
- F. At the discretion of the State, if funds become available, as determined by the Department of Finance (DOF), all or a portion of unused personal leave credit (including time accrued via the VPLP, personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the applicant of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. Upon retirement/separation, the cash value of the employee's personal leave balance maybe transferred into a State of California, DPA, Deferred Compensation Program as permitted by federal and state law.
- G. Participating employees shall be entitled to the same level of State employer contribution for health, vision, dental, flex-elect cash option and enhanced survivor's benefits he or she would have received had they not participated in the VPLP.
- H. The VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation or merit salary adjustment.
- I. The VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- J. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.
- K. Employees on EIDL, SDI, IDL or worker's compensation for the entire monthly pay period shall be excluded from the VPLP.
- L. Continued participation in the program when an employee transfers to another department shall be at the discretion of the new department.
- M. If any dispute arises about this VPLP, an employee or Union may file a grievance and the decision reached at the third step shall be final and not subject to the grievance arbitration clause of the Agreement.

8.16 Family Medical Leave Act (FMLA) (Excludes Unit 21)

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA." The State and the Union recognize that on occasion it will be necessary for employees of the State to take job protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, domestic partner (as defined in Family Code section 297), or parent who has a serious health condition, and/or for the birth or adoption of a child.
- B. For the purposes of providing the FMLA benefits the following definitions shall apply:
 - 1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;

2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
 3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;
 4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 8.8 of this Contract.
 - a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with section 8.8 and 8.2 of this Contract.
 - b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by section 8.8 of this Contract.
 - c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.
- C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.
 - D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.
 - E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.
 - F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
 - G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the 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 DFEH. FMLA/CFRA does not supersede any article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

8.16.21 Family Medical Leave Act (FMLA) (Unit 21)

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA." The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, parent, spouse or domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code section 297 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 article 8 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 provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.
- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.
- E. Within ninety (90) days of the ratification date of this contract, and on January 1 of each year thereafter, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.
- F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
- G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the 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 DFEH. FMLA/CFRA does not supersede any as article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

8.17 Mentoring Leave (Excludes Unit 15 and 17)

- A. Eligible employees may receive up to forty (40) hours of “mentoring leave” per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. “Mentoring leave” is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. “Mentoring leave” may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting “mentoring leave.” For example, if an employee requests two (2) hours of “mentoring leave,” he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the “mentoring leave.” “Mentoring leave” does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for “mentoring leave,” an employee must:
 - 1. Have a permanent appointment;
 - 2. Have successfully completed their initial probationary period; and
 - 3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the California Mentor Program Directory, under the guidance of the Governor’s Office, for a minimum of one school year. (Most programs are aligned with the child’s normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive “mentoring leave” if:
 - 1. He or she is assigned to a “post” position in the CDCR; or
 - 2. He or she works in a level of care position in the DDS, DMH, DOE or Veterans’ Affairs (CDVA).
- G. Permanent part-time and Permanent Intermittent (PI) employees may receive a pro-rated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to one hundred sixty [160] hours) to earn 3.3 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in article 6 of this Contract.

8.17.15 Mentoring Leave (Unit 15)

- A. Eligible employees may receive up to forty (40) hours of “mentoring leave” per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. “Mentoring leave” is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. “Mentoring leave” may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting “mentoring leave.” For example, if an employee requests two (2) hours of “mentoring leave,” he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the “mentoring leave.” “Mentoring leave” does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.

- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for “mentoring leave,” an employee must:
 - 1. Have a permanent appointment;
 - 2. Have successfully completed their initial probationary period; and
 - 3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor’s Mentoring Program, for a minimum of one school year. (Most programs are aligned with the child’s normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive “mentoring leave” if:
 - 1. He or she is assigned to a “post” position in the CDCR; or
 - 2. He or she works in a level of care position in the DDS, DMH, DOE, or CDVA.
- G. Permanent part-time and PI employees may receive a pro-rated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to one hundred sixty [160] hours) to earn 3.3 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in article 6 of this Contract.

8.18 Work and Family Participation (Excludes Unit 17 and 21)

- A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or nonschool family-related activities such as sports events, recitals, 4-H, etc., in which the employee’s child is participating. However, use of such leave shall not diminish an employee’s entitlement under the Family School Partnership Act (Labor Code section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee’s child is participating. Family is defined as the employee’s son, daughter, or any child the employee stands in loco parentis (to the child). Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.
- B. Family Crisis

Subject to operational needs, and upon reasonable notice to the employee’s immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave. Family is defined as the parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household. If eligible, any family crisis leave that meets the definition of serious health condition will run concurrently with section 8.16 of this Contract, Family and Medical Leave Act. The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department’s operational needs and the provisions of this Contract. Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee’s immediate supervisor. The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee’s request.

8.18.17 Work and Family Participation (Unit 17)

A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (annual leave, vacation, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating. However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code 230.8), upon reasonable notice to the employer, employees may use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, personal holiday, annual leave, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating.

Child is defined as the employee's child, stepchild, or any child the employee stands in loco parentis (to the child). Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

B. Family Crisis

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297, child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household. If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with subsection 8.16 (Family Medical Leave Act) of this contract.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

8.18.21 Work and Family Participation (Unit 21)

A. Family Activity Participation

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (annual leave, vacation leave, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating.

If an employee has exhausted available leave credits, the employee may request unpaid leave, unless he/she is currently subject to attendance restrictions.

However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (annual leave, vacation leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating.

Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child).

Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

B. Family Crisis Situations

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297, child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.

If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with Subsection 8.16.21 of this contract, Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

8.19 Paid Time Off – Precinct Election Board

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

8.20 Blood Donation Programs

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

8.21.3 9-12, 10-12, and 11-12 Leave (Unit 3)

- A. A department head may, upon request of an employee, grant a leave of absence:
 - 1. Not to exceed ninety-five (95) calendar days to permanent or probationary civil service employees or
 - 2. Not to exceed any three (3) pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees. These need not be consecutive pay periods. Such leaves shall be without pay for persons employed and paid under the provisions of DPA regulation 599.666 and with deferred pay for persons employed and paid under the provisions of DPA regulation 599.667.
- B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority and for computation of months of total State service to determine changes in the monthly credit for vacation/annual leave. For all other purposes, leaves of absence granted pursuant to this section shall not be counted as qualifying service.

- C. All Unit 3 employees, except exempt teachers of the DOE, may request to utilize the 9-12, 10-12 or 11-12 plan.
- D. Affected departments will make every reasonable effort to grant 9-12, 10-12, 11-12 leave to qualified employees and 9-12, 10-12 or 11-12 leave plan requests shall not be unreasonably denied. Any denial will be accompanied by a reason in writing.
- E. An employee returning from 9-12, 10-12, or 11-12 leave shall have the right to return to his/her former position. Every reasonable effort will be made to return the employee to the same position.

8.21.21 10-12 Leave (Unit 21)

- A. A department head may, upon the request of an employee, grant a leave of absence not to exceed two (2) consecutive pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees.
- B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority, and for computation of months of total State service to determine a change in the monthly credit for vacation leave. For all other purposes, leaves of absence granted pursuant to this section shall not be counted as qualifying service.
- C. All Unit 21 employees may request to utilize the 10-12 plan.
- D. Any denial of the 10-12 plan shall be accompanied by a reason in writing.
- E. An employee returning from 10-12 leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code section 18522.

8.22.14 Vacation Calendar (Unit 14)

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

8.23.1 Employment Development Department (EDD) Vacation Leave Policy (Unit 1)

Subject to operational needs, the time when vacation shall be taken by the employee shall not be unreasonably denied. Vacations can only be canceled when unanticipated operational needs require it.

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

A. Vacation Policy

1. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by EDD) request the same vacation time during a bidding round and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. After review of State service and departmental seniority a tie will be broken by lot. Vacation schedules, which have been established in a work unit, pursuant to the seniority provisions, shall not be affected by employee(s) entering the unit after the schedule has been established.
2. Employees shall be allowed to bid on vacation leave periods up to their annual accrual rate. Any requests to use additional leave balances would be pursuant to the Vacation Bidding Procedure in paragraph B below and the Vacation Bidding Rounds in paragraph C below.
3. Employees shall use a statewide uniform vacation bid form which has been mutually agreed to by the Union and EDD management.

B. Vacation Bidding Procedure

1. Beginning on September 1, and ending no later than November 30, of each year, or the first work day(s) thereafter, each office manager or his or her designee shall conduct four (4) rounds of vacation bidding if necessary at their worksite.
2. At least two (2) weeks prior to September 1, each office manager or his or her designee shall make available to all employees a current worksite seniority list, a one year electronic calendar starting February 1 and ending on January 31 of the following year, indicating the number of employees that may be on vacation on each day, and copies of the mutually agreed to standard EDD vacation bid form.
3. For each of the four (4) rounds of vacation bidding, employees shall have ten (10) work days to turn in their completed bid form to the office manager or his or her designee.
4. For rounds one (1) and two (2) of bidding, the office manager or his or her designee shall approve vacation periods in the following manner. Each employee shall be granted their #1 priority choice unless it is taken by an employee(s) with more seniority as defined in paragraph A, section 1 above. The office manager or his or her designee shall then approve the employee's #2 choice unless it is taken by an employee(s) with more seniority. If necessary, the office manager or his or her designee shall go through all of an employee's subsequent bid choices in the same manner.
5. For any round of bidding, if an employee's bid list is exhausted, or if any part of an employee's consecutive day bid request cannot be granted, the office manager or his or her designee shall briefly confer with the employee, if the employee is available, for the purpose of obtaining another vacation bid before moving on to the next senior person in the office. If the employee is not available and has not left contact information with his/her manager then the manager shall move on to the next employee.
6. For round three (3), the office manager or his or her designee shall approve up to the employee's accrual rate before moving to the next senior employee's bid form.
7. For round four (4), the office manager or his or her designee shall approve up to the employee's balances before moving to the next senior employee's bid form.
8. As each employees' vacation is approved in each of the four (4) vacation bidding rounds listed below, the office manager or his or her designee shall on a daily basis update the calendar described in B(2).
9. On November 30, or the first work day thereafter, the office manager or his or her designee shall provide each employee at the worksite with their approved vacation choices.
10. On November 30, or the first work day thereafter, each office manager or his or her designee shall post all approved vacation choices. This electronic calendar shall be immediately updated if:
 - a. An employee cancels a vacation period;
 - b. Someone from the waiting list is approved;
 - a. A vacation period is approved during the open bidding period.
 - b. More vacation slots become available.
11. When an employee who was granted vacation leave cancels that leave, or will not have sufficient leave credits to cover the leave, the first person on the waiting list, if any, shall be awarded that vacation leave time.

C. Vacation Bidding Rounds

1. Starting on September 1, or the first work day thereafter, each office manager or his or her designee shall conduct a first round of vacation bidding in the following manner. Using the standard bid form, each employee shall submit a minimum of five (5) vacation choices in priority order to the office manager or his or her designee. Each bid choice shall consist of one (1) through twenty-two (22) consecutive work days. Each bid choice shall be no more than the employee's annual accrual rate. The office manager or his or her designee shall then follow the Vacation Bidding Procedure in paragraph B, section 4 and 5 above.
2. Immediately after completing the first round of vacation bidding, the office manager or his or her designee shall conduct a second round. Using the standard bid form, each employee may submit vacation choices in priority order and shall consist of one (1) through twenty-two (22) consecutive work days and each bid choice shall be no greater than the employee's

remaining annual accrual rate. The office manager or his or her designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.

3. The combined total of round one (1) and two (2) cannot exceed the annual accrual rate of the employee.
4. Immediately after completing the second round of vacation bidding, the office manager or his or her designee shall conduct a third round of bidding. Using the standard bid form, each employee may submit vacation choices in priority order that consist of their remaining accrued vacation rate. The office manager or his or her designee shall then follow the Vacation Bidding Process in paragraph B, sections 4, 5, 6, and 7 above.
5. Immediately after completing the third round of vacation bidding, the office manager or his or her designee shall conduct a fourth round of bidding. Using the standard bid form, each employee may submit choices in priority order using their carryover vacation, annual leave, CTO or personal leave program balances. The office manager or his or her designee shall then follow the Vacation Bidding Process in paragraph B, sections 4, 5, 6, and 7 above.

D. Open Vacation Bidding Period

Immediately after the Vacation Bidding Rounds in section C above, employees shall be allowed to bid on any open time on a first come, first serve basis throughout the year (February 1 through January 31). If two (2) or more employees ask for the same vacation day(s) at the same time, requests shall be granted on the basis of seniority as described in paragraph A above.

E. Expedited Grievance Procedure

EDD agrees to the following expedited grievance procedure for alleged violations of Article 8 Leaves, section 8.1(G) Vacation/Annual Leave. For the purpose of grievance filed pursuant to section 8.1(G), Step 1 will be defined as the Director or designee, If the decision received is not satisfactory, the grievance may be appealed to Step 3 (DPA) and will not be subject to the arbitration procedure.

F. Vacation Information

At the request of the Union, EDD agrees to provide on a quarterly basis, the number of vacation requests per office that have been denied during the Open Vacation Bidding Period.

G. Re-Opener

One year after implantation of the vacation language, and with mutual agreement of both parties, the parties shall meet and confer for the purpose of evaluating and if necessary modifying the vacation language.

8.24.15 Department of Developmental Services Vacation Scheduling System for Common Level of Care (LOC) Nursing Staff in Bargaining Unit 15 (Unit 15)

- A. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to Bargaining Unit 15 (Hospital Worker), employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LOC employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-Client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.
- B. During the period of October 1 to October 31, all employees, without regard to bargaining unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.
 1. Vacation requests shall not exceed the employees' accrued vacation time balance at the time(s) the vacation(s) is taken.
 2. During the above period, Management will not intervene to resolve conflicts in the vacation requests.

- C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bid, as determined by management, or the employee may bid on the remaining unbid vacation time.
- D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.

The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.

- 1. Program management shall maintain full and unabridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.
- 2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.
- 3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.
- F. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.
- H. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
 - 1. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least twenty-four (24) hours in advance.

8.24.17 DDS Vacation Scheduling: Two Vacation Period Scheduling Method (Unit 17)

- A. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to Bargaining Unit 17 (Registered Nurse) employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of level-of-care employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate, by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.
- B. During the period of October 1 to October 31, all employees, without regard to bargaining unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.
 - 1. Vacation requests shall not exceed the employees' accrued vacation time balance at the time(s) the vacation(s) is taken.
 - 2. No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.
 - 3. During the above period, management will not intervene to resolve conflicts in the vacation requests. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their

vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). The employee has the right to be present during the coin toss. If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidden as determined by management, or the employee may bid on the remaining unbid vacation time.

- C. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- D. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.
The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.
 - 1. Program management shall maintain full and unbridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unbridged prerogatives to add or delete ad hoc time slot(s) that have not been approved.
 - 2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.
 - 3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.
- E. When an employee cancels a vacation period, the state shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- F. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.
- G. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
- H. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

8.24.20 Department Developmental Services (DDS)/LVN Vacation Scheduling (Unit 20)

- A. On October 1 of each year, each unit/work location in the DDS shall post a vacation calendar in a prominent place readily available to Bargaining Unit 15 (Hospital Worker), 17 (Registered Nurse), 18 (Psychiatric Technicians) and 20 (Licensed Vocational Nurse) employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LOC employees that maybe on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-Client residential programs are exempt from coverage but will be governed by terms and conditions provided under the expired Collective Bargaining Agreement.
- B. During the period of October 1 to October 31, all employees, without regard to bargaining Unit classification or seniority, may sign up for no more than two (2) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.
 - 1. Vacation requests shall not exceed the employee's accrued vacation time balance at the time(s) the vacation(s) is taken.
 - 2. No other accumulated/acrued time shall be authorized for the purpose of requesting vacation time off.
 - 3. During the above period, management will not intervene to resolve conflicts in the vacation requests.
- C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion

and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employee's vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidden, as determined by management, or the employee may bid on the remaining unbid vacation time.

- D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots. The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.
 - 1. Program management shall maintain full and unabridged discretion to determine the time slot(s) subject to cancellation for operational needs.
 - 2. The ad hoc calendar shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.
- F. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.
- H. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
- I. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.
- J. The above vacation scheduling procedure supersedes the "DDS Vacation Scheduling" method and nullifies all other prior understandings over intent or application of vacation scheduling and ad hoc time off unless explicitly incorporated into this provision.

8.25.15 Department of Mental Health Vacation Scheduling (Unit 15)

- A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place.

The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.
- B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one or two (2) vacation period(s) for the upcoming calendar year as follows:
 - 1. For one vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.
 - 2. For two (2) vacation periods, each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.
 - 3. As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar. For the purpose of the subsection, an employee's chosen vacation period may not exceed the employee's accrued vacation time balance at the time the vacation is to be taken.
- C. Beginning December 1, employees may select time off on a first-come first-served basis from the remaining posted dates. If such selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. For use of the personal holiday, such selection from the remaining posted dates shall be granted if made at least five (5) days in advance. Requests for time off with less than ten (10) calendar days notice may be granted. For the purpose of this subsection, an employee may use vacation, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this subsection, should two (2) or more employees

simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.

- D. Employees who successfully bid a vacation during the period mentioned in subsection B; October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period should the coinciding vacation dates be available. If there are no available posted dates which coincide with the employee's vacation period and the posted dates cannot be increased, the employee may choose one of the following:
 - 1. Bid another available vacation period; or
 - 2. Bump previously approved Unit 15 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
 - 3. Cancel the vacation.
- Vacations scheduled under this subsection shall be considered to be bid vacation.
- E. Time off under this section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellation shall be in accordance with and in the order of the following:
 - 1. Volunteers;
 - 2. Time off requested after December 1, with the last request being the first cancelled;
 - 3. Bid vacation by inverse seniority.
 - F. Nothing in the section shall prevent the granting of time off in excess of the posting time off. Vacation calendars shall remain posted for the entire vacation year.
 - G. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first come first-served basis subject to subsection C.

8.25.17 DMH Vacation Scheduling (Unit 17)

- A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.
- B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one (1) or two (2) vacation period(s) for the upcoming calendar year as follows:
 - 1. For one vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.
 - 2. For two (2) vacation periods, each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked. As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar. For the purpose of this subsection, an employee's chosen vacation period may not exceed the employee's accrued vacation time balance at the time the vacation is to be taken.
- C. Beginning December 1, employees may select time off on a first-come first-serve basis from the remaining posted dates. If the selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. Requests for time off with less than ten (10) calendar days notice may be granted. For use of the personal holiday, selection from the remaining posted dates shall be granted if made at least five (5) days in advance. For the purpose of this subsection, an employee may use annual leave, vacation, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this subsection, if two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.
- D. Employees who successfully bid a vacation during the period mentioned in subsection B, October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period. If the employee is involuntarily transferred as a result of disciplinary action and there are no available posted dates which coincide with the employee's vacation period and the posted dates cannot be increased, the employee may choose one of the following:

- E. Nothing in the policy shall prevent the granting of time off in excess of the posting time off.
- F. Vacation calendars and ad hoc calendars shall remain posted for the entire bid periods.
- G. Vacation periods or ad hoc days which are cancelled by an employee shall become available to other employees on a first-come first-serve basis subject to sections B and D above.
- H. Within ninety (90) days of ratification of this Contract, YVH will advertise for PI and Retired Annuitant Registered Nurses for the purpose of establishing an in house registry.

8.27.20 Dependent Care Leave (Unit 20)

A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the purposes of providing personal medical care for the employee's ill or injured parent, spouse, stepparent, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, stepchild, adopted child, and anyone living in the employees household. The employee may be required to provide substantiation to support the employee's request for the unpaid leave.

The period of leave shall not exceed three (3) months. Extensions of an unpaid leave may be requested by the employee and may be granted by the department head or designee.

A dependent care leave may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

During the period of time an employee is on dependent care leave, he/she shall be allowed to continue health, dental and vision benefits. The total cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

8.28.3 Educational Leave (Unit 3)

- A. The State and the Union recognize the importance of educational leave. Each department may review the current department educational leave policy within one hundred twenty (120) days of the ratification of this agreement. Each department will meet and confer with the Union on the impact of changes made in the current policy based upon the department's review. This policy will at a minimum contain: criteria for course approval, an appeal of denial mechanism to an individual other than the immediate supervisor of the individual making the denial and time specific application process for employees to request usage of educational leave, and documented verification of successful completion of approved course work.
- B. The department head or designee may approve educational leave with pay to attend programs at accredited schools, colleges (including two [2] year and four [4] year), universities (including independent studies) or programs recommended by a Trade Advisory Council for the purpose for further instruction in subjects related to the employee's work assignment and/or achievement or departmental goals. Approved educational leave shall be granted for reasonable travel time, instructional/classroom time and required field work during regular work hours.
 - 1. Only Unit 3 civil service employees in classes currently eligible for educational leave are eligible under this provision.
 - 2. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements, fiscal resources and availability of an appropriate substitute. A teacher/instructor whose written request for educational leave is denied shall be informed in writing of the reasons for such action within fourteen (14) calendar days. If an employee is denied educational leave on three (3) consecutive occasions he/she may request a review of the criteria upon which the leave was denied by a department head or designee.
 - 3. Eligible employees must have at least one year of permanent full-time service in a classification which accrues educational leave before being granted such leave.
 - 4. Eligible employees will be credited with educational leave at a rate of ten (10) hours per month. Portions of month's service shall not be counted or accumulated.
 - 5. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.

6. The State will encourage the employee to utilize educational leave. When an employee eligible for educational leave is granted time off in accordance with paragraph B above, such time off shall be deducted from his/her educational leave balance.
 7. When on educational leave, employees shall retain their merit salary adjustment date, and shall receive credit for vacation, sick leave, educational leave, or any other benefit which would normally accrue during such work period.
 8. The DPA shall provide by rule for the regulation, accumulation, and transfer of educational leave, and shall prescribe methods by which employees leaving the employment of one State agency and entering the employment of another State agency may receive proper credit for their accumulated educational leave.
 9. Requests under this section shall not be unreasonably denied by the State nor shall employees make unreasonable requests to use education leave.
 10. An employee returning from educational leave shall have the right to return to his/her former position. Every reasonable effort will be made to return the employee to the same position.
- C. The State and the Union (parties) agree to support legislation implementing this agreement that would allow the conversion of educational leave into retirement service credit under the CalPERS. Upon the retirement of an employee, all accrued hours of educational leave would be converted to CalPERS service. This conversion shall be at the same rate of conversion as is presently done with sick leave. The proposed legislative language follows:

Section 20963.1 is added to the Government Code, to read:
Section 20963.1 Unused Education Leave for State Members.

A State member, who is represented by Unit 3 and whose effective date of retirement is within four (4) months of separation from employment of the State, shall be credited at his or her retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the board by the employer. The provisions of this section shall be effective for eligible State members who retire directly from State employment on and after January 1, 2000, provided a memorandum of understanding has been agreed upon by the State employer and the recognized employee organization to become subject to this section.

- D. This section does not apply to the exempt employees of the Special Schools of the DOE and Librarians.

8.28.17 Paid Education Leave (Unit 17)

- A. All Unit 17 employees, with the exception of the classification of Nurse Practitioner, shall be entitled to thirty-two (32) hours of educational leave on State time during a Unit 17 employee's two (2)-year licensure period. Nurse Practitioners shall be entitled to a total of forty (40) hours of Educational Leave during a Unit 17 employee's two (2) year licensure period.
- B. Educational leave will be used at the employee's discretion with release subject to operational needs and reasonable advance notice.
- C. The intent of educational leave is earn the necessary Board of Registered Nursing approved Continuing Education Units (CEU's) required to maintain the employee's license as a registered nurse. Written evidence of CEU completion may be required by management.
- D. If a Unit 17 employee's request for educational leave had been denied twice in a fiscal year due to unanticipated operational needs, their paid educational leave shall be granted the third time, if verification of requirement of the CEU's for license renewal is provided.

8.28.20 Continuing Education Leave (Unit 20)

- A. Employees in classifications listed below will be entitled to educational leave to obtain continuing education units. The leave time can be taken at the employee's discretion subject to the operational need of the department and reasonable advance notice. In-service training courses for which Continuing Education Units (CEU's) credit is provided may be counted at the State's option towards the hours of education leave. This leave is non-cumulative.

CLASS CODE	CLASS TITLE	HOURS PER FISCAL YEAR
8249	Licensed Vocational Nurse	16 hours
8219	Licensed Vocation Nurse, DMH and DDS	16 hours
8274	Licensed Vocational Nurse (Safety)	16 hours
8291	School Bus Driver	10 hours
8322	School Bus Driver, DMH and DDS	10 hours
8276	Respiratory Care Practitioner	15 hours (every 2 years)
8300	Respiratory Care Practitioner, DMH and DDS	15 hours (every 2 years)
9316	Respiratory Care Practitioner, Correctional Facility	15 hours (every 2 years)
9307	Hospital Aid (Correctional Facility)	24 hours
7911	Dental Assistant *	25 hours (every 2 years)
7656	Dental Assistant, DMH and DDS	25 hours (every 2 years)
7914	Dental Assistant (Safety)*	25 hours (every 2 years)
9296	Dental Assistant, Correctional Facility*	25 hours (every 2 years)
8128	Dental Hygienist	25 hours (every 2 years)
9298	Dental Hygienist, Correctional Facility	25 hours (every 2 years)
8131	Dental Hygienist (Safety)	25 hours (every 2 years)
8432	Dental Hygienist Auditor	25 hours (every 2 years)
8387	Dental Hygienist Consultant	25 hours (every 2 years)
7928	Clinical Laboratory Technologist	24 hours (every 2 years)
9293	Clinical Laboratory Technologist, Correctional Facility	24 hours (every 2 years)
9301	Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7925	Senior Clinical Laboratory Technologist	24 hours (every 2 years)
9348	Senior Clinical Laboratory Technologist, Correctional Facility	24 hours (every 2 years)
7926	Senior Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7989	Radiologic Technologist	24 hours (every 2 years)
9315	Radiologic Technologist, Correctional Facility	24 hours (every 2 years)
7992	Radiologic Technologist (Safety)	24 hours (every 2 years)
7987	Senior Radiologic Technologist (Specialist)	24 hours (every 2 years)
9350	Senior Radiologic Technologist, Correctional Facility (Specialist)	24 hours (every 2 years)
7995	Senior Radiologic Technologist, (Specialist-Safety)	24 hours (every 2 years)
9820	Support Service Assistant (Interpreter)(RID Certified)	90 hours (every 3 years)
8185	Certified Nursing Assistant	48 hours (every 2 years)

- B. This section shall be modified during the life of this Contract to reflect changes in licensing and certification requirements when made by the appropriate licensing authority. Any such change shall be incorporated into this Contract.

8.28.21 Educational Leave (Unit 21)

- A. The department head or designee may approve educational leave with pay to attend or participate in educational or research programs at accredited schools, colleges, universities, or local educational agencies for the purposes of further instruction in subjects related to the employee's work assignments and/or achievement of departmental goals. Educational leave may also be used to attend workshops and seminars for career and professional development in subjects related to the employee's work assignment and/or achievement of departmental goals.
- B. Only Unit 21 employees in classifications listed in the attachment entitled "Educational" are eligible under this provision.

- C. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements and availability of an appropriate substitute.
- D. Eligible employees must have a State civil service appointment of half (½) time or more and must complete at least one year of continuous service in a classification which accrues educational leave before being granted such leave. Intermittent employees shall not be eligible.
- E. Eligible employees will be credited with educational leave at a rate of ten (10) hours per month for full time employees and on a pro rata basis for part time employees. Pro rata accrual rates are included in the attachment entitled Leave Hours for Reduced Times Bases. Portions of months of service shall not be counted or accumulated.
- F. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
- G. When an employee is granted time off for educational leave, such time off shall be deducted from his/her educational leave balance. Notwithstanding the WWG E provisions in article 19.19.21 of this agreement, educational leave may be charged on a part-time basis in one-hour increments.
- H. When on educational leave, employees shall continue to be eligible for salary adjustments, and shall receive credit for annual leave, vacation, sick leave, educational leave or any other benefit which would normally accrue during such work period.
- I. An eligible employee who is appointed without a break in State service to a position ineligible to earn educational leave credits shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position. Employees who do not return to an eligible position shall, upon retirement, be eligible to convert any previously unused educational leave credits as provided in Government Code section 20963.1.
- J. An eligible employee who separates from State service and returns to an eligible position in less than six (6) months shall be credited with any previously unused educational leave credit and shall commence to accrue and use educational leave on the first of the pay period following completion of one month of qualifying service. Eligible employees who separate from State service and return within six (6) months to a non-eligible position shall lose any unused portion of previously accrued educational leave unless they return to an eligible position within six (6) months of the date of separation.
- K. An eligible employee who separates from State service for six (6) months or longer loses any unused portion of previously accrued educational leave.
- L. Requests under this section shall not be unreasonably denied. A denial of educational leave may be appealed to the department head or designee under the grievance procedure, which shall be the final level of appeal.
- M. An employee returning from educational leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code section 18522.

8.29.17 Non-Paid Education or Research Leave (Unit 17)

- A. Upon written request, the State may grant up to a one year non-paid educational leave to a permanent full-time Unit 17 employee. Educational or research leave shall be for the purpose of attending school or college or to enter training to meet continuing education requirements for meeting licensure, obtain a certificate in a specialized area of nursing, improve the quality of the employee's nursing skills, or to conduct or participate in a research project.
- B. An education or research leave 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 fifteen (15) work days prior to the effective date of the revocation. An education or research leave may be terminated by the employee with the approval of the department head or designee.

8.29.20 Special Schools Leave Bank (Unit 20)

- A. Bargaining Unit 20 employees that are scheduled to work a ten (10) month school year:
 - 1. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 20 Contract Vacation Leave provision.
 - 2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset non-compensable absences during school recess periods. In

addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods.

3. Sections B(1) and B(2) shall apply to permanent, part-time employees on a pro rata basis.
 4. The seventy (70) hours of vacation leave credit (and pro-rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.
- B. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation or CTO in July and a minimum two (2) days of work, training, vacation or CTO in August.

8.30.3 Family Crisis Leave Bank, State Special Schools (Unit 3)

- A. Effective within thirty (30) days of ratification of this Agreement by both parties, the DOE shall establish a Family Crisis Leave Bank for Bargaining Unit 3 employees at the State Special Schools and Diagnostic Centers.
- B. The Bank shall consist of sick leave credits donated by Unit 3 employees at the State Special Schools and Diagnostic Centers. An employee may donate one accrued day of sick leave between September 1 and September 15 of each fiscal year, provided that the employee retains a minimum of twenty (20) accrued days of sick leave after donating. Donations shall be made on a form to be supplied by the DOE, signed by the donating employee, and verified by the DOE. An exception to this section B shall be made as follows:
 1. Unit 3 employees at the State Special Schools and Diagnostic Centers shall be allowed to donate during the thirty (30) day period following ratification of this Agreement in order to establish the Bank. In the event that an official application form may not be available during this specific thirty (30) day period, the DOE shall accept a written document from a prospective donor that includes the donor's printed name, signature, date, work location, classification, social security number, and permission to deduct one day of sick leave from the employee's accrued sick leave balance.
- C. Once the Bank is exhausted, no more leave credits shall be added to the Bank until the donation period in the following fiscal year.
- D. If the Bank is not exhausted, by June 30 in a fiscal year, any remaining donated days of sick leave shall remain in the Bank and any balance will be carried over into succeeding years and shall not be returned to the donors.
- E. For every day of sick leave donated to the bank, one day of sick leave will be created in the Bank and be subject to withdrawal by Bargaining Unit 3 employees at the State Special Schools and Diagnostic Centers.
- F. In order to be eligible to withdraw leave credits from this Bank, the employee must face financial hardship due to an injury or prolonged illness or the injury or prolonged illness of an eligible family member. Pregnancy, childbirth, and baby bonding are not considered an injury or illness. Eligible family members are defined as: the employee's spouse, child, parent, domestic partner (as defined in accordance with Family Code section 297), brother, sister, spouse's or domestic partner's parent, or other person residing in the immediate household.
- G. Requests for Bank withdrawals shall be limited to three (3) days of leave credits per application. Employees may submit more than one application per injury/prolonged illness. Applications for withdrawal of leave credits from the Bank shall be made on a form supplied by the DOE, and shall be signed by the requesting employee. If the employee is medically incapacitated, the DOE shall have the discretion to accept an application from another person applying on behalf of the employee. An original physician's verification describing the nature of the illness or injury and the estimated duration of the illness or injury must be attached to the application.
- H. By September 30 of each fiscal year, the DOE shall notify in writing the Bargaining Unit 3 Negotiations Committee Chairperson of the amount of leave credits in the Bank that were not used by employees in the prior fiscal year, the amount of leave credits established in the Bank for the current fiscal year, and amount, if any, withdrawn between September 15 of the current fiscal year and the date of the notification.

- I. This article is not applicable to substitute teachers.
- J. Grievances containing this article can not be appealed beyond the DOE level.
- K. The department will create four (4) Family Crisis Leave Banks
 - CSBF (California School for the Blind in Fremont)
 - CSDF (California School for the Deaf in Fremont)
 - CSDR (California School for the Deaf in Riverside)
 - Diagnostic Centers; North, South and Central

8.30.20 Family Crisis Leave Bank, State Special Schools (Unit 20)

Effective July 1, 2002 and each fiscal year thereafter, the Department of Education (DOE) shall establish a Family Illness Leave Bank consisting of two hundred ten (210) hours of leave for use by employees in Bargaining Unit 20. Unused Family Illness Leave Bank hours shall return to the department on the last day of the fiscal year. Use of Family Illness Leave shall be with the approval of the appointing authority and in accordance with the departmental policies (i.e. Catastrophic Leave). Requests for Family Illness Leave shall be limited to twenty-four (24) hours per application. Family Illness Leave shall be available only after the employee's leave credits have been exhausted. The provisions of this section shall not be subject to article 6 of this Memorandum of Understanding.

8.31.21 Personal Leave Program: 1992 and 2003 (Unit 21)

- A. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use personal leave credits.
- B. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash-out or lump-sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the DOF, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, DPA Deferred Compensation Program as permitted by federal and state law.
- C. If any dispute arises about this personal leave section, an employee may file a grievance and the decision reached at Step 3 (DPA) of the grievance procedure shall be final and not subject to the arbitration clause of this Contract.
- D. An employee may request, due to personal hardship, all or a portion of unused personal leave credits to be cashed out at the employee's salary rate at the time the personal leave payment is made. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement.

ARTICLE 9 – HEALTH AND WELFARE

9.1 Health Benefit Plans (Excludes Unit 3 and 17)

- A. The employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- B. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a one year vesting schedule for the employer health contribution for dependents as follows:
 - 1. Fifty percent (50%) of the normal employer dependent portion of the contribution upon initial enrollment;
 - 2. Seventy-five percent (75%) of the normal employer dependent portion of the contribution upon completion of twelve (12) months of service; and
 - 3. One hundred percent (100%) of the normal employer dependent portion of the contribution upon completion of twenty-four (24) months of service.
- C. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.
- D. Health Benefits Eligibility
 - 1. Employee Eligibility - For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.
 - 2. Permanent Intermittent (PI) Employees
 - a) Initial Eligibility – A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
 - b) Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.
 - 3. Family Member Eligibility - For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

9.1.3 Health Benefit Plans (Unit 3)

Health Benefit Plans

1. Health Program Description

Effective July 1, 2006, the State will pay the following employer health contributions. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- a. The State shall contribute three hundred two dollars (\$302) per month for coverage of an eligible employee. (Party code one)
- b. The State shall contribute six hundred six dollars (\$606) per month for coverage of an eligible employee plus one dependent. (Party code two)
- c. The State shall contribute seven hundred eighty-eight dollars (\$788) per month for coverage of an eligible employee plus two (2) or more dependents. (Party code three)

Upon approval of funding by the Legislature and ratification by the Union, and effective no sooner than January 1, 2007 and January 1, 2008, the employer health benefits contribution for each employee shall be a flat dollar amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional flat dollar amount equal to eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied. In the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

2. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a two (2) year vesting schedule for the employer health contribution for dependents as follows:
 - a. Fifty percent (50%) of the normal employer dependent portion of the contribution upon initial enrollment;
 - b. Seventy-five percent (75%) of the normal employer dependent portion of the contribution upon completion of twelve (12) months of service; and
 - c. One hundred percent (100%) of the normal employer dependent portion of the contribution upon completion of twenty-four (24) months of service.
3. The parties agree to work cooperatively with PERS and the health plans to control premium increases.
4. Health Benefits Eligibility
 - a. Employee Eligibility
 - i. For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.
 - b. Permanent Intermittent (PI) Employees
 - i. Initial Eligibility – A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
 - ii. Continuing Eligibility – To continue health benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.
 - c. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

9.1.17 Health Benefit Plan/Vision Service Plan (Unit 17)

A. Consolidated Benefits (CoBen) Program Description

1. CoBen Allowance

The State agrees to pay the following contribution for the Consolidated Benefits (CoBen) Allowance.

The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

The employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the SCO if the notice is received by the tenth (10th) of the month.

2. Unit 17 employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a two (2) year vesting schedule for the employer health contribution for dependents as follows:
 - a. Fifty percent (50%) of the normal employer dependent portion of the contribution upon initial enrollment.
 - b. Seventy-five percent (75%) of the normal employer dependent portion of the contribution upon completion of twelve (12) months of service;
 - c. One hundred percent (100%) of the normal employer dependent portion of the contribution upon completion of twenty-four (24) months of service.
3. Description of the Consolidated Benefit (CoBen) Program
 Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:
 - a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by DPA, the health benefit enrollment party code will determine the allowance amount.
 - b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.
 - c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by DPA and certifies health and dental coverage from other sources the employee will receive one hundred fifty-five dollars (\$155) in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
 - d. PI employees shall only be eligible to participate in the CoBen Cash Option and receive a six (6) month cash payment for the first control period of each plan year.
 - e. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies health coverage from another source, but enrolls in a dental plan administered or approved by DPA, the employee may receive the difference between the applicable composite contribution and the cost of the dental plan selected and vision benefits, not to exceed one hundred thirty dollars (\$130) per month. (The State will pay the premium cost of the dental plan and vision plan.) Cash will not be paid in lieu of vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
 - f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in subsection A(1) and A(2) above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

B. Health Benefits

1. Employee Eligibility

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

2. PI Employees

- a. Initial Eligibility – A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in a PI control period. 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 PI employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
- b. Continuing Eligibility – To continue health benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

3. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.
- C. Dental Benefits
1. Contribution
The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in subsection A(1) and A(2) of this agreement.
 2. Employee Eligibility
Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsections B(1) and B(2) of this agreement.
 3. Family Member Eligibility
Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsections A(2) and B(3) of this agreement.
- D. Vision Benefit
1. Program Description
The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in section A(1) and A(2). The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.
 2. Employee Eligibility
Employee eligibility for vision benefits is the same as that prescribed for health benefits under subsections B(1) and B(2) of this agreement.
 3. Family Member Eligibility
Family member eligibility for vision benefits is the same as that prescribed for health benefits under subsections A(2) and B(3) of this agreement.

9.2 Dental Benefit Plans (Excludes Unit 17)

- A. Contribution Amounts
1. Effective January 1, 2006, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the DPA.
 - a. The State shall pay up to thirty-five dollars four cents (\$35.04) per month for coverage of an eligible employee.
 - b. The State shall pay up to sixty-one dollars seventy-three cents (\$61.73) per month for coverage of an eligible employee plus one dependent.
 - c. The State shall pay up to eighty-nine dollars fifty-five cents (\$89.55) per month for coverage of an eligible employee plus two (2) or more dependents.
 2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.
- B. Employee Eligibility
Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.
- C. Family Member Eligibility
Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.
- D. Coverage During First twenty-four (24) Months of Employment
Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50) mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

9.3 Vision Benefit Plans (Excludes Unit 17)

- 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 ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.
- B. Employee Eligibility
Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.
- C. Family Member Eligibility
Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

9.4 Rural Health Care Equity Program (Excludes Unit 21)

Effective July 1, 2001, the State shall continue a Rural Health Care Equity Program for bargaining unit members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The DPA shall administer any fund involving bargaining unit members.

1. The program shall operate in the following fashion:
 - a. The State shall contribute one thousand five hundred dollars (\$1500) per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code section 22877.
 - (1) For bargaining unit members payments shall be on a monthly basis.
 - (2) For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
 - b. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
 - c. The money shall be available for use as defined in Government Code section 22877.
 - d. A Rural Healthcare Equity Program will be established with a separate account for bargaining unit members, as one of several similar accounts.
 - e. Each unit employee shall be able to utilize up to one thousand five hundred dollars (\$1500) per fiscal year, pursuant to Government Code section 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b) is applicable here.
 - f. If an employee does not utilize the complete one thousand five hundred dollars (\$1500) pursuant to the procedures and limitations described in Government Code section 22877, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the one thousand five hundred dollars (\$1500), but again according to the procedures and limitations in the statute. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of one thousand five hundred dollars (\$1500) in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
 - (1) Any employee not in a bargaining unit all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph 1(b) above.
 - (2) If an employee is entitled to less than twenty-five dollars (\$25) under this paragraph, the money shall instead go into next year's fund pursuant to paragraph (g) hereafter.
 - g. If monies still remain after a distribution to such employees (i.e., all employees who spent more than one thousand five hundred dollars (\$1500) as provided in Government Code section 22877 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the statute exceed one thousand five hundred dollars (\$1500) in such subsequent year. Similar "rollovers" would occur in

any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to Government Code section 22877 and monies still remained in the pool.

9.4.21 Rural Health Care Equity Program (Unit 21)

Effective July 1, 2005, the State shall continue a Rural Health Care Equity Program for bargaining unit members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The DPA shall administer any fund involving bargaining unit members.

1. The program shall operate in the following fashion:
 - a. The State shall contribute one thousand five hundred dollars (\$1500) per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code section 22877.
 - (1) For Bargaining Unit 21 members, payments shall be on a monthly basis.
 - (2) For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
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 22877.
4. A Rural Health Care Equity Program will be established with a separate account for Bargaining Unit 21 members, as one of several similar accounts.
5. Each Unit 21 employee shall be able to utilize up to one thousand five hundred (\$1500) per fiscal year, pursuant to Government Code section 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b) is applicable here.
6. If an employee does not utilize the complete one thousand five hundred dollars (\$1500) pursuant to the procedures and limitations described in Government Code section 22877, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the one thousand five hundred (\$1500), 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 one thousand five hundred dollars (\$1500) in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
 - a. Any employee not in Bargaining Unit 21 all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph (2) above.
 - b. If an employee is entitled to less than twenty-five dollars (\$25) under this paragraph, the money shall instead go into next year's fund pursuant to paragraph 7 hereafter.
7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than one thousand five hundred dollars [\$1500] as provided in Government Code section 22877 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the statute exceed one thousand five hundred dollars (\$1500) in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to Government Code section 22877 and monies still remained in the pool.

9.5 Employee Assistance Program (EAP) (Excludes Unit 17 and 21)

- A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other

personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.

- B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee using the EAP, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use IDL or SDI. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.
- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has an internal EAP for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.
- E. Employees laid off shall be provided services in accordance with the EAP. Such services are term limited for six (6) months from the actual date of layoff.

9.5.17 Employee Assistance Program (EAP) (Unit 17)

- A. The State recognizes that alcohol, nicotine, drug abuse and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress-related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related 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 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 undergoing alcohol, nicotine, drug, or mental health treatment, upon approval, may use accrued sick leave, compensating time off credits, and vacation/annual leave credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use IDL or SDI. A list of all EAP Coordinators shall be furnished to Union annually.
- C. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, nicotine, drug, or stress-related problems confidential, such records shall not be included in the employee's personnel file.
- D. All departments employing Unit 17 employees shall participate in the State's external EAP.
- E. The name and phone number of each department's EAP Coordinator shall be readily available during work hours to all Unit 17 employees. The name of the external EAP contract provider and the telephone number for employee's self-referral shall be readily available during work hours to all Unit 17 employees.
- F. Within sixty (60) days of the contract's effective date the Union shall be provided with: (1) the name and phone number of the external EAP contract provider; (2) a list of all department EAP Coordinators and their respective phone numbers. The Union shall be provided with annually updated lists.
- G. A Unit 17 employee may utilize the EAP without the knowledge of any management representative.
- H. The records concerning an employer's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, department EAP Coordinator or EAP provider shall disclose the nature of the employee's treatment or the reason for the employee's leave absence. Records of such referrals shall not be kept in the employee's personnel or medical record file.

9.5.21 Employee Assistance Program (EAP) (Unit 21)

- A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.
- B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee using the EAP, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use IDL or SDI. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.
- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has an internal EAP for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

9.6 Pre-Tax of Health and Dental Premiums Costs

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

9.7 Pre-Retirement Death Continuation of Benefits (Excludes Unit 17 and 21)

Notwithstanding Government Code section 22846, 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 one hundred twenty (120) days beginning in the month of the employee's death. The surviving spouse, domestic partner, or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the CalPERS. The surviving spouse, domestic partner, or eligible family member shall also be notified by the department during this period regarding Consolidated Omnibus Budget Reconciliation Act (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.

9.7.17 Alternative Pre-Retirement Death Benefit (Unit 17)

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. (Government Code sections 21847 and 21847.5)

9.7.21 Pre-Retirement Death Continuation of Benefits (Unit 21)

Government Code section 19849.15 – notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed one hundred twenty (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 CalPERS. The surviving spouse shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits.

9.8 Joint Union/Management Benefits Advisory Committee (Excludes Unit 17)

- A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.
- B. The committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the DPA. The committee shall be co-chaired by a labor and a management member.
- C. Union members on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
- D. The DPA will provide necessary staff to support the committee.

9.9 Presumptive Illness

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

9.10 Employee Injury on the Job

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.
- B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.
- D. The State shall not use the DIRs' Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

9.11 Enhanced Industrial Disability Leave (EIDL) (Excludes Unit 15 and 21)

- A. An employee working in the CDCR who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave (IDL) benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee.
- B. An employee working in the DDS, DMH, CDVA, or in the Special Schools in the DOE who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient, student, client, or member.
- C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.
- E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the

employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.
- H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

9.11.15 Enhanced Industrial Disability Leave (EIDL) (Unit 15)

- A. An employee working in the CDCR who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee.
- B. An employee working in the DDS, DMH, or CDVA, or in the Special Schools in the DOE who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient, student, client, or member.
- C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.
- E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.
- H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

9.12 Flex/Elect Program (Excludes Unit 17 and 21)

- A. The State agrees to provide a flexible benefits program (Flex/Elect) under Internal Revenue Code section 125 and related sections 105(b), 129, and 213(d). All participants in the Flex/Elect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by the DPA. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.
- B. Employees, who meet the eligibility criteria stated in subsection A above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the Flex/Elect Program.
- C. The State shall continue its current practice on a cash option in the Flex/Elect Program.
- D. PI employees are eligible to participate in the Flex/Elect Program as described in article 18 of this Contract.

9.12.17 Flex/Elect Program (Unit 17)

When an employee who is enrolled in the State's Flexible Benefits Program (Flex/Elect) for eligible nonrepresented employees changes employment status to that of a represented employee in the bargaining unit, the employee will maintain their flexible benefit elections through the duration of the flex plan year in lieu of the corresponding benefits provided by this Contract. At the conclusion of the flex plan year, the employee shall receive only those benefits contained in this Contract.

9.12.21 Flex/Elect Plan (Unit 21)

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 statutes and related administrative provisions adopted by the DPA. All eligible employees must work one-half (½) time, or more, and have permanent status or, if a limited-term or TAU appointment, must have mandatory return rights to a permanent position. Permanent Intermittent employees are eligible to participate in the Flex/Elect Program as described in article 18 of this Contract.

9.13 Long-Term Care Insurance Plan (Excludes Unit 17)

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

9.13.17 Long Term Care Insurance Plan (Unit 17)

- A. Employees in classes assigned to Bargaining Unit 17 are eligible to enroll in any long term care insurance plan sponsored by the DPA. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.
- B. The long term care insurance premiums and the administrative cost to the DPA and the SCO shall be fully paid by the employee and are subject to payroll deductions.

9.14 Temporarily Disabled Employees (Excludes Unit 17 and 21)

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

9.15 Industrial Disability Leave (IDL)

- A. Employees who suffer an industrial injury or illness and would otherwise be eligible for Temporary Disability (TD) benefits under the Labor Code will be entitled to IDL as described in article 4 of the Government Code, beginning with section 19869. IDL will be paid in lieu of TD benefits.
- B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.
- C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive sixty-six and two-thirds percent (66 2/3%) of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- D. The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one 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.
- E. 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 CalPERS or State Teacher's Retirement System (STRS) during the first fifty-two (52) weeks, after the first date of disability, within a two (2) year period.
- F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in the Labor Code and supplementation, as provided in Government Code section 19863.

- G. For an employee injured prior to January 1, 2004, IDL may continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has not exhausted his/her eligibility for IDL benefits, the employee has been declared a "qualified injured worker," and the employee would otherwise be entitled to Vocational Rehabilitation Maintenance Allowance (VRMA). IDL would be paid in lieu of VRMA.
- H. 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.

9.16 Group Legal Service Plan (Excludes Unit 17 and 21)

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

9.16.17 Group Legal Services Plan (Unit 17)

Unit 17 employees shall be able to participate in the State's Group Legal Services Plan. It is understood that the plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employee through a service charge.

9.16.21 Group Legal Services Plan (Unit 21)

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

9.17 State Disability Insurance (SDI)

- A. Beginning April 1, 2006, all employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:
 - 1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.
 - 2. Effective July 1, 2006, the State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an employee's SDI leave extends past twenty-six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.
 - 3. Employees participating in the Rural Health Care Equity Program (article 9.4 and 9.4.21) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.
 - 4. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances only for absences from work hours for reasons unrelated to the disability which rendered them eligible for SDI benefits.
 - 5. The parties agree to meet within ninety (90) days following ratification of the Contract to explore alternatives in the area of leave supplementation or integration to the SDI benefit.

6. This clause is subject to modification pursuant to Item #5.
 - a) SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.
 - b) An employee may elect to supplement their SDI benefit with leave integration up to forty (40) hours per month. However, the employee combined SDI benefit and use of leave credits cannot exceed their regular monthly net pay. Within one week of being disabled from work, the employee or his/her representative must contact their departmental personnel office to provide information on the following:
 - 1) The date the disability/illness commenced;
 - 2) The estimated duration of the disability;
 - 3) A phone number where the employee can be reached;
 - 4) The election of leave credits usage during the first week of disability;
 - 5) The number of hours in a month to be charged to leave credits;
 - 6) Whether or not the employee is planning to file for SDI;
 - 7) The election to integrate leave credits with SDI benefits;
- B. During the three (3) month period following ratification of this Contract by the SEIU Local 1000 members and approval by the Legislature, there will be an open enrollment period where employees may opt out of the annual leave program.
- C. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper integration of benefits and payment.

9.18.4 Caltrans Life Insurance (Unit 4)

- A. In addition to the worker's compensation death benefit provisions of Labor Code section 4702 and the approximate fifteen thousand dollars (\$15,000) State death benefit provided Unit 4 employees, the Department of Transportation (Caltrans) agrees to pay fifty thousand dollars (\$50,000) to the designated beneficiary(s) of any Caltrans Unit 4 employee who is killed while assigned State duties in State highway right-of-way under the following conditions:
 1. The employee is hit by any motor vehicle, or part thereof, being operated in the right-of-way; and
 2. Payment of the worker's compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705.
- B. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars (\$50,000) to the deceased employee's designated beneficiary(s). Payment shall only be made if all of the qualifying criteria contained in the section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to the Union upon request.
- C. In the event of a dispute regarding appropriate designated beneficiaries, the Caltrans Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

9.18.11 Life Insurance (Unit 11)

- A. In addition to the benefit provisions of Labor Code section 4702 otherwise applicable to Unit 11 employees, and the approximate fifteen thousand dollars (\$15,000) State death benefit provided Unit 11 employees, the State agrees to pay fifty thousand dollars (\$50,000) to the designated beneficiary of:
 1. Any CalTrans Unit 11 employee, or
 2. A Department of Food and Agriculture (CDFA) Plant Quarantine Inspector, or
 3. A Department of Water Resources (DWR)
 - Water Resources Technician I/II
 - Construction Inspector Technician Range A/B
 - Construction Inspector

Construction Supervisor I

4. And, any Public Utilities Commission (PUC) employee.
Provided said employees in the above referenced groups A(1) through A(4) are killed while assigned State duties in State highway or railroad right-of-way under the following conditions:
 - a. The employee is hit by any motor vehicle or part thereof being operated in the right-of-way, and
 - b. Payment of the Worker's Compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705. The department will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars (\$50,000) to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this section are satisfied. In accordance with existing law, copy of the investigation report will be provided to the Union upon request.
In the event of a dispute regarding appropriate designated beneficiaries, the Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.
- B. The Air Resources Board shall maintain the life insurance policy currently in effect for Air Resources Field Representatives and Automotive Emissions Test Specialist assigned to the Heavy Duty Diesel Section.
- C. The State shall provide the Union with a copy of any changes in life insurance policies required under this section.

9.18.21 Alternative Pre-Retirement Death Benefit (Unit 21)

Unit employees are subject to the alternate death benefit, a death benefit payable to eligible family members when death occurs prior to age fifty (50), provided by Government Code section 21547.

9.19.3 Light/Limited Duty Assignments (Unit 3)

- 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 prognosis for improvement of the illness or injury;
 5. Maintaining safety shall be prime consideration prior to assigning limited duty.
- C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(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 the continued employment is poor.
- E. The state reserves the right to have the 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 or the State may initiate action under the provisions of reasonable accommodation as prescribed by the SPB. 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 to the SPB, the DFEH, and/or the Employment Opportunity Commission.
- G. This section shall apply to all Unit 3 employees.

9.19.14 Light/Limited Duty Assignments (Unit 14)

- 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 sixty (60) calendar days. At the State's discretion, a limited duty assignment may be extended an additional sixty (60) days when warranted under B(1) through B(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 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 (Grievance and Arbitration) of this Contract, but may be appealed through the SPB's Reasonable Accommodation Appeals Process.
- G. 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.

9.19.15 Light/Limited Duty Assignments (Unit 15)

- 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. If an employee makes a request, the State shall endeavor to initiate a light/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 prime consideration prior to assigning a light limited duty.
- C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(5) above.
- D. The State may make alternative assignments, retrain employees, or may, follow the requirements of the Government Code.
- E. The State reserves the right to have the 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 or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the SPB. 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 to the SPB, the DFEH and/or the Equal Employment Opportunity Commission.

9.19.17 Light/Limited Duty Assignments (Unit 17)

- A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days: 1) in accordance with a physician's recommended instructions; 2) where and when services are needed; 3) to the extent it does not inconvenience other employees; 4) to the extent the employee can satisfactorily perform the work; and 5) where there is a prognosis for improvement. At the option of the State, the assignment may be extended beyond sixty (60) days. It is the intent of the parties that the limited duty assignments be of the minimum necessary durations and that the maximum limited duty assignment of sixty (60) days, and any extensions, be utilized for the most severe illnesses or injuries.
- B. The State may make alternative assignments, retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- C. 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.
- D. 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 a 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 accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 (Grievance and Arbitration Procedures) of this Contract.

9.19.20 Light/Limited Duty Assignments (Unit 20)

- A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days:
 - 1. In accordance with a physician's recommended instructions;
 - 2. Where and when services are needed;
 - 3. To the extent it does not inconvenience other employees;
 - 4. To the extent the employee can satisfactorily perform the work; and
 - 5. Where there is a prognosis for improvement.At the option of the State, the assignment may be extended beyond sixty (60) days.
- B. The State may make alternative assignments, retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- C. 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.
- D. 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 accommodation, 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.

9.20.20 Continuation of Flexible Benefits Election (Unit 20)

When an employee who is enrolled in the State's Flexible Benefits Program (Flex/Elect) for eligible non-represented employees changes employment status to that of a represented employee in the bargaining unit, the employee will maintain their flexible benefit elections through the duration of the Flex/Elect plan year in lieu of the corresponding benefits provided by this Contract. At the conclusion of the Flex/Elect, the employee shall receive only those benefits contained in this Contract.

9.21.17 Reasonable Accommodation (Unit 17)

- A. No State employee shall be unlawfully denied reasonable accommodation. The State agrees to take such actions as necessary to ensure that this purpose is achieved.
- B. Within SPB policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of a disabled employee. Such efforts shall include the types of reasonable accommodation specified by the SPB.
- C. Alleged violations of this section shall not be grievable under the grievance procedure contained in article 6 (Grievance and Arbitration Procedure) of this Agreement. Complaints alleging denial of reasonable accommodation shall be appealed to the SPB through the complaint procedure specified by the Board.

ARTICLE 10 – HEALTH AND SAFETY

10.1 Health and Safety Commitment (Excludes Unit 17)

The State is committed to providing a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

10.2 Health and Safety Committees (Excludes Unit 17)

- A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.
- B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern. These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety.
- C. Employees appointed to serve on the committee shall serve without loss of compensation.
- D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.
- E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

10.2.17 Health and Safety Committees (Unit 17)

- A. The State is committed to provide a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.
- 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. Additional Joint Union/Management Health and Safety Committees may be established as appropriate for the larger departments. The twenty-four (24) hour institutions agree to continue local work-site health and safety committees.
- C. Joint Union/Management Health and Safety Committees may consist of no more than one representative 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 meet at least quarterly for the purpose of discussing 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.
- E. Employees appointed to serve on the Committee shall serve without loss of compensation.
- F. When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will so notify his/her supervisor. "Clear and present danger" is defined as a situation, circumstance, or condition that is an immediate and recognizable physical threat to the

life of or serious physical injury to the employee. The supervisor will immediately investigate the situation and either directs the employee to temporarily perform some other task or proclaim the situation safe, normally after consulting with higher level management, and direct the employee to proceed with his/her assigned duties. If the Union or the employee still believes the unsafe condition exists, the Union or the employee may file a grievance alleging a violation of this section under section 10.30 and 10.30.17 (Health and Safety Grievance Procedure) of the contract.

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

10.3 Occupational Hazards (Excludes Unit 17)

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

10.4 Injury and Illness Prevention Programs (IIPP) (Excludes Unit 17 and 21)

- A. Each department shall establish, implement, and maintain an IIPP. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the DPA level shall be final.

10.4.17 Injury and Illness Prevention Programs (IIPP) (Unit 17)

- A. Each department shall establish, implement and maintain an Injury and Illness Prevention Program. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at Step 3 (DPA) of the grievance procedure shall be final.

10.4.21 Health Promotion Activities (Unit 21)

- A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.
- B. Departments may, based on operational needs, allow WWG 2 employees up to one full hour of administrative time-off (ATO) per month, to participate in State sponsored on-site health promotion activities.
- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

10.5.11 Health and Safety Education and Training (Unit 11)

- A. Where the State identifies a need, the State will provide health and safety information to all employees as a part of an on-going program of health and safety awareness and education. Such information may be reviewed and updated annually with input from the departmental Joint Union/Management Health and Safety Committee(s).
- B. Employees may request to receive additional job-specific health and safety training as needed and deemed appropriate by the State.
- C. Where Departmental Joint Union/Management Health and Safety Committee(s) have been formed, information regarding Health and Safety Education Training may be an appropriate topic of discussion in these meetings. The departments agree to consider health and safety education and training recommendations issued by these joint committee(s).

10.5.17 Safety Orientation (Unit 17)

- A. Unit 17 employees in twenty-four (24) hour facilities shall be provided orientation which includes safety policies, procedures, CPR, and the use of safety devices, within forty-five (45) days of hire.
- B. Safety orientation in other facilities shall be provided within forty-five (45) days; however, CPR training will be made available within twelve (12) months of hire.

10.5.20 Safety Orientation (Unit 20)

The State shall endeavor to provide Unit 20 employees in twenty-four (24) hour facilities orientation which includes: safety policies, procedures, CPR, and the use of safety devices, within three (3) months of hire and will provide this orientation no later than six (6) months from date of hire.

10.6 Emergency Evacuation Procedures (Excludes Unit 17 and 21)

- A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the DPA level shall be final.

10.7 Protective Clothing (Excludes Unit 17 and 21)

- A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.
- B. "Protective Clothing" means attire, that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Contract is State owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

10.7.17 Protective Clothing (Unit 17)

- A. When the State determines and requires protective clothing to be worn or equipment to be used, the State shall provide the protective clothing and equipment. Protective clothing provided pursuant to this section is State owned or leased property which will be maintained as the State deems necessary.
- B. When protective clothing or equipment is provided, the employee shall wear or use the protective clothing and equipment in accordance with instructions provided by the State. Employees using State provided protective clothing or equipment shall be held responsible for the loss of and/or damage to the protective clothing and equipment other than that incurred as a result of normal wear or through no fault of the employees. If the protective clothing or equipment is determined by the State to be defective or inadequate quality to afford proper protection or damaged to such a degree as to impair proper protection, the State shall provide replacement or repaired protective clothing and equipment at no cost to the employees.

10.7.21 Protective Clothing (Unit 21)

- A. When protective clothing is required by the employee's supervisor, the State shall either provide the protective clothing or reimbursement of actual substantiated amounts for initial or replacement cost as necessary. Employees must request reimbursement in accordance with department policy. Reimbursement shall only be provided when the employee substantiates the expense by providing a receipt(s) for the required item(s). "Protective clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of his/her duties and/or which is required for the employee to protect the employee's body from possible injury.
- B. Protective clothing provided pursuant to this Section is State owned or leased property which will be maintained as the State deems necessary.
- C. Protective clothing damaged due to the negligence of the employee shall be replaced by the employee at his/her expense.
- D. The employee shall comply with any instructions provided by the State in regards to protective clothing.

10.8.14 Protective Clothing Pilot Program at Office of State Publishing (OSP) (Unit 14)

- A. The Union agrees with the State to institute a protective clothing pilot program in the OSP pressroom. Program duration will be for one year and effective ninety (90) calendar days after ratification of the Contract.
- B. "Protective Clothing" means attire, which is worn over, or in place of, regular clothing and is necessary to protect employees' clothing from damage or stains, which would be present in the normal performance of their duties.
- C. The State shall provide and maintain the protective clothing.
- D. Employees shall be required to wear the protective clothing.
- E. Employees may choose to wear their Solidarity shirts and may do so on Wednesdays. The OSP is not liable for Solidarity shirts that become soiled or damaged.

10.9 Safety Equipment (Excludes Unit 17 and 21; Includes Unit 15)

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if they feel it may add to their overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

10.9.15 Safety Equipment and Safety Goggles/Glasses (Unit 15)

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if they feel it may add to their overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.
- E. The State will provide Bargaining Unit 15 employees safety goggles when required by the State. When the State concurs that an individual Unit 15 employee cannot wear safety goggles over prescription glasses, the State shall provide an initial pair of prescription safety glasses, including reasonable time off without loss of compensation for examination and fitting of the glasses.
 - 1. Employees shall wear safety goggles or prescription safety glasses in accordance with instructions provided by the State.
 - 2. Safety goggles provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided safety goggles shall be held responsible for loss and/or damage to the safety goggles other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State-provided safety goggles or glasses.
- F. The State shall provide Bargaining Unit 15 employees safety-toed shoes/boots when required by the State. Safety-toed shoes/boots provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety-toed shoes/boots shall be held responsible for loss of and/or damage to the safety-toed shoes/boots other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State provided safety-toed shoes/boots.

Employees shall wear safety-toed shoes/boots in accordance with instructions provided by the State.

10.10 Medical Monitoring (Excludes Unit 17 and 21)

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

10.10.17 Medical Monitoring (Unit 17)

Medical monitoring programs may be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and may take into account the status of current technology and scientific recommendations for such programs. The Health and Safety Committees may make recommendations regarding medical monitoring programs to the department head or designee.

10.11 Hazardous Materials (Excludes Unit 17 and 21)

- A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.
- B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exist:
 - 1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
 - 2. The employee is required to use/handle the substance; or
 - 3. It is necessary to update or otherwise train an employee in its use.

10.11.17 Hazardous Materials (Unit 17)

- A. Upon request of the Union or an employee, the State shall provide a completed MSDS for each hazardous substance in use by Unit 17 employees 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 his/her supervisor or from other departmental resources in the use of a hazardous substance where: (1) the manufacturer is required under Labor Code section 6390 to provide a MSDS; (2) the employee is required to use the substance; and (3) the employee has not previously been trained in its use. This provision shall be grievable only through the Director's level in the grievance procedure contained in article 6 (Grievance and Arbitration Procedure) of this Contract.

10.12 Employee Restroom Facilities (Excludes Unit 17 and 21)

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

10.13 Access to Work Areas 24 Hours (Excludes Unit 17 and 21)

- A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.
- B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

10.14 Personal Alarms (Excludes Unit 17 and 21)

- A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.
- B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use

within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

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

10.15.17 Personal Alarms: CDC/CYA (Unit 17)

The CDCR shall provide to a Unit 17 employee a personal alarm transmitter which is calibrated to the zone area where the employee is assigned. The transmitter shall be tested daily to ensure operational order.

10.16.17 Alarm System: DDS and DMH (Unit 17)

- A. The DDS and DMH agree that all alarm system equipment shall be maintained and periodically tested to ensure employees' safety.
- B. DDS and DMH agree to meet with the Union, upon request, to discuss problems with the alarm system and necessary plans to correct these problems.

10.17.17 Institution Radios: CDC (Unit 17)

Within six (6) months of ratification of this contract, the CDCR Health Care Division, Labor Relations and SEIU Local 1000 shall establish a Labor/Management Committee to review and study the necessity of institutional radios for Unit 17 employees in clinics, yard clinics, and isolated areas of institutions. The Union shall be allowed two (2) Union-appointed Unit 17 employees on State time. The department shall be allowed an equal number of management appointed members.

10.18 Referral of Assault/Battery (Excludes Unit 17 and 21)

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

10.18.17 Referral of Assault/Battery (Unit 17)

The State shall refer all cases involving a ward, inmate, or patient assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

10.19 Assaultive Behavior (Excludes Unit 17 and 21)

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

10.19.17 Assaultive Behavior (Unit 17)

- A. Department of Mental Health (DMH) and the Department of Developmental Services (DDS):
 - 1. Prevention and Management of Assaultive Behavior (PMAB) training shall be mandatory.
 - 2. The State shall provide all employees with an annual opportunity to attend PMAB training. All employees will be required to attend PMAB training at a minimum every two (2) years. PMAB training shall be mandatory within six (6) months of assuming employment.
 - 3. Employees shall be compensated for attending PMAB training.
 - 4. Representatives of SEIU Local 1000 (Unit 17) may meet with DDS for the purpose of discussing the need to form a statewide PMAB Committee.
 - 5. Upon request of the Union, the DMH agrees to schedule a meeting at the headquarters level to consider the Union's suggestions relating to the PMAB program in DMH.
 - 6. The Union shall be entitled to representation on the DMH Statewide PMAB Committee.
- B. The CDCR and SEIU Local 1000 (Unit 17) will meet to address issues relating to self defense and PMAB training.
- C. PMAB training for Unit 17 employees in departments or facilities other than those listed in paragraphs A and B above, may be offered on a space available basis and subject to arrangements being made to relieve the employees of their regular duties.

10.20.15 Professional Assaultive Response Training (Unit 15)

- A. The State shall provide Professional Assaultive Response Training for Unit 15 employees whose regular assignment involves the coordination and care of clients in DDS and DMH. Such training shall occur within a timely manner or in the case of a newly hired employee, within six (6) months of being hired.
- B. Upon request, other Unit 15 employees in DDS and DMH will be provided Professional Assaultive Response Training when space is available and arrangements can be made to relieve them of their regular duties.
- C. Such training will occur during Bargaining Unit 15 employees' regular work shift. However, departments may adjust the employees' work schedule to allow for their participation in the training.
- D. The DOE shall provide Professional Assaultive Response Training for all Unit 15 employees whose regular employment requires routine contact with students. Professional Assaultive Response Training involves training in procedures primarily designed to alert employees to potential impulsive or aggressive behavior of students in the special schools. Such training shall occur prior to the termination of the school year.

10.20.20 Assaultive Response Training (Unit 20)

The State will review the availability of assaultive response training and will endeavor to provide assaultive response training to Unit 20 employees. The DMH, DDS, CDVA, and DOE shall provide Management of Assaultive Behavior training where required by the State. Management of assaultive behavior is in-service training in a series of techniques and procedures primarily designed to protect hospital residents, clients, and students from the affect of their own impulsive behavior.

10.20.21 Training for Hostile and Threatening Behavior (Unit 21)

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

10.21 Workplace Violence Prevention (Excludes Unit 17 and 21)

The State and Union developed a model Workplace Violence Prevention Program. Each department shall maintain a Workplace Violence Prevention Program that meets the mutually agreed upon model program. The department program shall be in writing and distributed and/or made available to all employees.

10.21.17 Workplace Violence Prevention (Unit 17)

- A. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement "Workplace Violence Prevention" policies and programs.
- B. The State agrees to develop a model Workplace Violence Prevention Program and make the program available to all departments.
- C. State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.
- D. All those Workplace Violence Prevention Programs and policies which have been adopted by departments and that meet the mutually agreed upon model program criteria to be established in sub paragraph B above will remain in effect during the term of the contract.

10.22 Computer Work Stations (Excludes Unit 17)

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

4. Ergonomic keyboards;
5. Foot and wrist rests;
6. Telephone headsets;
7. Ergonomic computer table and supports;
8. Wheeled carriers;
9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on monitors and on terminal screens from windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.

- D. Upon request by the Union, the State agrees to meet to review any suggested revisions or additions to the State's Computer User's Handbook.

10.22.17 Video Display Terminal (VDT) (Unit 17)

- A. The State shall provide instruction in the proper operation and adjustment of VDTs and VDT workstation equipment to Unit 17 employees who are required to use VDT equipment a significant portion of their time on the job. Instruction may include the use of VDT video training tapes and/or the "Computer Users Handbook". The Union will encourage employees to properly use VDT equipment.
- B. The State shall take action as it deems necessary to mitigate glare from the workplace such as, rearrangement of the workstations to avoid glare on terminal screens from windows and ceiling luminaries, or providing anti-glare from light sources. The following equipment shall be made available as the State deems necessary to all employees that use video display equipment, but not limited, to document holders, adjustable chairs, adjustable keyboards, computer tables and supports, and foot and wrist rests.
- C. Upon request by the Union, the State agrees to meet to review and make any revisions or additions to the State's ergonomic guidelines for video display terminals.

10.23 Independent Medical Examinations

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.
- B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

10.24.17 Immunization Against Diseases (Unit 17)

The State shall offer immunization as required at State expense.

10.25 Infectious Disease Control (Excludes Unit 17 and 21)

- A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.
- B. Training shall be provided for employees in the Departments of Health Services (DHS), DIR, DDS, DMH, CDCR, and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.
- C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known, the State shall notify potentially exposed employees at the work site.
- D. Infectious Disease Control Training shall include, but not be limited, to bloodborne and airborne diseases.
- E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

10.25.17 Infectious Disease Control (Unit 17)

- A. The State shall provide in-service training in infectious disease control and isolation procedures on an annual basis utilizing the best guidelines available. Examples of guidelines the State may use are the Joint Advisory Notice issued by the Center for Disease Control. For licensed hospitals, such training shall be consistent with California Administrative Code Title 22. For other clinical settings, such training shall reflect the needs of the work environment.
- B. The State agrees that, upon request of SEIU Local 1000, a special meeting of the Professional Practice Group, provided for under article 22, or the Health and Safety Committees provided for under article 10.2 and 10.2.17 (Health and Safety Committees) will be held at each facility to review the safety procedures, equipment, and materials relating to treating patients and clients with bloodborne diseases such as hepatitis or acquired immune deficiency syndrome.

10.25.21 Infectious Disease Control (Unit 21)

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

10.26 Precautions Against Exposure to Bloodborne Pathogens (Excludes Unit 17 and 21)

- A. The CDCR, DMH, CDVA, and DDS shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notices issued by the Department of Labor, Department of Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.
- B. CDCR, DMH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.
- C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.
- D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.
- E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.
- F. The departments will utilize the most up to date guidelines provided for the processing of laundry.
- G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.
- H. The Union will bring concerns regarding health and safety issues to the local health and safety committee for resolution.
- I. CDCR, DMH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.
- J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

10.27 Remodeling/Renovations and Repairs (Excludes Unit 17 and 21)

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.

- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.27 (Remodeling/Renovations and Repairs).

10.28 Pest Control (Excludes Unit 17 and 21)

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.28 (Pest Control).

10.28.17 Pest Control (Unit 17)

- A. Whenever a department utilizes a pest control chemical in a State owned or managed building, the department will provide at least twenty-four (24) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in worksite locations, prior to application of the chemicals and the employer shall inform employees of the chemical(s) use, prior to application.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to their immediate supervisor. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Except in twenty-four (24) hour facilities, the chemical application will normally take place during hours when the building is closed for business or when employees will not directly be exposed to chemicals.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000: "The Lessor shall give not less than twenty-four (24) hours prior notice to State tenants, when any pest control or repair work affecting the State occupied space may result in employee health concerns in the work environment."

10.29 Smoking Cessation (Excludes Unit 17 and 21)

- A. The State will continue to provide smoking cessation programs consistent with prior departmental practices.
- B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.
- C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

10.30 Health and Safety Grievances (Excludes Unit 17)

- A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.
- B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.

- C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.
- D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:
 - 1. Health and Safety Grievance – Step 2
 - a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
 - b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.
 - 2. Health and Safety Grievance – Step 3
 - a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the DPA as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected department(s).
 - b. The Director of the DPA or designee shall respond to the grievance in writing within fourteen (14) calendar days.
 - c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
 - d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
 - e. Arbitration shall be in accordance with section 6.11(B) of this article unless otherwise provided.

10.30.17 Health and Safety Grievance (Unit 17)

All Health and Safety grievances (filed under section 10.2.17 - Health and Safety Committees of this contract) deemed necessary for expedited processing shall first be appealed directly to the first formal level of the grievance procedure pursuant to the modified time limits set forth below:

- A. Health and Safety Grievance - Step 1 (Facility head/Department Program Manager)
 - 1. If the grievant is not satisfied with the informal decision rendered by his/her supervisor pursuant to section 6.6.17 Informal Discussion (Supervisor) of this article, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the first formal level of appeal.
 - 2. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievance.
- B. Health and Safety Grievance - Step 2 (Department Head/Director)
 - 1. If the grievant is not satisfied with the decision rendered pursuant to Health and Safety Grievance - Step 1, the grievant may appeal the decision within fourteen (14) calendar days of receipt to the department head or designee as the second formal level of appeal.
 - 2. Within fourteen (14) calendar days after the receipt of the appealed grievance, the person designated as the second formal level of appeal shall respond in writing to the grievance.
 - 3. If the grievance is not resolved at Health and Safety Grievance - Step 2 within thirty (30) calendar days after the receipt of the second step response, the Union shall have the right to submit the grievance to arbitration.
- C. The selection of the arbitrator shall be in accordance with section 6.11(B) of this article, and the case must be before an arbitrator within ten (10) calendar days.

10.31.11 Health and Safety Inspections (Unit 11)

While it is recognized that periodic health and safety inspections are the responsibility of each facilities manager, each department may, upon request of the Union, conduct annual health and safety inspections of facilities with Unit 11 employees. Such inspections shall be made by the departmental Health and Safety Officer and/or a designee. A Union representative may accompany the Health and Safety Officer and/or a designee when conducting the inspections. The results of the inspections will be posted at each facility. This section is not subject to article 6.

10.32.20 Information Regarding Medical Condition (Unit 20)

Upon request the State will provide any employee in Unit 20 working with any inmate, ward, client, resident, patient or student, available pertinent medical information needed to properly care for these persons. Provision for the release of such information shall be consistent with applicable laws and rules pertaining to confidentiality.

10.33.3 Temperature Controls (Unit 3)

- A. The parties acknowledge the vital importance of the correctional education system in the CDCR. To maintain the effectiveness of this system, it is necessary to develop and implement policies that are conducive to maintaining and promoting the health/safety of the teachers, minimizing physical discomfort and maximizing educational opportunity for students in these programs.
1. The parties agree that within ninety (90) days of the ratification of the Unit 3 agreement, a joint labor/management committee will be established, consisting of an equal number of Union and management members. The purpose of this committee will be to:
 - a. Review and/or develop current departmental and site specific policies and procedures.
 - b. Establish or revise temperature and air quality guidelines when mutually agreeable;
 - c. Develop policy implementation procedures which shall address air circulation, air quality and air conditioning needs.
 2. The parties further agree that management shall designate a representative at each institution/facility with whom an employee and/or Union representative may raise issues concerning air policy and procedure applications. Should an employee not be able to resolve their issues/concerns, he or she may file a grievance pursuant to the provisions of section 10.30 (Health and Safety Grievances).

10.33.15 Laundry and Kitchen Temperatures (Unit 15)

- A. At the request of the Union, State departments that maintain kitchens and laundries in which Unit 15 employees work, agree to meet to discuss alternative methods for resolving issues regarding temperature variance in kitchen and laundry work areas.
- B. The State shall comply with applicable regulations regarding temperature variance in kitchen and laundry work areas.
- C. Additionally, the department will consider and may alter the shifts of Unit 15 employees so that they are working fewer hours during the hottest parts of the day. As resources permit, existing ventilation, heat, and air cooling systems, including auxiliary equipment provided in the laundries and kitchens shall be maintained by the State in good working condition.

10.34.11 Health and Safety Incentive Award Program – Department of Water Resources (DWR) (Unit 11)

- A. The DWR will establish on a pilot basis, a Health and Safety Incentive Program, in the Division of Operations and Maintenance (O&M) field divisions.
- B. All permanent, full-time employees of the five (5) O&M field divisions will be eligible to participate in the program established for the division. The department agrees to provide funding of awards for the program.
- C. The program is intended to encourage employees to work safely and reduce sick leave usage. Participation in this program is limited to employees working at the five (5) O&M field divisions. The management of O&M will develop criteria and guidelines for determining whether the awards will be in cash or in material goods. The criteria established will be discussed with the Union prior to implementing the program. Based upon the criteria implemented, awards will be given to employees who have established and maintained the best overall health and safety record.

- D. If a dispute arises over this section (10.34.11 - Health and Safety Incentive Award Program - DWR), an employee may only file a complaint per article 6, and the decision reached by the Director of DWR or designee shall be final. This section (10.34.11) shall be effective upon enactment of legislation which clearly exempts this provision from the definition of "compensation" contained in Government Code section 20022.
- E. The State reserves the right to cancel this program if such action is deemed to be in the best interest of the State. The State agrees to give affected employees and the Union thirty (30) days notice prior to canceling the program.

10.35.17 Employee Self-Protection (Unit 17)

The DOE Special Schools, the CDVA and the DHS shall encourage Unit 17 employees to attend training provided in self-protection, including, but not limited to, rape prevention.

10.36.17 Incident Debriefing (Unit 17)

- A. Each department with twenty-four (24) hour facilities shall develop policy governing work-related situations associated with a major incident.
- B. The policy shall include definition of a major incident, and establish procedures which provide for employee referrals for necessary services.

10.37.17 Wellness Programs (Unit 17)

The State shall encourage all agencies with Unit 17 employees to develop and implement departmental and/or local wellness programs within existing budgetary and staffing resources. Wellness programs may include, but are not limited to, classes, speakers, informational materials and other services on such subjects as stress management, smoking cessation, weight reduction, nutrition, general fitness, and/or relaxation techniques. Employee participation in wellness programs shall be voluntary and on the employee's own time. Insofar as practical, wellness programs should be made available to Unit 17 employees working evening, night or other than regular day shifts.

10.38.17 Rest Areas (Unit 17)

- A. Unit 17 employees shall be permitted to use non-work areas for breaks if it does not involve an additional cost; it does not involve areas restricted for health and safety reasons; it does not interfere with State business needs; or it does not negatively impact on patients, consumers, inmates, wards, or students' health and safety. The State will endeavor to retain all existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Operational needs permitting, the State shall endeavor to allow reasonable time for nurses to travel to break rooms when the facility layout prohibits a local rest area.
- B. Unit 17 employees may identify and request specific alternative locations which allow them to be removed from their daily routine and the work area for other nursing employees.

10.38.20 Rest Areas (Unit 20)

- A. Unit 20 employees shall be permitted to use unrestricted non-work areas for breaks if it does not involve an additional departmental cost; it does not interfere with departmental business needs or it does not negatively impact on patient, ward, student, client or resident health and safety.
- B. The department will endeavor to retain all existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Where rest areas or break rooms are unavailable, Unit 20 employees may identify and request specific alternate locations, which allow them to be removed from their daily routine.
- C. At the Veterans Home and DOE's Special Schools, the departments will not schedule student or member activities in designated employee break rooms.

ARTICLE 11 – SALARIES

11.1 Salaries

- A. Within sixty (60) days following legislative approval, SEIU Local 1000 represented employees shall receive a one-time bonus of one thousand dollars (\$1,000) as follows:
 - 1. Permanent and limited term full time employees who were on payroll on June 30, 2006, shall receive one thousand dollars (\$1,000); or

2. Permanent and limited term part time employees who were on payroll on June 30, 2006, shall receive one thousand dollars (\$1,000); or
 3. Employees holding a TAU appointment who were on payroll June 30, 2006 and who were paid for five hundred nineteen (519) or more hours (intermittent appointment) or the equivalent of five hundred nineteen (519) hours (full time and part time appointment) during the twelve (12) month period of July 1, 2005 through June 30, 2006, shall receive one thousand dollars (\$1,000). An employee holding a TAU appointment with prior permanent status who accepts a TAU appointment without a break in service shall be entitled to the bonus under Criteria 1 and 2 above; or
 4. Permanent limited term and seasonal intermittent employees who were on payroll June 30, 2006 and were paid for five hundred nineteen (519) or more hours during the twelve (12) month period of July 1, 2005 through June 30, 2006, shall receive one thousand dollars (\$1,000).
- B. Any employee who holds multiple appointments in classifications represented by SEIU Local 1000 and/or any other bargaining unit which agreed to this bonus shall receive one thousand dollars (\$1,000) if their combined time base is equal to or greater than one-quarter ($\frac{1}{4}$) time. (For example, an employee holds two appointments; both as one-quarter [$\frac{1}{4}$] time base and in bargaining units eligible for this bonus, the employee shall receive the maximum amount, one thousand dollars [\$1,000].)
- C. The bonus received by the employee shall not be considered as compensation for the purposes of retirement contributions.
- D. Effective July 1, 2006, all SEIU Local 1000 represented classifications shall receive a general salary increase of three and one-half percent (3.5%), (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement). The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

Classifications receiving the Plata/Plata equity differentials (CDCR & DMH) shall have their differential adjusted downward by a dollar amount that will result in the incumbents receiving the same gross monthly salary as was received prior too the general salary increase.

- E. Effective July 1, 2007, the State agrees to provide a cost of living adjustment, to all SEIU Local 1000 classifications as follows; (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement)
1. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve (12) month period from April 2006 through March 2007. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West Urban – All Urban Consumers (Not seasonally Adjusted), Series CUUR0400SAO, United States.
 2. The cost of living adjustment shall not be less than two percent (2%) or more than four percent (4%).
e.g.: If the cost of living for the year, as determined in E(1) above is less than two percent (2%), the cost of living adjustment for the year shall be established at two percent (2%). If the cost of living for the year is greater than four percent (4%) for the specific period, the cost of living for the year shall be established at four percent (4%). If the cost of living for the year increases by an amount between two percent (2%) and four percent (4%), employees shall receive the specific cost of living increase rounded to the nearest tenth.
 3. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
 4. The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

EXAMPLE for 2007 Increase (as described in E[1]):

CPI for March 2007 (EXAMPLE ONLY)	202.4
Less CPI for March 2006	197.1
Index Point Change	5.2

Divided by Previous CPI (March 2006)	197.1
Equals	.02637
Result multiplied by 100 (100 X .02637)	2.6
Cost of Living adjustment for 2007	2.6%

Salary Adjustment Effective July 1, 2007 (EXAMPLE ONLY) = 2.6%

11.2.1 Equity Adjustments (Unit 1)

Effective January 1, 2007 the following Auditor classifications shall receive five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682(b) and 599.687.

4101	Financial Institutions Examiner
4102	Senior Financial Institutions Examiner
4133	State Financial Examiner III
4136	State Financial Examiner II
4410	Senior Insurance Examiner (Specialist)
4412	Associate Insurance Examiner
4420	Insurance Examiner
4443	Corporation Examiner
4452	Corporation Examiner IV (Specialist)
4488	Inheritance and Gift Tax Examiner III
4499	Public Utility Financial Examiner IV
4502	Public Utility Financial Examiner III
4508	Public Utility Financial Examiner II
4134	Mineral and Land Auditor Specialist II
4135	Mineral and Land Auditor Specialist III
4137	Mineral and Land Auditor Specialist IV
4144	Government Auditor III
4146	Government Auditor II
4155	Staff Management Auditor (Specialist), SCO
4159	Associate Management Auditor
4175	Auditor I
4203	Investigative Auditor II, DOJ
4215	Investigative Auditor III, DOJ
4224	Investigative Auditor IV (Specialist), DOJ
4249	Health Program Auditor IV, DHS
4252	Health Program Auditor III, DHS
4254	Health Program Auditor II, DHS
4267	Tax Auditor, BOE
4281	Associate Tax Auditor, BOE
4285	General Auditor III
4286	Investigative Auditor, Alcoholic Beverage Control
4287	General Auditor II
4339	Associate Tax Auditor, EDD
4341	Staff Tax Auditor, EDD
4361	Associate Tax Auditor, FTB
4362	Tax Auditor, FTB
5024	Senior Property Auditor-Appraiser
5441	Assistant Property Auditor Appraiser, BOE
5448	Associate Property Auditor Appraiser, BOE
5453	Senior Specialist Property Auditor-Appraiser, BOE
5841	Staff Services Management Auditor
9070	Investigative Auditor II, CDFA

9071	Investigative Auditor III, CDFA
9323	Workers' Compensation Payroll Auditor
9324	Senior Workers' Compensation Payroll Auditor
4057	Program Evaluator, CalPERS
4059	Associate Program Evaluator, CalPERS
4061	Staff Program Evaluator, CalPERS
4084	Program Evaluator Specialist (Information Systems)
4085	Staff Program Evaluator Specialist (Info Systems), CalPERS
4141	Totalisator Systems Examiner
4378	Business Taxes Specialist III, BOE
4379	Business Taxes Specialist II, BOE
4380	Business Taxes Specialist I, BOE
4364	Program Specialist I, FTB
4365	Program Specialist II, FTB
4366	Program Specialist III, FTB

Effective January 1, 2007 the following information technology classifications shall have five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682(b) and 599.687.

Eligible Classifications

1360	Information Systems Technician
1557	Information Systems Technician II
1353	Computer Operator
1560	Computer Operations Specialist I
1561	Computer Operations Specialist II
1562	Information Systems Technician I
1361	Staff EDP Acquisition Specialist
1368	Senior EDP Acquisition Specialist (Technical)
1382	Programmer I
1383	Programmer II
1479	Assistant Information Analyst
1579	Associate Programmer Analyst (Specialist)
1470	Associate Information Systems Analyst (Specialist)
1585	Associate Systems Software Specialist (Technical)
1581	Staff Programmer Analyst (Specialist)
1312	Staff information Systems Analyst (Specialist)
1587	Systems Software Specialist I (Technical)
1583	Senior Programmer Analyst (Specialist)
1337	Senior Information Systems Analyst (Specialist)
1373	Systems Software Specialist II (Technical)
1367	Systems Software Specialist III (Technical)
2949	Instructional Systems Engineer, Commission on Peace Officer Stds.
2950	Sr. Instructional Systems Engineer, Comm. On Peace Officer Stds.
5135	Telecommunications Systems Manager I (Specialist)
5170	Telecommunications Systems Analyst I
5171	Telecommunications Systems Analyst II
7737	Associate Program Systems Analyst
7738	Staff Program Systems Analyst (Specialist)
7740	Senior Program Systems Analyst (Specialist)

11.2.3 Equity Adjustments (Unit 3)

Effective January 1, 2008 all Bargaining Unit 3 classifications (excluding CDCR classes in Farrell settlement) shall have five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682(b) and 599.687.

11.2.17 Equity Adjustments (Unit 17)

Effective January 1, 2007, all classifications in Unit 17 shall have seven and one-half percent (7.5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682(b) and 599.687. Thereafter, employees shall move in accordance with MSA provisions of the agreement.

It is clearly understood that as the GSI of July 1, 2006 and the above step adjustments are implemented, the Plata equity differentials (CDCR-DJJ and DMH) shall be reduced accordingly to achieve parity in base salary, and a Plata/Plata equity differential of ten percent (10%) above base salary.

Should the Court order any additional adjustments, the parties shall meet and confer over the appropriate adjustments, if necessary, for non-Plata classes.

11.2.20 Equity Adjustments (Unit 20)

Effective January 1, 2007 the following Respiratory Care classifications shall have ten percent (10%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682(b) and 599.687. Thereafter, employees shall move in accordance with MSA provisions of the agreement.

8276	Respiratory Care Practitioner
8300	Respiratory Care Practitioner, DMH and DDS
9316	Respiratory Care Practitioner, Correctional Facility

Effective January 1, 2007 the following Licensed Vocational Nurse and Clinical Laboratory classifications shall have five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682(b) and 599.687.

8246	Licensed Vocational Nurse
8274	Licensed Vocational Nurse (Safety)
8286	Licensed Vocational Nurse, DMH and DDS
7925	Senior Clinical Laboratory Technologist
7926	Senior Clinical Laboratory Technologist (Safety)
7928	Clinical Laboratory Technologist
9293	Clinical Laboratory Technologist, Correctional Facility
9301	Clinical Laboratory Technologist (Safety)
9348	Senior Clinical Laboratory Technologist, Correctional Facility

Effective January 1, 2008 the following Dental classifications shall have five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682(b) and 599.687.

7911	Dental Assistant
7914	Dental Assistant (Safety)
9296	Dental Assistant, Correctional Facility
7656	Dental Assistant, DMH and DDS
8128	Dental Hygienist
8131	Dental Hygienist (Safety)
8432	Dental Hygienist Auditor
8387	Dental Hygienist Consultant
9298	Dental Hygienist, Correctional Facility

Effective July 1, 2006 employees of the State Special Schools in the listed classifications shall receive a recruitment and retention differential of two hundred dollars (\$200) per month. This differential shall be paid for the ten (10) month school year only and shall be considered compensation for retirement.

8244	Teaching Assistant, School for the Blind
8246	Teaching Assistant, School for the Deaf
9712	Night Aide, School for the Blind
9663	Night Aide, School for the Deaf
9713	Counselor, School for the Blind
9664	Counselor, School for the Deaf
9671	Transportation Coordinator, Special Schools
8291	Support Bus Driver
9820	Support Services Assistant (Interpreter)

Counselors, Orientation Center for the Blind, (Albany) shall also receive this differential. This differential shall be considered compensation for retirement purposes. The differential shall be paid pro rata for less than full-time employees.

11.3 Salary Definitions (Excludes Unit 17 and 21)

Units 1, 3, 4, 11, 14, 15 and 20 hereby agree to support putting the following changes to Article 5 of the DPA regulations into effect provided all bargaining units agree to the same. As used in this article, terms are defined as follows:

- A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.

- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

11.3.17 Salary Definition (Unit 17)

- A. For the purpose of salary actions affecting employees assigned to Bargaining Unit 17, the following definitions shall apply:
 1. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class.
 2. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the dollar and cents amount.
 3. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis any one of the dollar and cents amounts found within the salary range.
 4. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
 5. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
 6. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
 7. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Under paragraph (2), one step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).

Unless otherwise provided, 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.

11.3.21 Salary Definitions (Unit 21)

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

- A. "Salary range" is the minimum and maximum rate currently authorized for the class.
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the 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 (2) salary ranges of the Pay Plan.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) 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 (2) steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate at least two (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 x 1.05 = \$2,415, one step higher; \$2,415/1.05 = \$2,300, one step lower).

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

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

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

11.4 Timely Payment of Wages (Excludes Unit 15, 17 and 21)

- A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;
 2. When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;
 3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.
- B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
- C. This provision does not apply to those employees who have direct deposit.
- D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.
- E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and SCO policies.
- F. Overpayments or any other payroll errors shall be administered in accordance with Government Code section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.
- G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.

11.4.15 Timely Payment of Wages (Unit 15)

- A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;
 2. When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.
- B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
- C. This provision does not apply to those employees who have direct deposit.
- D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.
- E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office policies.
- F. Overpayments or any other payroll errors shall be administered in accordance with Government Code section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.
- G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.
- H. The Department of General Services (DGS) shall make arrangements for evening shift or night shift employees to receive their paychecks at the same time as the day shift on the authorized pay day.

11.4.17 Timely Payment of Wages (Unit 17)

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

11.4.21 Timely Payment of Wages (Unit 21)

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

11.5.14 Pay Periods (Unit 14)

Employees in Unit 14 who are employed at the OSP shall continue to receive their paychecks twice a month. As soon as practicable, the State will implement a negative payroll system at OSP. The State will provide a status report on its progress to the Union after ninety (90) days after ratification of the contract. The State will provide thirty (30) days notification to the Union prior to its implementation. All other employees in Unit 14 shall continue to receive their paychecks once per month.

11.5.17 Release of Paychecks - NOC Shift or First Watch (Unit 17)

The departments shall make arrangements so that NOC shift or first watch employees may pick up their paychecks during their assigned work shift which begins on the authorized pay day.

11.5.20 Release of Paychecks - NOC Shift or First Watch (Unit 20)

The department shall make arrangements so that employees may pick up their paychecks during their assigned work shift on the authorized pay day.

11.6.17 Overtime Checks (Unit 17)

Each department with Unit 17 employees shall make a good faith effort to process employees' overtime checks in an expeditious manner. The parties understand that the issuance of overtime warrants shall not take precedence over the issuance of master payroll warrants or PI payroll warrants.

Upon request from the Union, the State agrees to meet at the facility/office level to resolve issues where overtime checks are consistently issued after the fifteenth (15th) of the month.

11.7 Merit Salary Adjustments (MSA) (Excludes Unit 17)

- A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable DPA rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the MSA.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

11.7.17 Merit Salary Adjustments (Unit 17)

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

11.8 Night Shift Differential (Excludes Unit 15, 17, and 21)

- A. Bargaining unit employees who regularly work shifts shall receive a night shift differential as set forth below:
 - 1. Employees shall qualify for the first night shift pay differential of forty cents (\$.40) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
 - 2. Employees shall qualify for the second night shift pay differential of fifty cents (\$.50) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.
- B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

11.8.15 Night Shift Differential (Unit 15)

- A. Unit 15 employees who regularly work shifts shall receive a night shift differential.
- B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.
- C. Unit 15 employees who regularly work shifts where four (4) or more hours of the regular scheduled work shift fall between 6:00 p.m. and 6:00 a.m., shall receive fifty (50) cents per hour.
- D. Shift differential payments are considered compensation for purposes of retirement.
- E. Shift differential pay will be included when computing benefits and/or additional compensation (i.e., overtime, lump sum payment, SDI, IDL, and EIDL).
- F. Unit 15 employees regularly assigned to work between the hours of 6:00 p.m. and 6:00 a.m. shall receive the shift differential for the designated hours during the period of paid leave.

11.8.17 Night Shift Differential (Unit 17)

- A. Unit 17 employees who regularly work shifts shall receive a night shift differential as set forth below:
 - 1. Employees shall qualify for the first night shift pay differential of sixty cents (\$.60) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
 - 2. Employees shall qualify for the second night shift pay differential of seventy-five cents (\$.75) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.
- B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

11.9 Bilingual Differential Pay (Excludes Unit 17 and 21)

Bilingual Differential Pay applies to those positions designated by the 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 ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the 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, client, student, or inmate needs;

- c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
 - 3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
 - 4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
 - 5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.
- B. Rate:
- 1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of one hundred dollars (\$100) per pay period including holidays.
 - 2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
 - 3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
 - 4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents (\$.58) per hour.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the DPA will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the CalPERS, OASDI (Social Security), levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the 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 may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.
- G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate temporary disability, Industrial Disability, and State Disability leave benefits.
- K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

11.9.17 Bilingual Differential Pay (Unit 17)

Bilingual Differential Pay applies to those positions designated by the DPA as eligible to receive bilingual pay according to the following standards:

- A. Definition of Bilingual Positions for Bilingual Differential Pay
- 1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the 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 ten percent (10%) standard.
- B. Rate
- 1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum one hundred dollars (\$100) per monthly pay period, including holidays.
 - 2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
 - 3. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
 - 4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents (\$.58) per hour.
 - 5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of four dollars sixty-one cents (\$4.61) per day.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the 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, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the 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 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 State Disability leave benefits.

11.9.21 Bilingual Differential Pay (Unit 21)

Bilingual Differential Pay applies to those positions designated by the 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 ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of

the time. Management will evaluate this date in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the 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, client, student, or inmate needs;
 - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients;
 3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed;
 4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible;
 5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.
- B. Rate:
1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of one hundred dollars (\$100) per pay period including holidays.
 2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
 3. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
 4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents (\$.58) per hour.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the 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, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the 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 may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.
- G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate temporary disability, IDL; and SDI leave benefits.

11.10 Sustained Superior Accomplishment Awards (Excludes Unit 17)

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

11.11 Union/Management Committee on State Payroll System

The parties agree to establish a Union/Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the DPA shall designate a chairperson of the committee. The Union may have one representative from each from bargaining unit who shall serve without loss of compensation.

11.12 Deferred Compensation Plans (Excludes Unit 17 and 21)

Employees are to be included in the State of California, DPA's, 401(k) and 457 Deferred Compensation Programs. Eligible employees under IRS Code section 403(b) will be eligible to participate in the 403(b) Plan.

11.12.17 Deferred Compensation Plans (Unit 17)

Employees are to be included in the State of California, DPA's 401K and 457 Deferred Compensation plans.

11.12.21 Deferred Compensation Program (Unit 21)

Employees in Unit 21 are to be included in the State of California, DPA, Savings Plus Deferred Compensation Program (457 Deferred Compensation Plan and 401K Thrift Plan). Subject to SCO policies and procedures, employees in Unit 21 may participate in the SCO 403(b) tax shelter annuity program. Upon request of the Union, the State shall meet to discuss significant changes to the SCO 403(b) tax shelter annuity program.

11.13 Tax Deferral of Lump Sum Leave Cash-Out Upon Separation (Excludes Unit 17)

- B. To the extent permitted by federal and state law, effective January 1, 2002 employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).
- C. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than sixty (60) days prior to his/her date of separation.
- D. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- E. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "overdefers" exceeding the limitation on annual deferrals).
- F. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing plan document (which may at the State's discretion be amended from time to time), and applicable Federal and State laws, rules and regulations.
- G. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

11.14.3 Timely Processing and Depositing of 403B – Tax Sheltered Annuities (Unit 3)

The State recognizes the importance of processing tax shelter deposits and adjustments in a timely manner and that these shall be given ongoing attention. The State will endeavor to process these in fifteen (15) working days or less.

If the Union believes that a pattern has developed in the processing of tax shelter deposits and adjustments beyond fifteen (15) working days, they may request to meet and confer over the impact of this matter with a department head or designee.

11.15.4 State Special Schools Ten-Month Compensation Agreement (Unit 4)

The Special Schools in the DOE shall use the following work schedule policy for permanent, full-time Bargaining Unit 4 employees that are scheduled to work a ten (10) month school year.

- A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by SPB rule 9) to permanent, full-time Special Schools' employees except when budgetary or

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

During recess periods, the Special Schools may utilize any combination of work, training, vacation, CTO or dock.

Priority consideration will be given first to regular work assignments, second to training, and third to work not associated with their normal duties. It is understood by both parties that regular work, work not associated with their normal duties, and training may not be available. Employees may request training that enhances the Special School program.

- B. Employees covered by this Agreement:
 - 1. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 4 Contract vacation leave provision.
 - 2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods.
 - 3. Sections B(1) and B(2) shall apply to permanent, part-time employees on a pro rata basis.
 - 4. The seventy (70) hours of vacation leave credit (and pro rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.
- C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses.
- D. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Contract are met.
- E. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g., CTO or vacation) or place employees on dock. During recesses it is the intent of the Department that all employees covered by this Contract shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.
- F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.
- G. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation, or CTO in July and a minimum two (2) days of work, training, vacation, or CTO in August.

11.15.15 State Special Schools Ten-Month Compensation Agreement (Unit 15)

The Special Schools in the DOE shall use the following work schedule policy for permanent, full-time Bargaining Unit 15 employees that are scheduled to work a ten (10) month school year.

- A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by SPB rule 9) to permanent, full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary and program considerations are those which are mandated by the Legislature, Governor, or Superintendent of Public Instruction. This means that these employees may be scheduled either for work, CTO, holiday credits, paid or unpaid leave; so, that when all of these are considered in total for the year each employee at the California School for the Deaf and California School for the Blind receives a minimum annual compensation equivalent to approximately one thousand seven hundred thirty-four (1,734) hours of the employee's regular (straight-time) rate of pay. Employees at the Diagnostic Schools for Neurologically Handicapped Children will receive a minimum annual compensation equivalent to approximately one thousand nine hundred thirty-four (1,934) hours of the employees' regular (straight-time) rate of pay based upon their twenty-five (25) day extended work year. The Special Schools may provide an annual compensation greater than one thousand seven hundred thirty-four (1,734) hours, (one thousand nine hundred thirty-four [1,934] hours for Diagnostic School for Neurologically Handicapped Children employees) subject to budgetary and program considerations.

If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly.

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

- B. Employees covered by this Agreement:

1. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 15 contract vacation leave provision.
2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods. However, the minimum annual compensation (1,734 or 1,934 hours) shall be reduced by the time utilized.

Sections B(1) and B(2) shall apply to permanent, part-time employees on a pro rata basis.

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

- C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses. On site and/or offsite training may be made available to Bargaining Unit 15 employees during school break when students are not present. The parties agree to meet and discuss regarding the types of training that will be made available to State Special School employees within ninety (90) days from the date this contract is ratified.

- D. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Agreement are met.
- E. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g., CTO or vacation) or place employees on unpaid leave (including dock). During recesses it is the intent of the department that all employees covered by this section shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.
- F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.
- G. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation, CTO, personal holiday or holiday credit in July and a minimum of two (2) days of work, training, vacation, or CTO in August.
- H. Effective July 1, 2002 and each fiscal year thereafter, the Special Schools shall establish a Family Illness Leave Bank consisting of two hundred ten (210) hours of leave for use by employees in Bargaining Unit 15. Unused Family Illness Leave Bank hours shall return to the department on the last day of the fiscal year.

Use of Family Illness Leave shall be with the approval of the appointing authority and in accordance with the departmental policies (i.e. Catastrophic Leave). Requests for Family Illness Leave shall be limited to twenty-four (24) hours per application. Family Illness Leave shall be available only after the employee's leave credits have been exhausted.

11.15.17 Department of Education Ten-Month Compensation (Unit 17)

The Special Schools in the DOE shall use the following work schedule policy for permanent, full-time Bargaining Unit 17 employees that are scheduled to work a ten (10) month school year.

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

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

- B. Employees covered by this Agreement:
 1. May be scheduled and use vacation or annual leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 17 contract vacation leave provision.
 2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special Schools may allow employees to use these vacation leave credits during scheduled work periods. However, the minimum annual compensation (1,734 hours) shall be reduced by the amount of vacation used.

3. Sections B(1) and B(2) shall apply to permanent, part-time employees on a pro rata basis.
 4. The seventy (70) hours of vacation leave credit (and prorated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special school is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.
- C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses.
 - D. The Special Schools have total discretion to determine the school year, including recesses, as long as the provisions of this Agreement are met.
 - E. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g., annual leave, CTO or vacation) or place employees on dock. "School recess" is defined as a scheduled closing of the school during the academic year (for example: Thanksgiving, Christmas and Easter recesses). During recesses, it is the intent of the Department that all employees covered by this Agreement shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days (for example, if the minimum leave accrual rate for ten [10] months employees is 8.75 days per year, then during recesses the employee would be scheduled no more than 10.75 days of vacation nor less than 6.75 days of vacation).
 - F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.
 - G. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation, annual leave or CTO in July and a minimum two (2) days of work, training, vacation, annual leave or CTO in August.
 - H. If an overtime opportunity is offered to and declined by an employee, only the amount of the overtime hours offered shall be charged toward the employee's one thousand seven hundred thirty-four (1,734) hours. The premium that might have been earned shall not be charged toward the one thousand seven hundred thirty-four (1,734) hours.
 - I. Special Schools Calendar
 1. The Superintendent of a State Special School shall obtain input from Unit 17 employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to adoption of the calendar.
 2. Upon the adoption of an academic calendar the State Special Schools shall provide a copy of the academic calendar to Unit 17 Special Schools employees.

11.15.20 State Special Schools Ten-Month Compensation Agreement (Unit 20)

The Special Schools in the DOE shall use the following work schedules policy for permanent full-time Bargaining Unit 20 employees that are scheduled to work a ten (10) month school year.

- A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by SPB rule 9) to permanent full-time Special Schools employees except when budgetary or program consideration preclude it. Budgetary and program considerations are those which are mandated by the Legislature, Governor, or Superintendent of Public Instruction. This means that these employees may be scheduled either for work, CTO, holiday credits, or paid or unpaid leave; so, that when all of these are considered in total for the year each employee at the California Schools for the Deaf and California School for the Blind receives a minimum annual compensation equivalent to approximately one thousand seven hundred thirty-four (1,734) hours of the employee's regular (straight-time) rate of pay. The Special Schools may provide an annual compensation greater than one thousand seven hundred thirty-four (1,734) hours, subject to budgetary and program considerations. If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly. During recess periods, the Special Schools may utilize any combination of work, training, vacation, CTO or unpaid leave (including dock). Priority considerations will be given first to regular work assignments, second to training and third to work not associated with their normal duties. It is understood by both parties that regular work, work not

associated with their normal duties, and training may not be available. Employees may request training that enhances the Special Schools program.

- B. Employees covered by this Agreement:
 - 4. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the bargaining unit Contract vacation leave provision.
 - 2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset non-compensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods. However the minimum annual compensation one thousand seven hundred thirty-four hours (1,734) shall be reduced by the time utilized.
 - 3. Sections B(1) and B(2) shall apply to permanent part-time employees on a pro rata basis.
 - 4. The seventy (70) hours of vacation leave credit (and pro rated amount for permanent part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/ or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.
- C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses.
- D. The Special Schools have total discretion to determine the school year including recesses so long as the provisions of this Agreement are met.
- E. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g. CTO or vacation) or place employees on unpaid leave (including dock). During recesses it is the intent of the Department that all employees covered by this Agreement shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.
- F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been docked will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.
- G. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation or CTO in July and a minimum two (2) days of work, training, vacation or CTO in August.
If an overtime opportunity is offered to and declined by an employee, only the amount of the overtime hours offered shall be charged towards the employee's one thousand seven hundred thirty-four (1,734) hours. The premium that might have been earned shall not be charged towards the one thousand seven hundred thirty-four (1,734) hours.

11.16.17 Alternate Ranges (AR) 40 and 231 (Unit 17)

- A. Unit 17 employees who are assigned to positions having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who substantially replace civil service employees for a total of at least one hundred seventy-three (173) allocated hours of inmates, wards, or resident workers time per pay period may be eligible for a higher alternate salary range (Appendix 4.17).
- B. Employees in the classifications of Registered Nurse, Registered Nurse (Forensic Facility), and Registered Nurse (Correctional Facility) who meet the above criteria are eligible for Range C or D of AR 231.
- C. Employees in other Unit 17 classifications approved by the DPA who meet the above criteria are eligible for Range B of AR 40. The classes of Public Health Nurse I and II have been approved by the DPA to receive AR 40.
- D. Other classes may be added to these alternate ranges during the term of this Contract only upon concurrence of the State.

11.16.20 Alternate Range (AR) 40 (Unit 20)

- A. The State will continue to provide AR 40 compensation to classes, currently eligible, using the following criteria:
- B. Range B. This Range shall apply to incumbents in positions approved by the DPA staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards or resident workers who substantially replace civil service employees for a total of at least one hundred seventy-three (173) allocated hours of inmates, wards, or resident workers time per pay period.

Other classes may be added during the term of this Contract only upon concurrence of the State.

11.17 Recruitment and Retention Differentials (Excludes Unit 17)

- A. Upon approval by the DPA, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.
- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the DPA.
- D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

11.17.17 Recruitment and Retention Differential (Unit 17)

- A. Upon approval by the DPA and the DOF, a department may provide Unit 17 employees a recruitment and retention differential for classifications, facilities, or geographic locations.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. PI employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. The department may withdraw any recruitment and retention differential for classifications, facilities, or geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.
- E. The department shall not withdraw the recruitment and retention differential for an employee receiving the recruitment and retention differential during the term of this agreement.
- F. Neither the decision to implement or not implement the recruitment and retention differential nor the amount of the recruitment and retention differential, if offered, shall be subject the grievance and arbitration procedure.

11.18.17 Retirement Compensation (Unit 17)

All current monthly recruitment and retention differential payments shall be considered as compensation for purposes of retirement.

11.19.3 Recruitment and Retention Differentials (Unit 3)

The State and the Union agree to the following general provisions for authorization of recruitment and/or retention differentials:

- A. Upon justification of need and approval by the DPA, employees in Unit 3 classifications used by the DDS, DOE, DMH, CDVA, and CDCR may receive a recruitment and/or retention differential for specific positions, classifications, facilities, or geographic locations. Circumstances which may support the need for recruitment and/or retention differentials may include but are not limited to situations such as remote institutions/facilities which cannot recruit qualified staff, institutions/facilities where prevailing compensation provisions exceed those offered by the State, or classifications in high demand.
- B. The amount of recruitment and/or retention differential shall not exceed five hundred dollars (\$500) per month, and certification of available funding must be provided by the implementing department and approved by the DOF.
- C. The State agrees to provide the Union with a minimum of thirty (30) days' notice prior to implementation or discontinuance of a recruitment and/or retention differential, and to meet and discuss impact.

- D. Permanent employees who work less than full time (either on a Contract schedule or 9/12, 10/12, or 11/12 schedule and PI employees) shall be eligible to receive approved recruitment and/or retention differentials. Payments for these employees shall be calculated on a pro rata basis.
- E. Recruitment and/or retention payments shall not be considered compensation for purpose of retirement contributions.
- F. All approved recruitment and/or retention differentials shall be initially authorized for a period of twelve (12) months and may be renewed for additional twelve (12) month periods.

11.19.20 Recruitment and Retention (Unit 20)

- A. Upon approval by the DPA, departments may provide Unit 20 employees a recruitment and retention differential for specific position, classifications, facilities or geographic locations.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent intermittent employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. The department may withdraw any recruitment and retention differential for specific positions, classifications, facilities or geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.

It is understood by the Union that the decision to implement or not implement recruitment and retention payments 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.

11.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons (Excludes Unit 21)

- A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand four hundred dollars (\$2,400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.
- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, there will be no pro rata payment for those months at either facility.
- C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- G. Employees on IDL shall continue to receive this stipend.
- H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand four hundred dollars (\$2,400).
- I. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

11.21.1 Accounting Recruitment and Retention Differential - CDCR (Unit 1)

- A. Upon approval by DPA, the CDCR may provide recruitment and retention differentials to Unit 1 employees as follows:
 - 1. Either up to two hundred dollars (\$200) per month (monthly differential), or
 - 2. Up to two thousand four hundred dollars (\$2,400) per year (annual payment).These differentials may be authorized for specific Unit 1 classifications in specific geographic locations or facilities based on the needs of the State.
- B. When the annual payment is authorized, employees must complete twelve (12) consecutive qualifying pay periods in order to receive the annual payment. No payment, nor pro rata share of the payment, shall be given if the employee separates or is discharged from State service, is rejected on probation, or voluntarily transfers to another location where the differential is not authorized. Time spent on SDI does not count as a qualifying pay period. If an employee who is receiving a monthly differential transfers to a location where the differential is not authorized, the differential shall be discontinued.
- C. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked, excluding overtime, during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on a total number of hours worked within the monthly pay period.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.
- F. Classifications which are eligible for this differential include:

<u>CODE</u>	<u>CLASS</u>
4177	Accountant I (Specialist)
4179	Accountant Trainee
4546	Accountant Officer (Specialist)

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

11.21.4 Recruitment and Retention Differentials – Account Clerk Series – CDCR (Unit 4)

- A. Upon approval by the DPA, the CDCR may provide recruitment and retention differentials to Unit 4 employees as follows:
 - Either up to two hundred dollars (\$200) per month (monthly differential), or
 - Up to two thousand four hundred dollars (\$2,400) per year (annual payment).These differentials may be authorized for specific Unit 4 classifications in specific geographic locations or facilities based on the needs of the State.
- B. When the annual payment is authorized, employees must complete twelve (12) consecutive qualifying pay periods in order to receive the annual payment. No payment, nor pro rata share of the payment, shall be given if the employee separates or is discharged from State service, is rejected on probation, or voluntarily transfers to another location where the differential is not authorized. Time spent on SDI does not count as a qualifying pay period.

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

- C. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on a total number of hours worked within the monthly pay period.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. It is understood by SEIU Local 1000 that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such

payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

F. Classifications which are eligible for this differential include:

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

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

11.22.1 Institutional Worker Supervision Pay Differential (Unit 1)

- A. Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred seventy-three (173) hours a pay period shall, subject to the approval of the DPA, receive a pay differential of three hundred twenty-five dollars (\$325) per qualifying pay period. This differential shall be called Institutional Worker Supervision Pay (IWSP).
- B. The pay differential shall not be subject to CalPERS deductions for either the employee or the State.
- C. The pay differential shall be pro-rated for less than full-time employees.
- D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump sum vacation, sick and excess hours due to fluctuating work schedules.
- E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.
- F. To implement the change from AR40 to the IWSP differential, a red circle rate will be authorized where the employee's IWSP differential is greater than the employee's base salary plus IWSP. The red circle rate will equal the difference between the two described pay levels. The red circle rate concept shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR40.

11.22.4 Institutional Worker Supervision Pay Differential (Unit 4)

- A. Effective January 1, 1994, Bargaining Unit 4 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred seventy-three (173) hours a pay period shall, subject to the approval of the DPA, receive a pay differential of one hundred ninety dollars (\$190) per qualifying pay period.
- B. The pay differential shall be subject to CalPERS deductions for the purpose of retirement contributions.
- C. The pay differential shall be pro rated for less than full-time employees.
- D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump-sum vacation, sick leave, and excess hours due to fluctuating work schedules.
- E. Upon promotion to a higher classification in State service, an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus Supervision of Inmates/Wards/Resident Workers Pay Differential rate) to compute the appointment rate.

11.22.15 Institutional Worker Supervision Pay Differential (Unit 15)

- A. Bargaining Unit 15 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred seventy-three (173) hours a pay period shall be subject to the approval of the DPA, receive a pay differential of one hundred ninety dollars (\$190) per qualifying pay period.

- B. Effective January 1, 2002, the pay differential shall be subject to CalPERS deductions for the purpose of retirement contributions.
- C. The pay differential shall be pro rated for less than full-time employees.
- D. The pay differential shall be only included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump-sum vacation, sick and extra leave benefits.
- E. Upon promotion to a higher classification in State service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.

11.23.1 Out-of-State Pay Differential (Unit 1)

- A. Employees who are headquartered out of State or who are on permanent assignment to travel at least fifty percent (50%) of the time out of State shall continue to receive an out-of-State pay differential of three hundred forty-six dollars (\$346) per month.
- B. Less than full-time employees shall receive the out-of-State pay differential on a pro rata basis based upon their reduced time base.

11.23.4 Out-of-State Pay Differential (Unit 4)

- A. Employees who are headquartered out of state shall receive an out-of-state pay differential of three hundred forty-six dollars (\$346) per month.
- B. Less than full-time employees shall receive the differential on a pro rata basis, based on their reduced time base.

11.23.11 Out-of-State Pay Differential (Unit 11)

Employees in the classifications listed below, who are out of state on a long-term assignment, shall receive an out-of-State pay differential as follows:

SCHEMATIC CODE	CLASS CODE	TITLE	PAY DIFFERENTIAL
GY10	3390	Assistant Steel Inspector	\$465 per month
HB40	3462	Electrical Construction Inspector	\$465 per month
UA40	8025	Disaster Assistant Programs Specialist I	\$465 per month
UA45	8030	Disaster Assistant Programs Specialist II	\$465 per month
UC30	8079	Disaster Assistant Programs Specialist II	\$465 per month
HB70	3468	Mechanical Construction Inspector	\$465 per month
GY20	3389	Structural Steel Inspector (Non-Destructive Testing)	\$465 per month
GX90	3387	Associate Steel Inspector	\$465 per month
HB30	3461	Electrical Construction Supervisor I	\$465 per month
HB60	3466	Mechanical Construction Supervisor I	\$465 per month
HA60	3449	Construction Inspector	\$465 per month
HA50	3443	Construction Supervisor I	\$465 per month
GP30	3043	Water Resources Technician II	\$465 per month
GP20	3042	Water Resources Engineering Associate	\$465 per month

11.24.1 Bay Area Recruitment and Retention Pay Differential (Unit 1)

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

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

Eligible Counties:

- Alameda
- San Francisco
- San Mateo
- Santa Clara

Eligible Classifications

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

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

11.25.1 Personnel and Payroll Specialist: Recruitment & Retention Differential (Unit 1)

Personnel and Payroll Specialists and Senior Personnel and Payroll Specialists who are performing duties outlined in the class specifications and employed for twelve (12) consecutive qualifying pay periods after January 1, 2001, shall be eligible for a recruitment and retention differential of two thousand four hundred dollars (\$2,400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

- A. If an employee terminates, transfers or is discharged, prior to completing the twelve (12) consecutive pay periods, there will be no prorated payment for those months.
- B. If an employee promotes out of the Personnel and Payroll Specialist classification series they will be eligible for a pro rata share for those months.
- C. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. For the purpose of this section, movement to Staff Services Analyst will be considered a promotion.

11.26.1 Arduous Duty Differential for FLSA Exempt Employees (Unit 1)

A. The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to Work Week Group's E and SE when there is no other way to recognize the performance of additional duties and responsibilities which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property). Requests for arduous pay shall be made to the DPA on a case-by-case basis by the employing department. The DPA shall evaluate said requests based on whether it satisfies all of the following:

- 1. Nonnegotiable Deadline or Extreme Urgency
The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.
- 2. Work Exceeds Normal Work Hours and Normal Productivity
The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment. Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

3. Work is Unavoidable
The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.
 4. Work Involves Extremely Heavy Workload
The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than twelve (12) to fourteen (14) days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.
 5. No Other Compensation
The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work. DPA decisions to deny arduous pay shall not be subject to the grievance or arbitration provisions of this Contract.
- B. The differentials shall be three hundred dollars (\$300) per workweek, up to one thousand two hundred dollars (\$1200) total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends. An employee may be paid: three hundred dollars (\$300), six hundred dollars (\$600), nine hundred dollars (\$900) or one thousand two hundred (\$1200) per pay period.

11.27.1 California State Lottery (CSL) Sales Incentive Bonus (Unit 1)

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

Additionally, the CSL reserves the right to evaluate the efficiency and effectiveness of new gaming methods, techniques, equipment and software, as well as new gaming products and sales aids, through tests or pilot programs. The time duration for the tests and/or pilot programs may vary. Pilots/tests shall be implemented at the beginning of a quarter unless a budgetary or legal reason exists in which case the pilot/test may be implemented mid-quarter. The CSL will meet and discuss the impact of a test prior to implementation, upon Union request.

Employees appointed to the CSL classifications of District Sales Representative (DSR) and Key Accounts Specialist (KAS) are eligible to receive a sales bonus based on achievement of sales in the following three (3) product lines: Scratchers products; On-Line products; and a Target Game which shall be designated by the Director or designee.

The following provisions shall govern the program:

- A. Prior to the beginning of each new quarter, the CSL Director or designee shall announce a statewide sales goal for each of the three (3) product lines identified above. Individual achievement of quarterly sales goals for each territory or account list is measured against the established quarterly CSL statewide sales goal for each of the three (3) product lines. The sales bonus for eligible employees is based on sales achievement in each of the three (3) product lines. Scratchers product sales are defined as only those ticket packs that have been financially settled by retailers.
- B. The CSL Sales Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales. The "market share" of each sales area is the percentage contribution of the territory or account list to actual statewide sales during quarter ending one quarter prior to the goal quarter, also identified as the "quarter before last".

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

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

- D. "Target Game" is that game identified and designated by the Director (CSL) or designee to receive special promotional emphasis. Target Game sales shall be excluded from the goal and achievement of other product lines. If a Target Game is not designated, the Director or designee shall redirect the Target Game percentage to the other remaining product lines.
- E. If the CSL deems it necessary to adjust one or more of the bonus level percentages; it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.
- F. Bonus levels and corresponding dollar awards attributable to each level are listed below:

<u>Bonus Level</u> <u>% of Sales Goal Achieved</u>	<u>Level 1</u> <u>102%</u>	<u>Level 2</u> <u>105%</u>	<u>Level 3</u> <u>108%</u>	<u>Level 4</u> <u>112%</u>
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District Sales Representative (DSR)

(DSR) Maximum Bonus Award	\$1,100	\$1,600	\$2,100	\$3,200
(70%) Scratcher Product	\$770	\$1,120	\$1,470	\$2,240
(20%) Target Game	\$220	\$320	\$420	\$640
(10%) On-Line Product	\$110	\$160	\$210	\$320

Key Account Specialist (KAS)

Maximum Bonus Award	\$1,600	\$2,100	\$2,850	\$3,950
(70%) Scratcher Product	\$1,120	\$1,470	\$1,995	\$2,765
(20%) Target Game	\$320	\$420	\$570	\$790
(10%) On-Line Product	\$160	\$210	\$285	\$395

- G. Each eligible employee described in subsections G(2) through G(8) shall be required to work a qualifying period to be eligible for bonus.
 1. A qualifying period is defined as actually working in a territory or actually working an assigned account list a minimum of sixty-five percent (65%) of actual available work days in a thirteen (13) week quarter excluding holidays and weekends.
Formula: Thirteen (13) weeks (91 days) less weekends (26 days) times eight (8) hours a day less holiday hours times sixty-five percent (65%) equals a qualifying period.
Example: A qualifying period in a quarter with no holidays equals sixty-five (65) days; a qualifying period in a quarter with one holiday equals sixty-four (64) days.
 2. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.
 3. An intermittent employee who works a qualifying period and who works in a single territory during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.
 4. An intermittent employee who works a qualifying period and who works in more than one territory in a single district during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter.
 5. An intermittent employee who works a qualifying period and who works in more than one territory and in more than one district in either the North or South region during the quarter is eligible for the appropriate level bonus achieved by that region during that quarter.
 6. An intermittent employee who works a qualifying period and who works in more than one territory in both the North and South regions during the quarter is eligible for the appropriate level bonus achieved by the State during that quarter.
 7. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product line during the quarter is eligible to receive a percentage of the bonus dollar amount for that level consistent with the time base. The qualifying period as defined in subsection H(1) is prorated to the time base.
 8. An employee appointed to a limited-term or retired annuitant position of DSR or KAS shall be eligible to participate in this program consistent with the criteria established for full-time or intermittent employees.
- H. Bonus payments shall be made within sixty (60) days after the quarter ends.

- I. Bonus awards paid pursuant to this section are excluded from compensation for retirement purposes.
- J. Bonus awards paid pursuant to this section are considered compensation for taxation purposes.
- K. This section shall be grievable only to Step 2 of the grievance procedure (Director, CSL).

11.28.1 California State Lottery (CSL) Business Building Incentive (BBI) Program (Unit 1)

This provision is effective following ratification by both parties.

- A. The objective of the BBI program shall be to add new and viable Lottery retailer locations. A new retailer location is one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
- B. The Lottery Director or designee shall identify a "product game" that shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.
- C. The classifications of District Sales Representative (DSR) and Key Account Specialist (KAS) shall be eligible for the incentive award.
- D. For each new qualifying retailer location, the employee shall receive an incentive award of two hundred fifty dollars (\$250).
- E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer's qualifying period.
- F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.
- G. Program criteria: In addition to specific criteria for the BBI product game determined by the CSL Director or designee the following program criteria shall be met:
 - 1. A new retailer shall be one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
 - 2. A qualifying retailer shall be located within the employee's regularly assigned territory or on the employee's regularly assigned account list at the date of activation.
 - 3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.
 - 4. If the retailer location is re-assigned during a qualifying period from one DSR's regularly assigned territory to another DSR's regularly assigned territory or from one KAS's regularly assigned account list to another KAS's regularly assigned account list, or if the employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).
 - 5. Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.
- H. Terminal Malfunction: Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or "the G-Tech" line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days. Extensions shall be approved by the CSL Director or designee.
- I. Game Termination: A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a retail location meets the criteria established for the game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within one hundred twenty (120) days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice and an opportunity, upon request, to meet and discuss the impact of this action.

- J. The employee shall submit a discrepancy correction for a bona fide retailer within ninety (90) days of the retailer activation. Discrepancies not submitted within the stated period will not be eligible for bonus payment.
- K. Incentive awards paid pursuant to this agreement shall be considered compensation for taxation purposes.
- L. Incentive awards paid pursuant to this agreement shall be excluded from compensation for retirement purposes.
- M. The provisions of this agreement shall be grievable only through the department level of the grievance procedure (Director, CSL).

11.29.1 California Housing Loan Insurance Fund (CHLIF) Mortgage Insurance Profit Bonus (Unit 1)

- A. Eligible employees in these assignments will be entitled to a bonus not to exceed ten percent (10%) of their base salary based on the performance of the loans insured by California Housing Loan Insurance Fund (CHLIF) in the employee's assigned territory annually. The bonus will be based on maintaining a delinquency rate of less than one percent (1%). The delinquency rate is derived by dividing the number of CHLIF insured loans in the eligible employee's assignment that are delinquent for a period of ninety (90) days or more by the total number of CHLIF insured loans in the employee's assigned territory.
- B. If the delinquency rate for the year is not more than one-half percent (0.5%), the eligible employee will be entitled to the maximum bonus of ten percent (10%) of base salary. If the delinquency rate is more than one-half percent (0.5%) but less than one percent (1%), the employee will be entitled to a proportional bonus based on the difference between one percent (1%) and the actual delinquency rate, as a percentage of five percent (5%). For example, if the delinquency rate at the end of the year is 0.62 percent, the bonus percentage would be seventy-six percent (76%) of the maximum bonus payable, or 7.6 percent of base salary. It may be simpler to express this decimally, e.g., delinquency rate of 0.0062 subtracted from 0.01 equals 0.0038 divided by 0.05 equals 0.076 to be applied to the base salary.
- C. The following chart is illustrative of the delinquency and claims bonus structure based on five (5) even delinquency rates. In actuality, the bonuses will be based on the delinquency rate calculated to the nearest hundredth of one percent (0.0001), which translates to two-tenths of one percent (0.002) of annual salary per the formula.

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

- D. Criteria and Calculations for Customer Services, Product Development, Technical Services, and Underwriting Manager:
 1. Employees performing these functions will be eligible to receive a bonus not to exceed ten percent (10%) of their base salary based on the return on equity percentage which exceeds nine percent (9%), as a percentage of five percent (5%). The return on equity is based on the GAAP profit on the average fund equity for the twelve (12) calendar months. For example, if the return on equity at the end of the year is eleven percent (11%), the bonus would be forty percent (40%) of the maximum bonus payable, or four percent (4%) of salary (i.e., 11% minus 9% = 2%; 2% divided by 5% = 40% of the maximum bonus, or 0.04 of salary).
 2. The following chart is illustrative of the bonus structure for these employees. In actuality, the bonuses will be calculated to the nearest tenth of one percent (0.001) of salary.

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

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

11.30.1 Professional Certification Pay (Unit 1)

- A. Subject to the criteria listed in section B, a department may recommend to the DPA that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.
 - 1. The bonus shall consist of three thousand six hundred dollars (\$3,600) regardless of the number of certifications received and shall be paid in three (3) equal installments of one thousand two hundred (\$1,200) at intervals of twelve (12) qualifying pay periods. The first installment shall be paid in twelve (12) qualifying pay periods after the employee's request and the employer's verification.
 - 2. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.
 - 3. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.
- B. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to recommend the continuation of the bonus to DPA. In any case the bonus shall not exceed three thousand six hundred dollars (\$3,600).
- C. A Professional Competency Bonus shall not be considered "compensation" for the purpose of retirement.

11.31.4 Board of Equalization (BOE) Call Center Differential (Unit 4)

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

- A. Full-time employees in Unit 4 assigned to the Information Center/800 Number, Customer and Taxpayer Services Division.
- B. Full-time employees in Unit 4 assigned to the BOE District Offices performing taxpayer counter services.
- C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to their reduced time base.

11.32.4 California State Lottery (CSL) Call Center Differential (Unit 4)

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

11.33.4 Employment Development Department (EDD) Call Center Differential (Unit 4)

Effective January 1, 2002, in recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a one hundred dollar (\$100) differential per pay period to the following EDD employees in the Tax Branch and Unemployment Insurance Branch who perform at least fifty percent (50%) of their normal work duties in an automated call distribution center and/or public service counter involving response to the general public or customer client contacts relating to multiple programs and/or services of the department:

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

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

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

11.34.4 Department of Consumer Affairs (DCA) Call Center Differential (Unit 4)

Effective January 1, 2002, the State agrees to pay one hundred dollars (\$100) per month pay differential to Program Technicians I/II employees of the DCA who perform at least fifty percent (50%) of their normal duties in the following assigned tasks, in recognition of the complex workload and level and knowledge required to receive and respond to consumer calls:

- A. Full-time employees in Unit 4 assigned to the Information Center/800 Number, Consumer Information Center.
- B. Full-time employees in Unit 4 assigned to the Contractor's State License Board call center.
- C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to their reduced time base.

11.35.4 California Public Employees Retirement System (CalPERS) Call Center Differential (Unit 4)

In recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a one hundred dollar (\$100) differential per pay period to CalPERS employees at the full journey level of Benefit Program Specialist II and Benefit Specialist III who, at least fifty percent (50%) or more of their time, are assigned to call centers and public service counters to perform duties involving response to the general public or customer/client contacts relating to multiple programs and/or services of the department. Such payment is consistent with the agreement between the State and the Union signed November 17, 2000.

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

11.36.4 State Teachers' Retirement System (STRS) Call Center Differential (Unit 4)

The State agrees to pay a one hundred dollar (\$100) per month pay differential to the following employees of the STRS in recognition of the complex work and level of skill and knowledge required to receive and respond to 800- telephone line calls from STRS members contacting the Public Service Office.

- A. Full time employees in the Pension Program Representative classifications who perform the work described above at least fifty percent (50%) or more of their time.
- B. Part-time and intermittent employees performing the duties described above shall receive the differential on a pro rata basis.

11.37.4 Dictaphone Differential (Unit 4)

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

1. Employees in Ranges A, B and C shall receive seventy-four dollars (\$74) per month.
2. Employees in Range D shall receive ninety dollars (\$90) per month.

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

11.38.4 Calendaring Function Differential - California Unemployment Insurance Appeals Board (CUIAB) (Unit 4)

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

Criteria:

- A. All eligible full-time employees must be assigned sole responsibility for the hearing calendaring function.
- B. One employee per Field Operation's field office, per pay period, is eligible to receive this pay differential.
- C. An employee is eligible to receive this pay differential if he/she performs the hearing calendaring function for eleven (11) or more calendar days per pay period.
- D. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

11.39.4 Hearing Reporters and Scopists – California Public Utilities Commission (PUC) (Unit 4)

Effective January 1, 2002, Hearing Reporters, in addition to their base salary, will receive three dollars and twenty-five cents (\$3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required. Hearing Reporters, in addition to their base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reporter as required which may include completing final transcript and electronic (or otherwise) delivery thereof. A qualified Hearing Reporter, in addition to their base salary, will receive one dollar (\$1.00) per page for setting up and reporting a "realtime" hearing. If more than one reporter works on a hearing, their collective page total shall not exceed the total pages for that hearing.

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

A "daily transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested be delivered (in hard copy or electronic form) the same day that the hearing has occurred. An "expedited transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested to be delivered (in hard copy or electronic form) within seven (7) calendar days of the hearing. A "realtime transcript" is a transcript of a hearing that will be delivered to the presiding officer or a party contemporaneously via a Computer Assisted Transcription (CAT) system.

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

11.40.11 Operational Availability Incentive Program – DWR (Unit 11)

- A. The DWR has established a compensated time off (CTO) bonus as an incentive for Unit 11 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.
 - 1. On January 1 of each year, DWR will establish the operational availability goals (benchmarks) for each field division to be achieved by December 31 of that year. Operational availability goals for enumerated Bargaining Unit 11 classifications within each Operations and Maintenance Field Division will be based on the operational availability of that field division and eligible employees assigned to the Operations and Maintenance Headquarters shall be based on the goals achieved in the five (5) field divisions.
 - 2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice the Union of the possible adjustment to the operational availability goals.
- B. Employee Eligibility
 - 1. Must be an employee in a Bargaining Unit 11 classification utilized by the Division of Operations and Maintenance; and
 - 2. The Operations and Maintenance Organizational Unit to which the employee is assigned meets its Operational Availability goal by December 31 of each year;

3. The employee has been assigned to that organizational unit in an eligible classification during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;
 4. The employee is assigned to Division of Operations and Maintenance either in a field division or headquarters position on December 31;
 5. The employee has worked in such assignment at least one full calendar month.
- C. The Operational Goals may be set at two levels: Initial Operational Availability Goal and Second Operational Availability Goal.
1. From January 1 each year through December 31 of that year, every eligible field division employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 31.
 2. From January 1 each year through December 31 of that year, every eligible field division employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met.
 3. Division of Operations and Maintenance headquarters eligible employees may receive up to eighty (80) hours of CTO bonus per calendar year based on the increases achieved in the five (5) field divisions.
 4. All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 31 shall receive the Operational Availability Incentive bonus for that field division or headquarters location.
 5. Eligible employees shall not receive more than eighty (80) hours of Operational Availability Incentive bonus per calendar year.
- D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees. Usage of CTO shall be in accordance with section 19.2(C), (D), (E) and (G) of this Contract.
- E. At the employer's option, for all Bargaining Unit 11, Division of Operations and Maintenance employees who are eligible for the Operational Availability Incentive bonus, Operational Availability Incentive Bonus CTO hours in excess of twenty (20) hours on the books may be cashed out on June 30 of every fiscal year.
- F. This article is not subject to article 6.

11.41.11 Commercial Driver's License Differential (Unit 11)

- A. Caltrans and DWR
Full-time, part-time or limited-term employees assigned to a Caltrans or DWR position requiring regular operation of vehicles which require a Class A or B Commercial Driver's License (CDL) shall receive a differential of one hundred fifty-five dollars (\$155) for each qualifying pay period in which they are subject to performing these duties.
- B. Department of Fish and Game (DFG)
1. The DFG shall pay a differential of one hundred fifty-five dollars (\$155) for each qualifying pay period to employees holding a Class A or B Commercial Driver's License (CDL) who:
 - a. Are full-time employees, and
 - b. Hold a Class A or B CDL, with appropriate endorsement(s) and medical examiner's certificate required by the DMV, and
 - c. Are assigned to a DFG-designated position requiring regular operation of vehicles for which a Class A or B CDL is required.
 2. The DFG shall annually identify the positions referenced in section B(1)(c) above and in so doing, will identify the appropriate CDL and endorsement(s) required for the position. Assignment of employees to these positions shall be at the department's discretion. Once positions have been designated, the positions shall not be undesignated prior to the next annual review unless there is a clear, articulable reduction in operational need such that the position would be rendered unnecessary. If DFG determines that a position should be undesignated outside the annual review process, the Union shall be notified and afforded an opportunity to discuss the action. Positions undesignated outside of the annual review process shall be subject to the formal grievance procedure. Otherwise the provisions of this subsection (B)(2) are neither grievable nor arbitrable.
 3. Employees shall be designated to receive this differential in the first qualifying pay period in which they have been assigned driving duty and will then be subject to the normal annual review process thereafter.

4. An employee whose required CDL and/or endorsement(s) is/are revoked or not renewed for any reason, or who is not operating vehicles satisfactorily, or who lacks the proper skill or qualifications to operate the subject vehicles at the worksite, may be subject to administrative transfer:
 - a. Out of the position within which the differential is paid, or
 - b. To a position not requiring the possession of a CDL, and will no longer be eligible for payment of the differential.
5. The Union recognizes that the differential will not be paid to incumbents in those classes in which the SPB specification identifies possession of a CDL as part of the minimum qualifications of the class.
6. Notwithstanding classification specifications, employees receiving the differential can be required to operate vehicles as deemed necessary by the department. This provision is neither grievable nor arbitrable.
7. Subject to all of the provisions in subsections B(1) through B(5), part-time employees, including seasonals shall be eligible for payment of the differential on a pro rata basis.

11.42.11 Water Treatment Plant Differential (Unit 11)

- A. Water Resources Technicians I and II employed at DWR water treatment plants, who are required by DWR to possess licenses and/or certificates pertaining to water treatment plant operation, shall receive a five percent (5%) differential. The differential shall be included when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.
- B. Water Resources Technicians I and II who are employed at DWR water treatment plants who are required by DWR to obtain a license and/or certificate pertaining to water treatment plant operation, and who successfully complete the examination for the same, shall be reimbursed for application, examination and renewal fees. Said employees shall be given a reasonable amount of time off work without loss of compensation to take licensing and/or certification examinations, provided the examination is on a scheduled work day and the employee gives his/her supervisor reasonable advance notice of the need to take time off.
- C. Water Resources Technicians I and II who are required to possess a license or certificate pertaining to water treatment plant operations who fail to obtain or maintain a license or certificate, may be voluntarily or involuntarily transferred into another position or classification.
- D. This section shall be subject to the grievance procedure up to and including the third level of review. It shall not be subject to arbitration.

11.43.11 Diving Pay (Unit 11)

- A. This section shall apply to Unit 11 employees who are certified to dive by an organization recognized by the State, and required to dive by their appointing authority.
- B. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of twelve dollars (\$12) per diving hour.
- C. New classifications may be approved for diving pay subject to agreement between the DPA and the Union.

11.44.11 Long Term Differential (Unit 11)

This applies to employees who otherwise qualify for long term per diem pursuant to article 12, Business and Travel Expenses. Employees receiving the differential provided for in this section shall not receive long term per diem.

- A. Employees who are assigned in writing to Long Term Assignments (LTA) for more than one year (365 days) at the outset of their assignment letter and who otherwise qualify for long term per diem shall receive monthly pay differential in lieu of long term per diem for meals and receipted lodging.
- B. To qualify for the LTA monthly differential, affected employees shall be required to submit receipts as proof that actual lodging expenses were incurred.
- C. The LTA monthly differential will be paid for a period starting the first day of the actual assignment and will end the last day of the assignment. The monthly differential shall be pro-rated for months in which the LTA begins or ends in the middle of the month.
- D. The LTA monthly differential shall be one thousand eight hundred dollars (\$1,800).
- E. Long Term Differential Pay shall not be added to the base pay for purposes of calculating such things as overtime.

- F. Long Term Differential Pay shall not be considered compensation for purposes of retirement contributions.

11.45.11 DNA Pay Differential – Department of Justice (DOJ) (Unit 11)

- A. The parties agree that Laboratory Technicians (Criminalistics) working in the Bureau of Forensic Services at the DOJ shall receive a three hundred dollar (\$300) per qualifying pay period differential if they meet the following criteria:
 - a. They are assigned to a DNA Laboratory or DNA Unit in the Bureau of Forensic Services and their principal duties include DNA analysis, method development, training, or oversight and review of DNA work; and,
 - b. They meet the DNA Advisory Board qualifications (education and experience) for a DNA analyst (casework or data bank) or technical leader.
- B. The differential shall be considered when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.
- C. Selection and removal from assignments that qualify for the DNA differential shall be at the discretion of the DOJ. Employees removed from said assignments will be given thirty (30) calendar days advance notice before the differential is discontinued, unless the change is initiated by the employee.

11.46.11 Pile Load Testing Differential (Unit 11)

Caltrans employees who are assigned to pile load testing activities shall receive an hourly differential of one dollar twenty-five cents (\$1.25) for every hour that they are engaged in pile load testing. For the purposes of this differential, employees are engaged in pile load testing whenever:

- A. They are assigned to pile load testing duties at a specific site, and
 - B. The pile load testing equipment is enroute to, at, or enroute from that pile load testing site.
- The differential stops for employees when they leave the pile testing crew during an actual pile load testing assignment for any reason.

11.47.11 Climbing Pay (Unit 11)

- A. Air Resources Board (ARB)
ARB employees who are required to climb using hands and feet to the sampling point of smoke stacks or storage tanks at a height of thirty (30) feet upward or more shall receive an hourly differential of ten dollars (\$10) per actual climbing hour. Said employees may be required to successfully complete training prescribed by ARB as a condition of employment in positions requiring climbing.
- B. Caltrans and DWR
Caltrans and DWR employees who are required to climb using climbing equipment, and employees of the same departments who are required to hold backup safety lines for climbers, shall receive an hourly differential of ten dollars (\$10) per actual climbing hour using climbing equipment or holding backup safety lines. Said employees may be required to successfully complete training prescribed by their respective departments as a condition of employment in positions requiring climbing or securing backup safety lines.
- C. Department of Conservation
Department of Conservation employees who are required to climb using climbing equipment to earthquake sensor attachment points shall receive an hourly differential of ten dollars (\$10) per actual climbing hour using climbing equipment.
- D. Employees who satisfy the criteria contained in section 11.47.11(A), (B), and (C) will receive a minimum of one hour of climbing pay for any amount of climbing during the first hour of each day. Additional time spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.
- E. The differential shall: (1) not be pro-rated; (2) not be subject to a qualifying pay period; (3) be applicable to all time bases and tenure; and (4) not be subject to PERS deduction.

11.48.11 Water Resources Technician II Differential (Unit 11)

- A. The following differentials shall be paid to Water Resources Technician IIs (WR Tech IIs) in the Department of Water Resources (DWR) who qualify under the criteria stated herein.
1. WR TECH IIs having sixty (60) months of WR TECH II tenure and are at the top step of the WR TECH II level shall receive a monthly salary differential of four hundred twenty-four dollars (\$424).
 2. WR TECH IIs have completed fifteen (15) semester or equivalent college units, as approved by DWR and who have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of four hundred twenty-four dollars (\$424). The fifteen (15) additional semester or equivalent units must be in a science, mathematics, or engineering curriculum of one of the college degrees referenced in subsection I below. College courses taken at a community college must be transferable to either a California State University or a University of California institution and fulfill course requirements for one of their degree programs referenced in section I.
 3. WR TECH IIs who hold a four (4) year college degree in a DWR approved field of study per subsection I and have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of six hundred thirty-six dollars (\$636).
 4. WR TECH IIs assigned to a DWR field assignment will receive a two hundred forty-one dollars (\$241) per month differential provided they have served for twenty-four (24) consecutive months in a DWR field assignment after having reached the top step of WR TECH II and have completed the eighty (80) hour course in Water Resources Engineering Technology. Management will schedule each eligible employee's attendance in the eighty (80) hour course in Water Resources Engineering Technology within twenty-four (24) months of their appointment to a DWR field assignment at the WR TECH II level. A DWR field assignment is defined as a permanent assignment to field work outside the office over fifty percent (50%) of the time.
- B. Counting base pay and Differentials 1 and 2, no WR TECH II may earn more than the top step of the salary of the Engineer, Water Resources, Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant to this section.
- C. Differentials 1(a), 1(b), and 1(c) "permanent" in that they shall apply to qualifying WR TECH II employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one of these three (3) differentials at any time.
- D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying WR TECH II remains assigned in a qualifying DWR field assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the DWR field assignment.
- E. A WR TECH II who previously received Differential 2 and lost it due to leaving the qualifying DWR field assignment will have the differential restored upon returning to a DWR field assignment, provided that the employee satisfies the differential's qualifications. Such employee returning to a DWR field assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A(2) again.
- F. Qualifying WR TECH IIs may receive both Differential 1(a or b or c) and Differential 2 simultaneously, subject to the limitations of item B above.
- G. Both Differential 1(a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.
- H. Differentials will be paid to qualifying employees retroactively to the pay period when they meet the qualifications. No differentials will be granted prior to the July 2002 pay period.
- I. WR Tech II Differential College Classes Differential A(1)(b).

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

WR Tech II Differential College Classes Differential A(1)(c)

- Biology
- Chemistry
- Computer Science

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

11.49.11 Transportation Engineering Technician Differential (Unit 11)

- A. The following differential shall be paid to Transportation Engineering Technicians (TET) in Caltrans who qualify under the criteria stated herein.
1. TETs having sixty (60) months of TET tenure and are at the top of TET, Range C level shall receive a monthly salary differential of four hundred twenty-four dollars (\$424).
 2. TETs having completed fifteen (15) semester or equivalent college units, as approved by CalTrans, that exceed the two (2) years of education of a curriculum beyond the twelfth (12th) grade required to meet the TET Minimum Qualifications and who have twelve (12) months tenure at the TET, Range C level, shall receive a monthly salary differential of four hundred twenty-four dollars (\$424). The fifteen (15) additional semester or equivalent units must be in a science, mathematics, or engineering curriculum college degrees referenced in section I.
 3. TETs who hold a four (4) year college degree in a CalTrans approved field of study per section I and have twelve (12) months tenure at the TET, Range C level, shall receive a monthly salary differential of six hundred thirty-six dollars (\$636).
 4. TET assigned to a Caltrans Construction assignment will receive a two hundred forty-one dollars (\$241) per month differential provided (a) they have served for twenty-four (24) consecutive months in a Construction field assignment after having reached the top step of TET, Range C and have completed the Construction Academy bootcamp per section J(a) and (b) they have completed any required classes, or they have obtained any required certifications in CalTrans' prescribed test methods necessary to perform their job duties.

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

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

- B. Counting base pay and Differentials 1 and 2, no TET may earn more than the top step of the salary of the Transportation Engineer (Civil), Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant this section.
- C. Differentials 1(a), 1(b) and 1(c) are "permanent" in that they shall apply to qualifying TET, Range C employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one of these three (3) differentials at any time.
- D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying TET, Range C remains assigned in a qualifying CalTrans Construction assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the CalTrans Construction assignment.
- E. A TET Range C who previously received Differential 2 and lost it due to leaving the qualifying CalTrans Construction assignment will have the differential restored upon returning to a CalTrans Construction assignment that the employee satisfies the differential's qualifications. Such employee returning to a CalTrans Construction assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A1 again.
- F. Qualifying TETs may receive both Differential 1 (a, or b, or c) and Differential 2 simultaneously, subject to the limitations of item B above.

- G. Both Differential 1 (a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.
- H. Differentials will be paid to qualifying employees retroactive to the pay period when they meet the qualifications. No differentials will be granted prior to the July 2002 pay period.
- I. TET Differential College Classes Differential A1(b)
The fifteen (15) additional semester units must be in the science, mathematics or engineering curriculum and be required for one of the college degrees referenced in differential A1(c).

TET Differential College Degrees Differential A1(c)

Chemistry
 Computer Science
 Constructing Management
 Engineering – Non-accredited College
 Engineering Science
 Engineering Technology
 Geological Science
 Geology
 Geoscience
 Landscape Architecture
 Mathematics
 Physical Science
 Physics

Construction Academy (“Bootcamp”)

<u>Module</u>	<u>Hours</u>
1) Organization	2.50
a) Contracts & Plans	1.00
b) How Caltrans builds projects	0.50
c) Construction roles & responsibilities	1.00
2) Reporting Contractor’s Activities	1.50
a) Importance of Complete & accurate diary	0.50
b) Correct method for thorough documentation	1.00
3) Materials	1.50
a) Resources & References	0.50
b) METS & RE responsibilities	0.50
c) Documentation	0.50
4) Progress Pay	10.00
a) Contract pay items	6.00
b) Materials on hand	1.50
c) Progress Pay	1.00
d) Extra work bills	1.50
5) Administration Issues	1.50
a) Communication Equipment	0.50
b) Time log & other equipment reports	0.25
c) Vehicle usage	0.75
6) Human Relations	3.00
a) Relationship with contractor	1.50
b) Public & media	0.50
c) Outside agencies	0.50
d) Ethics	0.25
e) Workplace violence	0.25

7) Environmental	3.00
a) Water pollution	1.50
b) Environmental issues & procedures	0.75
c) Archeological sites	0.75
8) Safety	3.00
a) Roles & responsibilities	1.00
b) Personal safety	0.50
c) Project safety	0.50
d) Public safety	0.25
e) Incident reporting	0.75
Total Construction Academy Hours	26.00

11.50.11 Phlebotmy Differential (Unit 11)

Unit 11 employees who are in the classifications of Laboratory Assistant, Correctional Facility or Senior Laboratory Assistant, Correctional Facility who are certified as Laboratory Technicians I or II and whose individual duty statement requires that they draw blood shall receive a differential of one hundred twenty-five dollars (\$125) a month to be administered in accordance with the Stipulated Grievance Settlement Agreement between SEIU Local 1000 and the State of California, CDCR.

11.51.14 Satellite Work Location Pay Differential (Unit 14)

Employees in the classifications of DPOI/II who are permanent employees, are permanently assigned and have a time base of three-quarter ($\frac{3}{4}$) or more shall receive a pro rated differential of one hundred fifty dollars (\$150) per month provided that all five (5) of the following criteria are met:

1. The incumbent is permanently assigned to a satellite work location or works independently in a one person shop, 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.

11.52.14 M1000 Skill Pay Differential (Unit 14)

The State and the Union agree that employees assigned to operate the Harris M1000 of the OSP will receive a skill pay differential of ten percent (10%) for the Web Offset Press Operator (WOPO) III, Second Pressperson and twenty percent (20%) for the WOPO IV, Lead Pressperson.

1. The rate of pay with differential shall be used to compute overtime compensation.
2. The rate of pay with differential shall be used to compute shift differential pay.
3. The rate of pay with differential shall be used to compute the level of compensation upon retirement.

11.53.14 Printers- State Compensation Insurance Fund (SCIF) - Skill Pay Differential (Unit 14)

The State and the Union agree that employees in the classification of Printer I, SCIF (Class Code 7442) will continue to receive a skill pay differential of eighty five cents (\$0.85) per hour for assignment to the operation of the Ryobi 3302M two (2) 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 on overtime, the skill pay differential will be paid in accordance with the overtime provision found in section 19.2. 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.

11.54.14 Printers I- State Compensation Insurance Fund (SCIF) - Skill Pay Differential (Unit 14)

The State and the Union agree that effective July 1, 1999, employees in the classification of Printer I, SCIF (Class Code 7442) will receive skill pay differential of eighty-five cents (\$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 19.2.

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.

11.55.14 Pay Differential-Sheetfed Offset Press Operator (SOPO) II (Unit 14)

- A. The State and the Union agree that incumbents in the SOPO II classification who are permanently assigned to operate envelope specialty presses more than fifty percent (50%) of their work time will receive a pay differential of two hundred fifty dollars (\$250) per month pro-rated according to time base.
- B. The parties agree that it is their intent, that persons receiving the SOPO II pay differential, shall not experience a loss in compensation upon movement to another class in State service. When determining the rate of pay for an employee that is receiving compensation under this pay differential, the employee shall move from their combined rate (base salary plus pay differential) not to exceed the maximum of the class, when computing the appointment rate upon movement to another classification.

11.56.17 Registered Nurse Lead Differential (Unit 17)

- A. Effective July 1, 1999, Registered Nurses (Range B or D), Registered Nurses (Correctional Facility) (Range B or D), and Registered Nurses (Forensic Facility) (Range B or D), designated "shift leads" and whose primary, regularly assigned duties by the State are to direct the work of other nursing employees on a shift for a qualifying pay period shall receive a differential of one hundred fifty dollars (\$150) per month.
- B. This lead differential shall not be considered as compensation for purposes of retirement contributions.
- C. The State shall not rotate nurses in and out of lead assignments nor arbitrarily reassign nurses receiving this differential to avoid paying this differential.

11.57.17 Educational Differential (Unit 17)

- A. Registered Nurses (Range B or D), Registered Nurses (Forensic Facility) (Range B or D), Registered Nurse (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists who successfully complete the equivalent of fifteen (15) qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of fifty dollars (\$50) per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential.
- B. Upon request of the employee, each department employing RN's (Range B or D), RN's (Forensic Facility) (Range B or D), RN's (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists shall make available to all current and new Unit 17 employees a copy of the lists of those courses which qualify for this differential.
- C. Only courses completed within the previous ten (10) years shall qualify towards educational differential.
- D. The education differential shall not be considered as "compensation" for purposes of retirement contributions.

- E. The State may add courses to the qualifying list at its discretion.
- F. See Appendix 1.17 for departmental Application procedures and for approved courses.

11.58.17 Arduous Pay Differential (Unit 17)

At the discretion of the appointing authority, Bargaining Unit 17 employees who are in classifications exempt from the Fair Labor Standards Act (FLSA) (i.e., workweek group designation E or SE), shall be eligible to receive the "FLSA Exempt Employee Differential for Extremely Arduous Work and Emergencies" when performing arduous work that exceeds the normal demands of State service employment and upon meeting the criteria included in the differential (Appendix 3.17). The provisions of this section shall not be grievable or arbitrable.

11.59.20 Licensed Vocational Nurse Recruitment and Retention, CDVA (Unit 20)

- A. Unit 20 Licensed Vocational Nurses (LVNs) in the CDVA Veterans Home who are employed for twelve (12) consecutive qualifying pay periods after January 1, 1989 shall be eligible for a recruitment and retention bonus of one thousand dollars (\$1,000), 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 the Veterans Home of California, there will be no pro rata payment for those months.
- 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 the Veterans Home 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 February 1, 1990.
- 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 to withdraw authorization for such differentials, and the amount of such payments rests solely with the State and that such decision is not grievable or arbitrable.

11.60.20 LVN Recruitment and Retention (Unit 20)

- A. Unit 20 LVNs not currently receiving a recruitment and retention differential, shall receive a recruitment and retention bonus of at least two hundred dollars (\$200) per month payable thirty (30) days following the ratification of this agreement.
- B. Part-time and intermittent employees shall receive a pro rata share of the recruitment and retention differential based on the total number of hours worked excluding overtime.
- C. This differential shall be considered compensation for retirement purposes for employees identified in A above.

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

11.61.20 Split Shift Differential (Unit 20)

DOE Unit 20 employees who regularly work split shifts shall receive a split shift pay differential maximum of seventy dollars (\$70) per pay period.

- A. A "regularly scheduled split shift" are those regularly assigned work hours established by the DOE.
- B. Employees shall be eligible to receive the split shift pay differential for each pay period they have worked the split shift for more than five (5) days.

During the summer recess (i.e., after the schools have closed and employees are sent home), sick leave, vacation, CTO, and holidays shall not be considered as time worked for the purposes of receiving the split shift differential.

11.62.20 Dental Assistant Registration Differential (Unit 20)

- A. All Dental Assistants classifications who have obtained their Registered Dental Assistant (RDA) certification from the State Department of Consumer Affairs (DCA) shall receive an additional one hundred dollars (\$100) per month upon submitting a copy of the certification to the department head or designee.
- B. All Dental Assistants classifications who have obtained Coronal Polishing Certification from the DCA shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- C. All Dental Assistants classifications who have obtained Ultra Sonic Scaling Certification from the DCA shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- D. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

11.63.20 Certified Nursing Assistant/EMT Pay Differential (Unit 20)

Upon DPA approval, certified Nursing Assistants with emergency medical technician (EMT) certification shall receive a pay differential of one hundred fifty dollars (\$150) per month.

11.64.21 Professional Development Incentive (Unit 21)

The State recognizes the importance of continuing professional development within the education community. To encourage employees to enhance their education expertise, Unit 21 employees shall be granted a professional development incentive of three hundred dollars (\$300). Employees are entitled to receive this incentive only once, and shall be subject to the following criteria:

- A. Employees must have completed at least six (6) hours of education study and/or research in order to enhance their professional capabilities.
- B. Eligibility must be verified and approved by the employee's departmental ERO/LRO. Verification will be submitted on a form provided by the State.

11.65.21 Arduous Pay Differential (Unit 21)

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWG E when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property.)

Requests for arduous pay shall be made to the DPA on a case-by-case basis by the employing department. The DPA shall evaluate said requests based on whether they satisfy all of the following.

1. **Nonnegotiable Deadline or Extreme Urgency**
The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.
2. **Work Exceeds Normal Work Hours and Normal Productivity**
The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment. Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a demand for and achievement of greater productivity or result.
3. **Work is Unavoidable**
The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.
4. **Work involves Extremely Heavy Workload**

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

5. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work. Department decisions not to submit arduous pay requests to the DPA, and DPA decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this agreement.

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

12.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (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 twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

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

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

Breakfast up to six dollars (\$6)

Lunch up to ten dollars (\$10)

Dinner up to eighteen dollars (\$18)

Incidentals up to six dollars (\$6) (Every full twenty-four [24] hours of travel)

Total up to forty dollars (\$40)

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 eighty-four dollars (\$84) plus applicable taxes.
 - b. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars (\$140) plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.
 2. State Sponsored Conferences or Conventions
For receipted lodging while attending State sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment:
Actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.
 3. Non-State Sponsored Conferences or Conventions
For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment:
Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from the DPA. The 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 fifty (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 two hundred dollars (\$200) per month.
- The employee on full long-term travel who is living at the long-term location may claim either:
- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of one thousand one hundred thirty dollars (\$1,130) per calendar month while on the long-term assignment, and actual expenses up to ten dollars (\$10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars (\$5) for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
 - Long-term subsistence rates of twenty-four dollars (\$24) for actual meals and incidentals and twenty-four dollars (\$24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four dollars (\$24) for actual meals or twenty-four dollars (\$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 twelve dollars (\$12) for actual meals and incidentals and twelve dollars (\$12) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars (\$12) for actual meals or twelve dollars (\$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 long term assignment (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 the 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. Effective July 1, 2006, 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 at the Federal Standard Mileage Rate (FSMR).
 - 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 – Effective July 1, 2006, 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 the FSMR, 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 fifty cents (\$.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 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 twenty-five dollars (\$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 twenty-five dollars (\$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 ten dollars (\$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 five dollars (\$5) or less.
 4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
 5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

12.2 Moving and Relocation Expenses (Excludes Unit 21)

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

12.2.21 Moving and Relocation (Unit 21)

Whenever a state employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in section 12.1, and in accordance with the existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees. The State will provide the employee with a full disclosure of moving costs reimbursement and amounts to be withheld within a reasonable time frame, prior to the move.

12.3 Parking Rates (Excludes Unit 17)

- A. For the term of this Contract, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than twenty dollars (\$20) per month above the current rate, charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.
- B. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.

12.3.17 Transportation Incentives and Parking Rates (Unit 17)

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars (\$65) per month. Employees who purchase public transit passes on their own shall be eligible for a seventy

five percent (75%) reimbursement up to a maximum of sixty-five dollars (\$65) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

- C. Employees riding in van pools shall be eligible for seventy five percent (75%) reimbursement of a monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the van pool rider reimbursement, the State shall provide one hundred dollars (\$100) per month to each State employee who is the primary van pool driver, and meets the eligibility criteria, and complies with program procedures as developed by the State for primary van pool drivers. This shall not be considered compensation for purposes of retirement. A van pool is defined as a group of seven (7) or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- D. Except for twenty-four (24) hour facilities of the CDCR, DMH, DDS, State Special Schools of the DOE and the Veteran's Homes in Barstow and Yountville and Chula Vista of the Department of Veterans Affairs (DVA), the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than twenty dollars (\$20) per month above the current rate charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, San Jose, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared for rates for covered parking.
- E. The State shall continue to offer a system to employees where parking fees may be paid with pre-tax dollars.
- F. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

12.4 Commute Program (Excludes Unit 17)

- A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars (\$65) per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five dollars (\$65) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.
- B. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the vanpool rider reimbursement, the State shall provide one hundred dollars (\$100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven (7) or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of sixty-five dollars (\$65) per month or in the case of the primary vanpool driver, the one hundred dollars (\$100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

12.5 Transportation Incentives (Excludes Unit 17 and 21)

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.
- C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

12.5.21 Transportation Incentives (Unit 21)

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

12.6.17 Alternate Transportation (Unit 17)

The State will determine the appropriate means of transportation when Unit 17 employees are required to travel in the performance of their job duties. The State shall authorize transportation that is different than what was determined to be appropriate, provided:

- A. The employee submits a written request to the department at least seventy-two (72) hours prior to the travel;
- B. The department approves the request;
- C. The employee waives any overtime credits that could result from the use of alternate transportation; and
- D. The employee will bear the difference of all expenses and time that may be incurred due to the use of alternate transportation.

12.7 State Owned Housing

A. Housing

Annually for the duration of this Contract, current rental rates for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

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

B. Utilities

Annually current utility charges for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

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

- C. Notwithstanding any of the above, the Department of Fish and Game (DFG) will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.
- D. The DFG is committed to improving the quality of State owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

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

E. Possessory Interest Taxes – DFG (Unit 11)

1. Reimbursement for Possessory Interest Taxes

The DFG will reimburse Unit 11 employees who occupy department-owned housing for their payment of possessory interest taxes, where assessed. Employees shall follow department procedures for filing claims for reimbursement. The department will not be responsible for any late charges or assessments incurred by the employees due to delinquent payment of the possessory interest taxes.

2. Working Condition Fringe Benefit Exception

- (a) This subsection E(2) shall apply to employees whose residency in State-owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.
- (b) Possessory interest reimbursement provided by the DFG shall not be reported to the SCO as income subject to taxation and other withholdings when an employee completes required forms and submits them to the DFG by the date management specifies. The DFG shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the department for this purpose.
- (c) Employees who had possessory interest reimbursements reported as income during calendar year 2000 shall upon request be reimbursed for the amount they lost because the working condition fringe benefit exception was not applied. Employee requests for reimbursement shall be made on a form provided by the DFG. Employee requests must be submitted to the DFG no later than June 30, 2002.
- (d) The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.

F. Possessory Interest Taxes

The parties agree to seek a determination from the IRS about whether State reimbursement of employee paid possessory interest taxes constitutes a taxable reimbursement for employees who live in State owned housing as a condition of employment. The parties shall abide by this determination.

12.8 Overtime Meal Benefits and Allowances - CDCR (Excludes Unit 17 and 21)

- A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) hours contiguous to such a work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D(2) below.
- B. Employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.
- C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.
- D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a

meal, the meal will constitute full and complete reimbursement. The employee may use the meal ticket as provided in 1 and 2 below:

1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90) day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2 below;
 2. Employees requesting reimbursement under this option will receive six dollars (\$6), regardless of the value assigned to the meal ticket by local management;
 3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the six dollars (\$6) reimbursement for overtime meal allowances earned.
- E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this article if there is no on-site employee facility which serves hot meals.

12.8.21 Overtime Meals - Work Week Group 2 (Unit 21)

When a BU 21, WWG 2 employee is required to work overtime, the employee may be furnished with a meal or provided an overtime meal allowance of up to eight dollars (\$8). Receipts may be required. To be eligible for the meal or the allowance, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled work day. No more than three (3) overtime meal allowances may be claimed during any twenty-four (24) hour period.

12.9 Overtime Meal Allowance (Excludes Unit 17 and 21)

- A. Up to eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of up to eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of up to eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.
- B. Except for Units 14 and 20 no overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

12.9.17 Overtime Meals (Unit 17)

- A. When a Unit 17 employee is required to work overtime, management will provide employees with a meal allowance, a meal ticket or a complete meal. Should management be unable to provide a complete meal, a meal allowance or ticket not to exceed eight dollars (\$8) will be provided. Upon request of either management or the Union a committee shall be activated, comprised of no more than three (3) Union members, to explore the feasibility of providing complete meals to employees required to work overtime.
- B. To be eligible for the overtime meal allowance, or ticket, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled workday. No more than three (3) overtime meals, allowances, tickets may be claimed during any twenty-four (24) hour period.
 1. Employees who are provided an overtime meal ticket shall receive the ticket on the day it is earned. The date and time issued shall be recorded on the overtime meal ticket.
 2. Employees who are provided an allowance/ticket may receive reimbursement for the receipt/ticket by attaching the receipt/ticket to a State Travel Expense Claim form. To receive reimbursement, receipt/tickets must be submitted within thirty (30) calendar days of the date the overtime meal was authorized.
- C. Overtime Meal Allowances – CDCR
 1. Overtime meals, allowances or tickets will be earned when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. If the employee is required to work for more extended periods of time, he/she shall earn an additional meal, allowance, or ticket for each additional six (6) hour period of assigned work. No more than three (3) overtime meals, allowances, or tickets will be claimed during any twenty-four (24) hour period.

2. Unit 17 employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket. The monetary value of each ticket, meal, or allowance shall be six dollars (\$6).
3. Employees who are on travel status, and are being reimbursed under the business and travel portion of this contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provision of this section.
4. The employee may use the meal ticket as provided in a and b below:
 - a. The employee chooses to use the assigned meal ticket at the employee's snack bar or dining room, using it within ninety (90) days of the date recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. The value of the ticket at the facilities' snack bar or cafeteria shall be six dollars (\$6) but may be higher after consultations between management and the local Unit 17 steward in order that the reimbursement is sufficient to purchase a complete hot meal. If the employee does not purchase a meal, he/she may follow the procedures as outlined in b below.
 - b. Employees issued meal tickets may receive reimbursement for the meal ticket by attaching the ticket(s) to a State Travel Expense Claim form and submitting it for payment within ninety (90) days of the issue date. Employees requesting reimbursement under this option will receive six dollars (\$6), regardless of the value assigned to the meal ticket by local management.
 - c. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the six dollars (\$6) reimbursement for each overtime meal allowances earned.

12.10 Damaged or Destroyed Personal Property (Excludes Unit 17 and 21)

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

12.10.17 Replacement of Damaged Personal Clothing and/or Articles (Unit 17)

- A. Unit 17 employees shall be reimbursed for personal clothing and/or articles which are damaged beyond repair during the course of an employee's workday. The State will not reimburse employees for damaged clothing and/or articles if the damage is caused by employee carelessness or negligence. Unit 17 employees shall exercise good judgment in the type and cost of personal clothing and articles worn while performing their duties. The State will provide reimbursement based on original receipts or current value. In both cases, depreciation will be considered in arriving at the reimbursement value of the clothing and/or articles.
- B. This provision shall also apply to items of personal equipment specifically required by the State for the performance of the job.

12.10.21 Damaged or Destroyed Personal Property (Unit 21)

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

12.11 Uniform Replacement Allowance (Excludes Unit 15 and 20)

- A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed four hundred fifty dollars (\$450) per year.

Claims for such reimbursement shall be paid in full to the employee within ninety (90) days of the submission of the receipt.

1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
 2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
 3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.
 4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.
 5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.
- B. Single Source Vendor
1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
 2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a pro rated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

12.11.15 Uniform Replacement Allowance (Unit 15)

- A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance of four hundred fifty dollars (\$450) per year.
1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
 2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to the section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
 3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.
 4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.
- E. Single Source Vendor
1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
 2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a pro-rated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.
- F. CDCR (Adult Programs)
- Effective July 1, 2006, the CDCR, shall provide Bargaining Unit 15 employees working in the department's adult programs who are required to wear uniforms and accessories with an annual uniform allowance of four hundred fifty dollars (\$450) per fiscal year. Employees in eligible classifications shall receive their annual uniform replacement allowance by September 1 of each fiscal year or no later than sixty (60) calendar days after the passage of the annual State budget.
1. The uniform for Correctional Supervising Cook/Cook Specialist I/II (CF) Baker I/II and Butcher II (CDCR) shall consist of the following items:
 - Shirt, tan, equivalent to Big Mac or Levi's, with department patch over the left breast pocket
 - Trousers, dark brown, equivalent to Big Mac or Levi's
 - Shoes - must be non-skid brown/black, leather uppers only, plain toe conservatively designed. No buckles or designs on or in leather of any sort. Leather must be of smooth texture. Heels are not to exceed one and one-half (1½) inches in height. Soles must be non-skid type and oil resistant. Military style shoes are acceptable, no cowboy boots or tennis/gym type shoes.
 - Jumpsuit, long/short sleeve solid brown in accordance with department specifications
 - Tan smock
 2. The following items are mandatory accessories:
 - 1 and 3/4" CDCR patch on solid brown cap with the department identification and classification (CSC/Cook Specialist I/II Baker I/II and Butcher II rocker)
 - 1 and 3/4" CDCR patch above the left breast pocket with the department identification
 - Belt, brown/black
 - 1 and 3/4" CDCR patch on the left breast on a brown color jacket or coat
 - Key ring holder
 - Whistle
 - Name tag
 3. The following items are non-mandatory accessories:
 - Alarm holder
 - Flashlight
 4. Within sixty (60) calendar days of appointment, new and eligible Bargaining Unit 15 employees, based on their appointment date or time base shall receive a pro rata amount. All new food service staff will be paid on a pro-rated basis by month through June 30 of each year [e.g. A new employee whose start date is December 30, will be provided with fifty percent (50%) of the full amount of uniform replacement allowance.]. The time an employee may have worked at another institution will count in determining an employee's eligibility for the uniform replacement allowance.
- G. CDCR, DJJ (Juvenile Programs) Uniforms-Food Services
1. Employees who work in the following positions are required wear uniforms in lieu of regular street clothing:
 - Correctional Supervising Cook

- Cook Specialist I and II
 - Baker I and II
 - Food Service Technician I and II
 - Butcher-Meat Cutter II
2. Effective July 1, 2006, the CDCR shall provide Bargaining Unit 15 employees working in the department's juvenile programs who are required by the State to wear uniforms and accessories an annual uniform replacement allowance of four hundred fifty dollars (\$450) per fiscal year. Eligible food service staff shall obtain their annual replacement uniform reimbursement by September 1 of each fiscal year or no later than sixty (60) calendar days after passage of the annual State budget.

Within sixty (60) calendar days of appointment, new and eligible Bargaining Unit 15 employees, based on their appointment date or time base, shall receive a pro rata amount. All new food service staff shall be paid on a prorated basis by month through June 30 of each year [e.g. A new employee whose start date is December 30, will be provided with fifty percent (50%) of the full amount of uniform replacement allowance]. The time an employee may have worked at another institution will count in determining an employee's eligibility for the uniform replacement allowance.

It is understood by the parties that the CDCR may be implementing a new design for uniforms worn by employees working in the juvenile programs of the department. Should this occur, the department shall notify SEIU Local 1000 prior to implementing the changes to the uniforms and offer the Union the opportunity to meet and confer over the impact of the changes. Unit 15 employees working in the department's juvenile programs will continue to wear their current uniforms until such time as the parties have completed this meet and confer process.

3. Uniforms shall include:
- a. Pants/Slacks: Dark brown equivalent to Ben Davis/Big Mac/Dickies; and/or it can be made of three (3) of the following fabric blends: 100% Dacron Polyester; 65/35 Dacron/Cotton blend, and/or 100% Cotton.
 - Pockets: The trousers shall be a modified uniform pattern, having a plain front with standard straight side pockets and two (2) back pockets.
 - b. Shirt-Long/Short Sleeve: Tan, in color equivalent to Ben Davis/Dickies/Big Mac; it can be made of anyone of the following three (3) fabric blends: 100% Dacron Polyester; 65/35 Dacron/Cotton blend, and/or 100% Cotton. Normal shirts tail for inside wear only. Must be button shirt.
 - Pockets of shirt: All shirts must contain two (2) pockets.
 - c. Caps: Shall be brown and tan or all brown baseball type. Material must be all cotton or a cotton/polyester blend. Seamless front, baseball-cap style with mesh back or cloth back round top with adjustable head size. The cap will be worn in bill-forward position only. Caps will be required to have authorized CDCR, DJJ Food Service patches sewn on the center front of all caps.
 - d. Shoes: Shoes must be brown or black leather uppers only, plain toe conservatively designed. No buckles and only have moderate designs on or in leather of any sort. Leather must be of smooth texture. Heels not to exceed one and one-half (1½) inches in height. Soles must be non-skid type and oil resistant. Military style shoes are acceptable, no cowboy boots or tennis/gym type shoes.
 - e. Jumpsuits (Long/Short Sleeve) (Optional): Jumpsuits material shall be a dark brown equivalent to Ben Davis/Big Mac/Dickies; and/or it can be made of the following fabric blends and weights: 100% Dacron Polyester; 65/35 Dacron/Cotton blend, and/or 100% Cotton. The jumpsuit must be a one-piece coverall with a collar, belt loops (optional). The jumpsuit must have the following: two (2) horizontal, plain-front breast pockets with zippered closures; breast pocket zippers; and two hip and front pockets.

The jumpsuit will have the standard CDCR-DJJ shoulder patches.

The jumpsuit will have a sewn-on cloth name plate which will be sewn centered above the right breast pocket. The cloth nameplate shall have gold lettering with a dark brown background. The nameplate shall be 1-inch tall by 5¼ inches long; with block-style lettering that is 5/8-inch to 3/4-inch tall. Lettering shall consist of the first initial of the first name, followed by a space, followed by the entire last name, and centered both top and bottom. The name shall not exceed six (6) inches in length.

- f. Jacket or Coat: Dark brown uniform type with authorized CDCR-DJJ Food Service patch on the left shoulder two (2) inches below the sleevehead seam.
- g. Patches: Authorized CDCR-DJJ Food Service patches will be worn on the left sleeves of all uniforms, jumpsuits, and shirts. The top patch to be two (2) inches below the sleevehead seam and in such a manner that a line bisecting the center of the patch shall be perpendicular to the ground when the garment is worn. To be sewn on garment with colorfast medium brown thread, not cross-stitched. The food managers will provide patches. Patches will also be sewn on the center front of all caps.
- h. Name Tags: Employees will only wear authorized name tags provided by the food manager.
 - Position or Job Titles: The lettering size of such title is to be 1/8-inch high. When placed on the nameplate, the grouping of the name and title shall be centered both top to bottom and side to side.
- i. Belts: Belts brown or black shall be worn on pants/slacks and jumpsuits.

H. DGS Uniforms

- 1. Uniform Shirts
The State shall provide eleven (11) required uniform shirts to janitors.
- 2. Uniform Pants
 - a. At worksites where uniform pants are not required, DGS shall provide seven (7) uniform pants upon the janitor's request. If provided, the employee shall be required to wear the uniform pants.
 - b. In worksites where uniform pants are required, DGS shall provide seven (7) uniform pants to janitors.
- 3. Uniform Replacement
In accordance with established procedures, where requested by a janitor, DGS shall replace or repair the required uniform if damaged in the line of duty through no fault of the employee.
- 4. Laundry Service
Laundry service shall be provided, however use of the laundry service will be at the janitor's option.

12.11.20 Uniform Replacement Allowance (Unit 20)

- A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed four hundred fifty dollars (\$450) per year.
 - 1. Uniform means outer garments, including shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
 - 2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
 - 3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.
 5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.
- B. Single Source Vendor
1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
 2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a pro rated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

12.12.11 Safety Footwear (Unit 11)

- A. Unit 11 "field" employees assigned to "field positions" shall be responsible for purchasing safety footwear if required (and not provided) by Caltrans and the DWR. For the purposes of this section, "field employees" are defined as full-time Unit 11 employees assigned to work outside of an office for an average of twenty-five percent (25%) of the time during the eighteen (18) month reimbursement period. "Field position" is defined as a position that encompasses work tasks that are performed outside of an office setting on more than an occasional basis. Typically, this includes on site tasks such as reviewing a contractor's operation, inspecting field conditions or work performed by contractors, field surveying, landscape review, materials testing, construction layout and staking, and maintenance.
- B. For the purposes of this section, safety footwear is defined as steel-toe boots/shoes, or a serviceable leather work shoe or boot that complies with the departments' written policy, if any, and which the department requires to be worn while carrying out the duties of the employee's position.
- C. The State shall reimburse full-time employees for the actual cost of safety footwear, not to exceed one hundred dollars (\$100) once every eighteen (18) months. Reimbursement will be made upon attainment of eligibility as defined above.
- D. Receipts may be required to verify the actual cost of the safety footwear.

12.13 Tools, Business Equipment, Materials and Supplies (Excludes Unit 17 and 21)

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees issued State provided items shall be held responsible for loss of and/or damage due to negligence.

12.13.17 Business Equipment, Materials and Supplies (Unit 17)

- A. The State shall provide all business equipment, reference materials, materials, and supplies deemed necessary by the State. Business equipment, materials, and supplies provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided business equipment, materials, and supplies shall be held responsible for the loss of and/or damage to those items other than that incurred as the result of normal use, wear, or through no fault of the employee.
- B. Unit 17 employees may request that specific business equipment, materials, and supplies be made available for their use in the job. It is the intent of the State to provide business equipment, materials, and supplies to enable the employees to perform assigned duties and responsibilities.

12.14 Professional Dues (Excludes Unit 17 and 21)

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to fifty dollars (\$50) per year for membership dues in job related professional societies or associations of the employee's choice, or for a job related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

12.14.21 Professional Dues (Unit 21)

In recognition of the professional nature of Unit 21 employees, each department, commission, board, or agency shall reimburse a Unit 21 employee for up to seventy-five dollars (\$75) per year for membership dues in job-related professional societies or associations.

12.15 Reimbursement of Fees (Excludes Unit 17 and 21)

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

12.15.21 Reimbursement of Fees (Unit 21)

The State agrees to reimburse Unit 21 employees up to a maximum of two hundred dollars (\$200) per year for credential and/or license renewal fees for one job related credential and/or license where such credential and/or license is issued by a State agency.

12.16.1 Aviation Consultants (Unit 1)

The Department of Transportation (DOT) agrees to continue its practice of:

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

12.17.1 PERS Auditor Affiliation (Unit 1)

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

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

12.18.1 Professional License Fees (Unit 1)

Employees in the classifications of Property Appraiser/Investigator (Office of Real Estate Appraisers) and Senior Property Appraiser/Investigator (Office of Real Estate Appraisers) shall be reimbursed in full upon certification of license renewal.

12.18.17 License Renewal Fees (Unit 17)

- A. The State agrees to reimburse all permanent full-time employees who are required by law to maintain a license as a condition of State employment for the actual cost of license renewal fees during the term of this Contract.

- B. Permanent part-time employees who are half time or more and who are required by law to maintain a license as a condition of State employment shall be reimbursed for the actual cost of license renewal fees on a prorated basis during the term of this contract.

12.18.20 License or Certificate Renewal Fees (Unit 20)

The State agrees to reimburse all permanent full-time employees who are required by law to maintain a license or certificate, and utilize such license or certificate in the course of their job duties while employed by the State of California, for the actual cost of license or certificate renewal fees in effect on July 2 of the current fiscal year. Permanent part-time and PI employees shall be reimbursed for fifty percent (50%) of the cost of such fees.

12.19.1 Actuary Dues – Department of Insurance (DOI) (Unit 1)

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

Classes:

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

12.20.11 Pest Control License (Unit 11)

- A. When a State agency determines that it is in the employer's best interest to require employees to acquire and maintain an Agricultural Pest Control License as defined in Food and Agriculture Code section 12201 et seq., the affected employees shall be so notified by their supervisors.
- B. The employer will reimburse employees for filing, examination and renewal fees associated with acquisition of the license provided:
 - a. The employee is authorized in advance to take the exam or renew the certificate and,
 - b. The employee successfully passes the required examination and is issued the license.

12.21.17 Nurse Practitioner Furnishing Number Renewal Fees (Unit 17)

If a department requires, in writing, that Nurse Practitioners write prescriptions, the State agrees to reimburse all permanent full-time Nurse Practitioners for the actual cost of the furnishing number renewal fees each year.

12.22.20 State Special Schools Field Trip Expenses (Unit 20)

The DOE shall reimburse employees, who are authorized to accompany students on field trips, for work related expenses. If an employee requests at least ten (10) working days in advance or upon notification, if less than ten (10) days of the field trip, the State shall provide a cash advance to cover the expected cost of expenses incurred for those special events. The employee shall be responsible to submit his/her work-related expenses for verification in a timely manner.

12.23.20 Laboratory Services and Deliveries (Unit 20)

Where the State requires a Unit 20 employee to pick up and/or deliver material further than a reasonable walking distance from the labs to which they are assigned, the State will: (1) provide a mode of transportation; or (2) provide mileage reimbursement in accordance with article 12, section 12.1 (Business and Travel Expenses) of this Contract.

12.24.21 Class A and/or Class B Commercial Driver's License (Unit 21)

Fee Reimbursements

- A. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1)

in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:

1. The employee is authorized at least ten (10) work days in advance by his/her supervisor to take the examination;
 2. The employee has a valid, current medical certification acceptable to the DMV.
 3. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
- B. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
- C. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
- D. Reimbursement for commercial driver's license fees paid by an employee will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

12.25.21 Class A and/or Class B Commercial Driver's License Medical Examinations (Unit 21)

The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.

The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

- A. The employee fails the first medical examination, or the certification submitted is not accepted by DMV;
- B. A second medical examination is authorized and conducted; and
- C. The second medical certification is accepted by DMV.

The State will not reimburse the employee for a second medical that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

ARTICLE 13 – CAREER DEVELOPMENT

13.1 Personnel and Evaluation Materials (Excludes Unit 17)

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work

location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.

- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation.

This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

13.1.17 Personnel and Evaluation Material (Unit 17)

- A. There shall be only one official personnel file (OPF) and one supervisory working file regarding each Unit 17 employees.
- B. An OPF shall be maintained at a location identified by each department head or designee.
- C. Information in an employee's supervisory and OPF shall be confidential and available for inspection only to the employee's immediate supervisor or other person(s) authorized by the department head or designee in connection with the proper administration of the department's affairs or supervision of the employee; except, however, that information in an OPF 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 and provided with said copy. OPF's shall contain an inspection log where any person reviewing the file shall sign and date the log, unless excluded by law.
- D. No rank-and-file shift lead shall be authorized access to a Unit 17 employee's files, except with prior written approval of the employee.
- E. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her OPF files without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee's signature shall not constitute agreement. A copy of the material shall be given to the employee upon request.
- F. A Unit 17 employee or his/her authorized representative(s) may review his/her files during regular office hours.
- G. Where the OPF is in location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee and/or his/her authorized representative at the employee's work location.
- H. The employee shall have the right to insert in his/her files reasonable supplementary material and/or a written response to any items in the files. Responses shall remain attached to the material it supplements for as long as the material remains in the file. Reasonable supplementary material includes, but is not limited to, letters of commendation, accolades, etc.

- I. Materials relating to an employee's performance included in the employee's OPF files shall be retained for a period of time specified by each department, except that at the written request of the employee, materials of a negative nature shall be purged after two (2) years if there has been no recurring behavior. 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 years period, except that, by mutual agreement between a department head or designee and an employee, adverse action material may be removed.
- J. As provided for in A above, supervisors may keep a working file on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. Supervisory working notes placed in a supervisory working file shall generally not be kept for a period longer than one year from the date it was placed in the file. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her representative and be provided a copy upon request.

13.2 Personal Performance Session (Excludes Unit 17 and 21)

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

13.2.17 Informal Performance Session (Unit 17)

- A. The State and SEIU Local 1000 encourage periodic informal performance discussions between Unit 17 employees and their supervisor to discuss work performance, job satisfaction, and work-related problems. Except when immediate action is necessary for health or safety reasons, such discussions shall be held in a private setting or sufficiently removed from the hearing range of other persons.
- B. The issuance of work instructions by a supervisor does not constitute an informal performance discussion. This section shall not be construed to limit, in any manner, a supervisor's right to issue work instructions.

13.3 Joint Apprenticeship Committee (Excludes Units 17 and 21)

- A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:
 - 1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
 - 2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
 - 3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards.
 - 4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
 - 5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during committee meetings.
- B. The State agrees to continue existing apprenticeship programs.
- C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for bargaining unit occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.
- D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the DIR, Division of Apprenticeship Standards, to attend any exploratory meeting.

13.4.1 Information Technology (IT) Apprenticeship Agency Linkage Agreement (Unit 1)

- A. The State and the Union agree to establish the IT Joint Apprenticeship and Training Committee (Committee) in accordance with section 13.3, Joint Apprenticeship Committee, upon completion of the Unit 1 IT classification specifications.
- B. The Committee will develop the apprenticeship standards, functions and responsibilities to establish an organized, planned system of statewide IT apprenticeships in support of Unit 1 IT classifications.
- C. The Committee shall be comprised of three (3) Union and three (3) management representatives and one Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards. The Committee will be co-chaired by one Union and one State representative. The Committee will convene no later than sixty (60) days after completion of the IT specifications, and adoption of the classes by the SPB.

13.5.14 Apprenticeship Program – Bargaining Unit 14 Printing and Allied Trades/Joint Apprenticeship Committee (Unit 14)

- A. The State and the Union support the establishment and operation of apprenticeship programs, administered and formed pursuant to the Shelley-Maloney Apprentice Labor Standard Act of 1939, where deemed appropriate within Bargaining Unit 14.
- B. The Union shall be responsible for identifying school(s) certified in training printing trades that will agree to be utilized for the apprenticeship program. The school shall have expertise in the common printing processes and equipment used in the prepress, press and bindery operations. Once the Union has found school(s) willing to participate, the Joint Apprenticeship Committee (JAC) shall meet to explore the feasibility of using the school and the State's interest in creating an apprenticeship program for the printing trades.
- C. The JAC shall contain an equal number of representatives. The size of the JAC shall be ten (10) members, five (5) selected by the Union and five (5) State representatives in addition to an Apprenticeship Consultant representing the Division of Apprenticeship Standards, DIR.
- D. The JAC may develop an apprenticeship program for any printing classifications. The classification of positions and the selection process shall be governed and administered in accordance with SBP and DPA rules and regulations and the Shelley-Maloney Apprentice Labor Standards Act of 1939.
- E. Union representatives who have been selected as JAC members shall serve with no loss of compensation when officially participating in JAC meetings or other assigned JAC activities.
- F. The JAC shall evaluate and discipline any employee participating in an apprenticeship program under the scope of the civil service rules and regulations.
- G. The JAC shall determine the training program for the classes used in the program.
- H. The State reserves all rights to have the final decision on the use of apprenticeships in the State programs where Unit 14 employees are utilized.
- I. The first JAC meeting shall be held within thirty (30) calendar days after the Union locates a school that will agree to be utilized for the apprenticeship program.

13.6 Performance Appraisal of Permanent Employees (Excludes Unit 17 and 21)

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.
- C. This section shall also apply to the exempt staff of the Special School of the DOE.

13.6.17 Performance Appraisal (Unit 17)

A performance appraisal is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of his/her duties. If an employee is not given an opportunity to perform on a particular element, the supervisor will note on the performance evaluation that the factor was not applicable, and the employee's evaluation shall not be negatively impacted. Employees shall not have their evaluation negatively impacted by their use of any leaves permitted under the terms of this Contract.

1. Performance evaluations are not considered as an independent step in the disciplinary process.
2. If there is no evaluation of record within one year prior to a scheduled wage increase, the employee's overall evaluation shall be: "meets expectations".

A. PROBATIONARY REPORTS

Probationary performance reports shall be completed at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. The final report may summarize the previously issued probationary performance reports.

B. ANNUAL PERFORMANCE APPRAISAL

Annual performance reports shall generally include information from the immediate twelve (12) months prior to the due date of the report, exclusive of the probationary rating period.

The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

While in the process of completing the probationary report or annual performance appraisal, the supervisor shall personally meet with the employee to review the appraisal or report, any notes, documents, or audits utilized in preparing the report. At the time an employee signs his/her annual appraisal, a copy will be provided to the employee. These reports, as a general rule, will be issued to the employee no later than thirty (30) days after the due date of the report.

Any performance evaluation conducted of an employee who is a participant in 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. Such absences shall not be included as excessive absences. 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.

Any Unit 17 employee may grieve the content of his/her annual performance appraisal through the third (DPA) step: (1) when he/she receives a substandard rating of the performance factors, or (2) when negative comments are inconsistent with the actual ratings received, or (3) when rating factors are not used and the narrative evaluation includes negative comments. DPA shall sustain the evaluation except where supported by substantial evidence to the contrary. When a grievance is granted on this subject, the annual performance appraisal will be modified to reflect the outcome of the grievance procedure and the original performance appraisal will be removed from the file.

13.6.21 Performance Appraisal of Permanent Employees (Unit 21)

- A. The performance appraisal system of each department may include an annual written performance appraisal and an individual development plan for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving.
- B. When a Unit 21 civil service employee receives substandard ratings in a majority of the performance factors, the employee may grieve the content of his/her performance appraisal through the third step of the grievance procedure which shall be the final step of appeal.
- C. When a department intends to establish a new performance appraisal system or make major modifications in their existing performance appraisal system, the Union will be notified and given the opportunity to meet and confer over the impact of the change(s) pursuant to article 24.1 (Entire Agreement).

13.7.1 Performance Standards (Unit 1)

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

1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.
 2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State shall meet and confer with the Union prior to implementing the new or revised standards.
- C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.
- D. Where a performance standard exists, the Union may review all data concerning all employees' production and error rates where such information is available.

13.7.4 Performance Standards (Unit 4)

- A. The employer shall, in developing performance standards, adhere to the following: employee performance standards shall be based upon valid work-related criteria, which insofar as practicable, include qualitative, as well as quantitative measures. Such standards shall reflect the amount of work which the average trained employee performing comparable duties can reasonably turn out in a day.
- B. Employee performance standards shall be established in accordance with the following guidelines:
1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and discuss on the proposed standards with the department.
 2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards.
 3. The State shall meet and confer with the Union prior to implementing the new or revised standards.
- C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.
- D. Where a performance standard exists, the Union may review data concerning all employees' production and error rates where such information is available.

13.7.17 Performance Appraisal of Nursing Practices (Unit 17)

When Unit 17 employees who provide hands-on-care receive a rating from a nonregistered nurse supervisor of "Improvement Needed" on their Individual Appraisal Summary for nursing practices, the rating will be reviewed by a supervising registered nurse designated by the department head or designee. This section is not to be construed as a limitation on supervisory personnel responsibility for the overall evaluation of employees.

13.8.14 Print 2 (Unit 14)

OSP "Print 2" shall not be used to document performance problems or form the basis of discipline for any Unit 14 employee.

13.9.14 Letters of Instruction (LOI)/Work Improvement Discussion (WID) (Unit 14)

- A. LOI/WID (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one year if there has been no recurring behavior, upon which the employee may request the removal of same. Upon request to the Appointing Authority or his/her designee, they shall be removed and destroyed, unless the employee requests the documents be returned to them for their own disposal.
- B. LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from date the investigation is completed.
- C. In cases where departmental staff are investigating an employee in a situation which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI/WID.

- D. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Employee Counseling Record, or Letters of Contact. These types of “minor” corrective memos are to be placed in the employee’s supervisory file, but not in the official personnel file.
- E. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in subsection D above. The rebuttal shall be submitted no later than thirty (30) days after issuance of the LOI/WID to the employee, unless mutually agreed by the Appointing Authority’s authorized representative and the employee or his/her representative. The rebuttal shall be attached to the applicable LOI/WID.

13.9.17 Letters of Instruction (LOI)/Work Improvement Discussions (WIDs) (Unit 17)

- A. LOI/WIDs (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one year if there has been no recurring behavior, upon which the employee may request the removal of the same. Upon request to the appointing authority of his/her designee, they shall be removed and destroyed, unless the employee requests the documents be returned to them for their own disposal.
- B. LOI/WIDs shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from date of discovery of the incident that forms the basis for the LOI/WID.
- C. In cases where departmental staff are investigating an employee in a situation which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.
- D. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Employee Counseling Record, Letters of Contact, or Expectations of Work Performance memos. These types of “minor” corrective memos are to be placed in the employee’s supervisory file, but not in the OPF.

13.10.1 Education and Training (Unit 1)

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make available at the work site its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training courses.
- C. Each State department shall be required to complete an annual Individual Development Plan (IDP) for each permanent full-time employee and for PI employees who work seven hundred fifty (750) hours or more annually.
- D. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile and threatening behavior.
- E. Employees may request training courses. Training requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.
- F. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.
- G. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job related seminars, conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.
- H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance as specified in the IDP, or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive his/her regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 2 shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:
 1. Tuition and/or registration fees.
 2. Cost of course-related books.

3. Transportation or mileage expenses.
4. Toll and parking fees.
5. Lodging and subsistence expenses.

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

- I. Reimbursement for the above expenses shall be in accordance with article 12 of this Contract.
- J. When assigning or approving an employee for career-related out-service training, the department may establish policies regarding (1) allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and (2) reimbursement for tuition and other necessary expenses. Except as established by the department, reimbursement should be for fifty percent (50%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.
- K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.
- L. To the extent practicable and within available training resources, the department shall arrange for counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes or other management initiated changes.
- M. Each department, upon request of an eligible employee as defined in the subsection concerning Class A and Class B Driver's Licenses, will make available any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination.

13.10.3 Education and Training (Unit 3)

- A. The State agrees to reimburse Unit 3 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:
 1. Tuition and/or registration fees;
 2. Cost of course-required books;
 3. Transportation or mileage expenses;
 4. Toll and parking fees;
 5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with article 12, section 12.1 of this Contract.
- B. If the State agrees with a Unit 3 employee's participation in nonrequired career-related training, the State may reimburse to employees for up to fifty percent (50%) of tuition, fees, and books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- C. Advance Application – An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.
- D. Incomplete Assignment
 1. General

An employee who does not satisfactorily complete an out-service assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.
 2. Exceptions

The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses:

 - a. At the convenience of the State provided that the training facility reports satisfactory performance by the employee during the assignment; or

- b. Because of death, prolonged illness, disability, or other event beyond the control of the employee.
- E. Employee Obligations and Agreement – An employee assigned to full-time out-service training shall agree in writing to reimburse the State within thirty (30) calendar days for tuition costs and other expenses paid to him/her by the State if, after completion of the training assignment, he/she does not continue employment in State service, of a period of six (6) months or twice the period of training, whichever is greater.
- F. New employees will, within a reasonable time after reporting to work, be given an orientation of the department.
- G. The DPA and the CDCR shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The CDCR shall cooperate in devising training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.
- H. The State and the Union recognize that certain benefits accrue to the State and Unit 3 employees through participation in professional job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints will support such activities as are of value to the State.
- I. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section J below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.
- J. When a Unit 3 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.
- K. Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.
- L. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.
- M. This section shall apply to Unit 3 civil service and exempt employees.

13.10.11 Education and Training (Unit 11)

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of employees through education and training activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make its training policies and, annually, its training course list available at work sites. Each department shall provide annually and upon request by the Union a copy of its training course list and its training budget as it appears in the Governor's Budget. Budgeted training funds shall not be used for training private sector contract employees who would do the work normally performed by bargaining unit employees.
- C. New employees to a department shall, within sixty (60) days after reporting to work, be given an orientation session by their supervisor or other departmental representative.
- D. Individual Development Plans (IDP)
 - 1. Each State department shall be required to complete an annual IDP for each permanent full-time employee and for PI employees who work seven hundred and fifty (750) hours or more annually.
 - 2. The State agrees to provide training opportunities and funding to fulfill the training courses on an employee's IDP when and subject to conditions agreed to between the employee and the employee's supervisor in the IDP.
 - 3. An employee's request for attendance at scheduled training courses agreed to in an IDP for that year shall not be unreasonably denied. Reasonable denial would include a reduction in the division or program training budget.
 - 4. When operational needs or emergencies preclude attendance at training courses agreed to in an employee's IDP, the employee shall, upon request, be approved to reschedule and attend the course based on what is convenient for the employee and operationally feasible for the State.

5. Nothing in this section shall be construed to prevent the State from requiring an employee to attend training.
- E. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related meetings, seminars, conferences and conventions.
- F. Training Categories/Definitions
1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.
 2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.
 3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.
 4. In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by the DPA; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.
 5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.
 6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job related, or career related training activity.
- G. Reimbursement for Job-Required Training Expenses
1. The State agrees to reimburse employees for expenses incurred as a result of job-required training consistent with the Business and Travel article of this Contract. When an employee's approved participation is identified as job-required by the appointing authority, the employee shall be fully reimbursed for tuition and other necessary expenses that include:
 - a. Tuition and/or registration fees;
 - b. Cost of course-required books and materials;
 - c. Transportation or mileage expenses;
 - d. Toll and parking fees;
 - e. Lodging and subsistence expenses.
 2. Employees who attend training and education courses required by the state shall be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. An employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours shall be considered work time and they will be compensated according to the employee's designated Work Week Group.
- H. Reimbursement for Job-Related Training Expenses
1. When participation in training is identified by the appointing authority as 'job-related', full reimbursement of approved training or education courses may be provided in accordance with the Business and Travel article of this Contract for tuition and other necessary expenses as outlined above for job-required training.
 2. Employees who attend 'job-related' training and education courses may be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. When job-related training occurs outside of normal working hours, an employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours may be considered work time and would be compensated according to the employee's designated Work Week Group.

- I. Career Related or Upward Mobility Training Expenses
 - 1. When participation in training is identified by the appointing authority as 'career-related' or as part of an upward mobility plan, the State will reimburse employees for up to fifty percent (50%) of course required books, tuition, materials and registration fees of approved training or educational courses.
 - 2. Normally the employee will attend the training on his or her own time.
- J. An employee who willfully or negligently fails to satisfactorily complete a training or education course (required or approved by the department) as specified by the training provider shall not be eligible for reimbursement of tuition and other necessary expenses, and shall return any advance payment received.
- K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses incurred, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee. Expenses subject to reimbursement pursuant to this subsection shall be limited to those that the employee would have otherwise been entitled to receive pursuant to this Contract.
- L. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.
- M. Each Department, upon request of an eligible employee as defined in the Class A and Class B Commercial Driver's License section of this Contract, will make available any public information prepared by the DMV covering the commercial driver's license examination.
- N. Each State department, through its annual training plan process, will provide employees training in handling hostile and threatening behavior where required for safety purposes.
- O. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.

13.10.21 Education and Training Required by Department (Unit 21)

- A. The State agrees to reimburse Unit 21 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;
 - 5. Lodging and subsistence expenses.
 Where applicable, reimbursement rates for the above expenses shall be in accordance with article 12, Section 12.1 of this contract.
- B. Advance Application – An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.
- C. Incomplete Assignment – (1) General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. (2) Exceptions. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability or other event beyond the control of the employee.
- D. No deduction from education leave balances. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section E below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.
- E. Required new or revised credential. When a Unit 21 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.

13.11.4 Upward Mobility and Training (Unit 4)

- A. The State agrees to reimburse Unit 4 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;
 - 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 4 employees shall be reimbursed in cash or CTO, in accordance with their workweek group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.
- C. If the State agrees with a Unit 4 employee's participation in non-required career-related training, the State may reimburse the employee for up to fifty percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career related training.
- E. With prior authorization by a department head or designee, the State may reimburse Unit 4 employees up to one hundred percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.
- F. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
 - 1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
 - 2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.
- G. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 4 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.
- H. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.
- I. The parties agree that training on rape prevention; sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety Committees.
- J. Each department shall develop and maintain a written upward mobility plan as specified in the SPB's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments.

Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the union with a copy. Upon

employee request, each department agrees to make available its plan and/or information regarding Upward Mobility Training for its Unit 4 employees.

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

13.11.14 Upward Mobility and Training (Unit 14)

- A. The State agrees to reimburse Unit 14 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;
 - 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 14 employees shall be reimbursed in cash or CTO, in accordance with their workweek group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.
- C. If the State agrees with a Unit 14 employee's participation in non-required career-related training, the State may reimburse the employee for up to fifty percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.
- E. With prior authorization by a department head or designee, the State may reimburse Unit 14 employees up to one hundred percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.
- F. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
 - 1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
 - 2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.
- G. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 14 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.
- H. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.
- I. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety Committees.
- J. Each department shall develop and maintain a written upward mobility plan as specified in the SPB's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines)

revised March 2000. Government Code section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments. Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the Union with a copy. Upon employee request, each department agrees to make available its plan and/or information regarding upward mobility training for its Unit 14 employees. Each department shall appoint an upward mobility program coordinator to coordinate, monitor and report the department's upward mobility program efforts.

- K. Requests for training will not be unreasonably denied.
- L. Travel advances, if requested, shall be provided in accordance with the Allowances and Reimbursement article of this contract.

13.11.15 Joint/Labor Management Committee on Upward Mobility and Career Development (Unit 15)

- A. The State and the Union agree to establish a Unit 15 Joint Labor/Management Committee on Upward Mobility and Career Development, in which career opportunities are developed and published.
- B. The Committee shall consist of twelve (12) members. Six (6) members shall be selected by the State, one each from the CDCR-Adult, CDCR-DJJ, DGS, DDS, DMH, and EDD. Six (6) members shall be selected by and represent SEIU Local 1000. In addition, the committee shall be co-chaired by one management and one labor representative. The function of the committee shall be as follows:
 - 1. Review each department's "Summary of Upward Mobility Report" which include annual goals that include the number of employees expected to progress from positions in low paying occupational groups to entry level technical, professional, and administrative classifications, and the timeframe within which this progress shall occur.
 - 2. Develop content for a Career Development resource document that includes (but is not limited to) the following items:
 - a. How to interview for a job
 - b. A map of the steps in getting a state job and a promotion
 - c. Identification of the levels and types of skills needed at different steps in the career ladder
 - d. Information on where to find the training and education to build your skills
 - e. Links to the career information on state agency internet sites
 - f. Templates and guidelines for writing resumes and preparing state applications
 - 3. Develop a training and development program to provide career advancement opportunities within the Bargaining Unit 15 classifications.
 - 4. Provide information on available apprenticeship or other training programs, including qualification criteria for acceptance into programs.
 - 5. Identify the minimum requirements of the various bridging classes that have been identified and develop appropriate training opportunity including cooperative arrangements with college programs.
 - 6. Develop and plan upward mobility examinations in conjunction with the SPB.
 - 7. Develop and initiate a candidate selection and evaluation process.
 - 8. Develop and initiate a mentoring and coaching plan to provide support, encouragement, guidance and resources.
- C. The committee shall meet no less than on a quarterly basis.
- D. The committee shall develop the scope, set the time-line, and prioritize the activities, etc. Union members on the committee shall be allowed a reasonable amount of time for committee activity without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

13.11.17 Registered Nurse Career Ladder (Unit 17)

No later than ninety (90) days following the ratification of this Agreement by both parties, a Joint Labor/Management Committee shall be established to review career opportunities and development of mechanisms for nurses to obtain upward mobility and satisfaction in State government. This could include Nurse Mentoring and other proactive programs. The committee shall consist of four (4) members designated by the Union and four (4) members designated by the State. Union members shall attend

committee meetings without loss of compensation. The committee shall review and analyze current career ladders and opportunities available to nurses.

The committee shall prepare a full written report with recommendations made to the Director of the DPA no later than January 1, 2008. If the parties agree and funds are available, joint recommendation may be implemented prior to the expiration of this Agreement.

13.12.14 Posting of Vacancies and Job Openings (Unit 14)

When the State decides to fill any Unit 14 vacancy or job opening, it shall be posted on every departmental job opportunity bulletin board and distributed to the worksite, where Unit 14 employees are utilized. Before filling a vacancy, the department will endeavor to post job openings at least fourteen (14), but not less than ten (10) calendar days prior to the final filing date.

13.12.17 Employment Opportunities (Unit 17)

Departments shall make employment opportunity information available to Unit 17 employees by posting such information on a bulletin board that is accessible to Unit 17 employees twenty-four (24) hours per day at institutions staffed on a seven (7) day/week, twenty-four (24) hour/day basis.

13.12.20 Employment Opportunities (Unit 20)

Departments shall make available employment opportunity information to Unit 20 employees. Such information shall be posted on a facility bulletin board and may be published in weekly bulletins.

13.12.21 Employment Opportunities (Unit 21)

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

13.13.11 Professional Certification or Registration (Unit 11)

- A. For purposes of this section "permanent" means that unit member has completed at least one full probationary period in a Bargaining Unit 11 represented classification and achieved permanent status in that classification.
- B. The State shall provide to a permanent Unit 11 employee application reimbursement and up to eight (8) hours CTO time at straight rate upon successful completion of a Professional License or Certification as listed. CTO is applicable only when the examination was taken on the employee's own time. The Professional License or Certification examinations are any of the following:
 - 1. Engineer-in-Training
 - 2. Engineer
 - 3. Land Surveyor-in Training
 - 4. Land Surveyor
 - 5. Landscape Architect Registration Examination (LARE)
 - 6. Structural Architect Registration
- C. The State shall reimburse permanent employee's renewal fees for Professional Licenses listed above.
- D. Notwithstanding any other section, the State shall reimburse permanent employees for engineering general review courses relative to the above professional license or certification examinations on a one-time basis only. Certificate-of-completion shall be required. Employees must receive prior approval from their supervisor, in accordance with each department's procedures, and be signed up to take the examination in order to receive review course reimbursement.
- E. Employees in remote areas (where review courses may be unavailable) will be reimbursed on a one-time basis only for either a correspondence course, video tape course, personal computer course, purchase of review course books or a specially designated course.
- F. State release time, during working hours, without loss of compensation will be provided for attendance at review courses. Transportation costs involved with review courses will not be reimbursed by the State.
- G. The State will pay a one-time bonus of five hundred dollars (\$500) to any permanent Unit 11 employee who attains any of the above applicable license or certification.

13.14.11 Special Certification Requirements – Caltrans (Unit 11)

- A. This section applies to incumbents and future Caltrans employees in the following classifications: Assistant and Associate Steel Inspector, Structural and Lead Structural Inspector, Non-Destructive testing as described below.
 - 1. Incumbent employees trained at State expense to become certified by the American Welding Society (AWS) at acceptable levels described below.
 - 2. Employees hired after November, 1998, who already possess an active AWS certification for welding inspection as part of the requirement for participating in the exam process.
 - 3. Employees trained and certified at Level II (limited) in Ultrasonic testing, radiographic testing, magnetic particle testing, and penetrate testing.
- B. The State will assume the cost of certifying incumbents and will pay costs for future re-certification for all employees in this series.
- C. Certification by the AWS may be obtained and is acceptable to the department at the following levels:
 - American Petroleum Institute, (API) 1103
 - American Society of Mechanical Engineers (ASME) Section 8 & 9.
 - AWS D1.1 Welding Code
 - AWS D1.5 Welding Bridge Welding
- D. No employees will be adversely affected for failure to become certified in one of these disciplines but will be provided administrative time off to participate in re-examination in order to maintain their certification.
- E. This section shall be subject to re-negotiation resulting from changes enacted by the American Welding Society or federal mandates affecting performance of these inspections.
- F. Employees obtaining these certifications will not be expected to perform the actual testing, but will be expected to ensure that the tests are performed in accordance with Code and contract specs.
- G. Employees holding any of the certificates in section (A)(2) shall receive a one-time bonus of five hundred dollars (\$500) for obtaining an American Welding Society certified welding inspection certification. Employees holding any of the certificates in section (A)(3) shall receive a one-time bonus of five hundred dollars (\$500). The most a single employee can receive is one thousand dollars (\$1,000) regardless of the number of certificates s/he receives.
- H. Employees hired after November 1998 will be required to maintain an AWS certification as part of their employment in their respective class.

13.15.1 EDD Determinations Scheduling Standard (Unit 1)

- A. For a mixed schedule, EDD will schedule no more than thirteen (13) interviews per day to each fully trained Employment Program Representative (EPR) who is assigned to do determinations full time. Of these interviews, EDD will schedule an average of eight (8) separations on a daily basis, but no more than forty (40) separations per week. If the EPR is assigned a full schedule, he/she will be assigned no more than sixteen (16) non-separation interviews or eighteen (18) multi-claimant interviews per day. For those employees working an alternate workweek or other than full time, the number of interviews will be pro rated and rounded to the nearest whole number.

In the event of a natural disaster, EDD will continue its practice of assigning staff disaster related determinations. These schedules are not subject to this agreement. In the event of a significant economic down turn, which results in a significant increase in determination workload, EDD will use all appropriate resources including but not limited to, PIs and overtime. EDD will notice SEIU Local 1000 of this change so that the parties may meet and confer on the impact.

- B. An EPR assigned a full determination schedule will not be assigned to establish overpayments.
- C. If an EPR has completed all scheduled workload, he/she will be assigned additional work, including unscheduled determinations, exception lists, appeals, and other adjudication work.
- D. An EPR will be provided two (2) hours per week to complete unfinished work if there is a backlog.
- E. EDD will provide, for employees assigned to a determination workload, at least two (2) hours per quarter of ongoing training on the determination process.
- F. An EPR will do quality determinations. A quality determination is one that includes gathering pertinent facts and applying them to reach a decision of eligibility or denial of benefits based on law, precedent, and policy.

13.15.11 Technician Rotation – Caltrans (Unit 11)

- A. Caltrans will implement and maintain a Transportation Engineering Technician (TET) Rotation Program as described in the published TET Rotation Program.
- B. Participation in the Rotation Program is voluntary for all permanent, full-time TETS in the large Districts (3, 4, 6, 7, 8, 10, 11, and 12).
- C. Headquarters Units will coordinate with districts to become involved. Management will consider requests of Headquarters technicians if assignments are available in adjacent districts that would not require a change in the employee's residence.
- D. Requests of employees in small districts (1, 2, 5, and 9) who desire an individual rotational program will be considered.
- E. The rotation program participation shall be voluntary by employees. To qualify to be involved in a rotation program, the TET:
 - 1. Must have permanent status as a TET (completed probation period); and
 - 2. Must demonstrate, if requested, a knowledge of algebra and trigonometry, and
 - 3. Must have been in present functional area for one year (time can be reduced on an individual basis).
- F. Once an employee is committed to participate he/she shall complete the rotational assignment unless a mutual agreement by management and the employee is reached to terminate rotation. The participant's request of an assignment at the end of rotation shall be considered, however, operational needs shall determine the employee's assignment at the time of completion.
- G. The rotation program will not exceed two (2) years from the date it is started except in unusual circumstances. Generally an assignment will be no less than three (3) months and no more than six (6) months. Assignments may be extended or reduced based on operational needs.
- H. The rotational training assignments will involve any three (3) of the following major engineering functional areas:
 - Construction, Design/Project Hydraulics, Maintenance, Material Lab, Transportation Planning and Environment.
- I. Each employee participating in the rotation program shall be assigned a Counselor for the purpose of jointly assessing program and the individual's progress on a periodic basis.

13.16.1 Employee Recognition and Morale Program - Franchise Tax Board (FTB) and Board of Equalization (BOE) (Unit 1)

- A. The FTB agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- B. The BOE agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- C. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed fifty dollars (\$50) per employee. Cash awards under this section are excluded from compensation for the purpose of retirement.
- D. Employee Peer Group Nominating Committee(s) will develop criteria for granting recognition consistent with the current guidelines. Any Unit 1 employee who volunteers to be on the committee will be selected to participate as a committee member.
- E. This section is subject to the complaint procedure of article 6 of this Contract.

13.17.1 Independent Research/Professional Papers (Unit 1)

- A. Upon prior approval of the department head or designee, the State may provide a Unit 1 employee up to forty (40) hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.
- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.

- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries.

This section is subject to the complaint procedures as specified in article 6, Grievance, Arbitration, and AWOL Procedures.

- D. Signature credit shall be given employees who author or co-author any independent research/professional papers research document.

13.18.15 Employee Group Meetings (Unit 15)

Supervisors shall conduct meetings at least once a month with Unit 15 employees to discuss work-related problems and/or State initiated changes which affect Unit 15 employees and other information which is pertinent to their work performance. Supervisors will accept suggestions from such employees on job improvements and submit the suggestions to their management for consideration.

13.18.17 Professional Practice Groups (PPG) (Unit 17)

- A. The purpose of professional practice groups is to provide an orderly process through which nurses' services may participate regularly as a group to:
 - 1. Establish, maintain and improve the standard of nursing practices;
 - 2. Function as a central group to assist in:
 - a. maintaining competence in nursing practices;
 - b. increasing the scope of practice of registered nurses by exposure to new skills, trends, and developments of practice within the profession; and
 - c. recognizing and accepting responsibility for recommending improvements to nursing practice;
 - 3. Participate actively in efforts to define and upgrade the standards of nursing practice, education, orientation, ethics, conduct, and achievement as required by the appropriate licensing board;
 - 4. Serve as a centralized group for receiving individual or group concerns pertaining to nursing and channeling this input for study, evaluation and consideration; and
 - 5. Improve communications between members of the profession, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in nursing practices such as a result of legislation, science or new applications and interpretation of existing laws.
- B. It is the intent of the State to support the establishment of PPG's on either a facility or regional basis. All Registered Nurses employed at a facility are members of the PPG. The size, composition, and frequency of meetings for registered nurse PPG's shall be determined by facility management, which may include multi-disciplinary PPG. Facilities which currently have multidisciplinary PPG's may continue their inter-disciplinary PPG's. These meetings shall be open. Subject to supervisory approval based on operational need and with reasonable advance notice, an employee shall be permitted to attend a PPG meeting. The process of selecting officers shall include an election of representative rank-and-file registered nurses and may also include direct appointments by management. Direct appointments by management may not exceed one-half (½) of the total officers. Prior approval of agendas may be required. Each PPG may elect officers, publish agendas in advance and distribute their minutes and notice of meetings only within the facility. Each professional practice group shall prepare minutes and provide a copy to management. Upon request, facility management may review the minutes prior to distribution.
- C. PPG's shall be able to use State facilities, clerical support and mail systems consistent with current practices, workload and other facility priorities. Registered Nurses participating in PPG shall suffer no loss of compensation and shall receive no overtime as a result of attendance at any PPG meeting or assignments made by a PPG.
- D. PPG's may submit recommendations to facility management. Management shall acknowledge the receipt of the recommendations and respond on a case by case basis as determined by management. It is understood by both parties that effective two-way communications improve morale and productivity.

- E. No PPG shall discuss any subject that falls within the mandatory or permissive scope of bargaining as it relates to wages, hours, working conditions, classification studies, or a subject of any grievance or complaint. PPG's may, however, provide suggestions to appropriate department management on improvements to in-service training, and the appropriateness of uniform requirements. PPG's are also appropriate forums to discuss issues such as appropriate trauma and crisis counseling for special situations, the need for hospice training where applicable and in accordance with job requirements. No Professional Practice Group communications, written or oral, may occur with any agency or organization other than the facility management without prior approval of the facility director or designee.
- F. The CDCR-DJJ shall support the formation of PPG's at all of its facilities.
- G. The CDCR shall support the establishment of PPG's using criteria in this provision as guidelines. A detailed agenda will be submitted to management for approval at least ten (10) days prior to any meeting. Employees shall not receive any overtime for attending this meeting.
- H. The CDVA shall support the establishment of PPG's at all of its facilities by October 2, 2002.
- I. The DHS shall support PPG's. PPG meetings shall be open.
- J. The DOE shall schedule at least one meeting during each year of this Agreement and the school year between representatives of the registered nurse staff of the two (2) schools for the deaf and the three (3) diagnostic schools. The department shall publish the meeting schedule by September 1 each year of this agreement. Unit 17 representatives will have at least thirty (30) days to submit agenda items. Additional meetings shall be scheduled at the department's discretion. For these meetings, representatives may be required to travel in conjunction with other staff during planned school activities and be required to use departmental designated accommodations and facilities. A detailed agenda will be submitted for approval to the department at least ten (10) work days prior to the meeting. Employees shall suffer no loss of compensation and shall receive no overtime compensation as a result of these meetings. If a representative's workweek cannot be modified due to operational needs, any weekend meeting shall be considered work time and compensated on an hour-for-hour basis.
- K. All departments that currently utilize PPG's shall reaffirm, in writing, and publish, the importance of the PPG and encourage Unit 17 employees to attend the meetings. The date, time, and location of the meetings shall be included in the notice. This information shall be provided to new employees during the formal orientation process.
- L. Subsections A and E of this section are not subject to the Grievance and Arbitration article.

13.18.20 Professional Practice Groups (PPG) (Unit 20)

- A. The purpose of PPGs is to provide an orderly process through which Unit 20 Level of Care (LOC) nursing staff may participate regularly as a part of a group to:
 - 1. Establish, maintain, and improve the standard of LOC nursing practices;
 - 2. Function as a central group to assist in:
 - a. maintaining competence in LOC nursing practices;
 - b. increasing the scope of practice of LOC nursing staff by exposure to new skills, trends, and developments of practice within the provisions; and,
 - c. recognizing and accepting responsibility for recommending improvements to LOC nursing practice;
 - 3. Participate actively in efforts to define and upgrade the standards of LOC nursing practice, education, orientation, ethics, conduct, and achievement as required by the appropriate licensing board;
 - 4. Serve as a centralized group for receiving individual or group concerns pertaining to health care delivery and channeling this input for study evaluation and consideration; and
 - 5. Improve communications between members of the professions, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in LOC nursing practices, such as a result of legislation, science, or new applications and interpretation of existing law.
- B. Each PPG may be limited to LOC nursing employees. The size, composition, and frequency of meetings shall be determined by facility management. These meetings shall be open and other employees may attend on their own time or on State time with his/her supervisor's approval. The selection process shall include an election of representative rank-and-file LOC nursing employees and may also include direct appointments by management. Direct appointments may not exceed one-

half (½) of the total membership of PPGs. Prior approval of agendas may be required. Each PPG may elect officers, publish agendas in advance, and distribute their minutes only within the facility. No bargaining unit officer or job steward may serve as an elected officer. Each PPG shall prepare minutes and provide a copy to management. Upon request, facility management may review the minutes and/or agenda prior to distribution.

- C. Professional Practice Groups shall be able to use State facilities, clerical support, and mail systems consistent with current practices, workload, and other facility priorities. Unit 20 LOC nursing employees participating in PPGs shall suffer no loss of compensation and shall receive no overtime as a result of attendance at any PPG meeting or assignments made by a PPG.
- D. PPGs may submit recommendations to facility management. Management shall acknowledge the receipt of the recommendations and respond on a case-by-case basis as determined by management. It is understood by both parties that effective two-way communications improve morale and productivity.
- E. No PPG shall discuss any subject that falls within the mandatory or permissive scope of bargaining as it relates to wages, hours, working conditions, classification studies, or a subject of any grievance or complaint. PPGs may, however, provide suggestions to appropriate department management on improvements to in-service training, and the appropriateness of uniform requirements. No PPG communications, written or oral, may occur with any agency or organization other than the facility management without prior approval of the facility director or designee.
- F. All departments that currently utilize PPGs shall reaffirm, in writing, the importance of the PPG and encourage Unit 20 LOC nursing employees to attend the meetings. The date, time, and location shall be provided to new employees during the formal orientation process.
- G. Subsections A and E of this section are not subject to the grievance and arbitration article.
- H. This section shall apply only to those departments or facilities (as appropriate) where there currently exists a multi-disciplinary LOC nursing PPG.

13.18.21 Professional Development Committees (Unit 21)

The purpose of professional development committees is to enhance professional development of Unit 21 employees through continuing education and training and improve professional standards through the review and revision of classification specifications.

Upon request of the Union and with the concurrence of the department head or designee, a professional development committee may be established according to the following guidelines:

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

13.19.15 State-Required Training (Unit 15)

- A. The State agrees to reimburse Unit 15 employees one hundred percent (100%) for expenses incurred as a result of completing training or education courses required by a department. Reimbursement shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with section 12.1 of this Contract.
- B. Unit 15 employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.
- C. Unit 15 employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.
- D. An employee shall receive reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

13.20.15 Career-Related Training (Unit 15)

- A. Upon completion of an authorized career-related training or education course, a department shall reimburse a Unit 15 employee for up to fifty percent (50%) of course required books and tuition. Unit 15 employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.
- B. The employee shall receive reimbursement for tuition and books 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 event.
- C. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 15 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.
- D. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been or are about to be changed substantially or eliminated by automation, technological changes or other management-initiated changes.
- E. By September 1 of each year each department shall provide the Union with a copy of its upward mobility policy. Thereafter, each department shall provide the Union with a copy when its upward mobility policy is changed.
- F. With prior authorization by a department head or designee, the State may reimburse and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

13.21.15 Orientation and Safety Training excluding CDCR (Unit 15)

- A. Departments shall provide on-the-job orientation for all Unit 15 employees on his/her first day of physical employment.
- B. Safety training shall be provided within the first month of employment. The intent is to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level and in a safe and efficient manner.

13.22.15 CDCR (Adult Programs) Training (Unit 15)

- A. The CDCR shall provide Unit 15 employees with forty (40) hours non-custody staff training in the In-Service Training (IST) units at their respective institutions. New Unit 15 employees shall be provided with this training within three (3) months of being hired. On the employee's first day of physical employment, on-the-job training will be given on "working in a correctional setting", which shall include Inmate/Staff Relations. Within the employee's first thirty (30) days of employment, the employee will be scheduled to attend "Non-custody" block training. Current Unit 15 employees shall attend training on an on-going basis in equitable ratio to other non-custody employees who have regular direct responsibility for supervising two (2) or more inmates. Attendance in IST training will be based on the availability of funds and space.
- B. Upon the Union's request, each institution shall provide annually to the Union the number of its Unit 15 employees who have completed forty (40) hours of training.
- C. The CDCR shall provide training in a variety of forums relative to job related topics. The following training components can be used to address the job related issues, but does not limit the department to use other available training resources as follows: (1) the Centralized Food Services Library; (2) Cook/Chill Training Handbook; (3) Food Services Handbook; (4) Inmate Supervision, Timekeeping and Disciplinary Procedures; (5) Use of Force Procedures; (6) Tool Control Inventory; (7) HACCP Training Manual; and (8) employee self protection training.
- D. Whenever the training program for Unit 15 employees is substantially revised, the Union will be notified and given an opportunity to discuss the changes.
- E. The Union may propose revisions to the training for Unit 15 employees to the Chief of Department Training who will consider this input and notify SEIU Local 1000 of his/her decision in writing within thirty (30) days.

- F. The CDCR shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, is unable to attend scheduled training, it shall not be noted in his/her annual performance evaluation.

13.23.15 CDCR, DJJ (Juvenile Programs) Training (Unit 15)

- A. All new Unit 15 employees will be provided with an orientation handbook and an orientation checklist.
- B. The CDCR, DJJ shall provide Unit 15 employees with forty (40) hours of mandated Support Academy Training at the Juvenile Justice Training Center or at a designated location within six (6) months of being hired. Attendance at the Academy will be based on a space available basis.
- C. The CDCR, DJJ shall provide training at each individual institution in a variety of forums relative to job-related topics. The following are examples of training that can be utilized to address the job-related topics but does not limit the department to utilize other available training components:
 - 1. Orientation of new staff;
 - 2. Crisis Intervention-Basic;
 - 3. Ward Grievance-DDMS;
 - 4. Infection Control;
 - 5. Institutional Security;
 - 6. Management of Assaultive Behavior-Basic;
 - 7. Sexual Harassment;
 - 8. Work Place Violence;
 - 9. Cook/Chill Procedures; and
 - 10. Hazardous Analysis Critical Control Point (HACCP) Procedures.
- D. The CDCR, DJJ shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, cannot attend the scheduled training, it will not reflect as a "needs improvement" or "unsatisfactory" on their annual evaluation.

13.24.17 Orientation (Unit 17)

- A. Departments will provide an on-the-job orientation for all Unit 17 employees hired after the effective date of this Contract. The orientation will take place within thirty (30) days of employment.
- B. Through the PPG's, Unit 17 employees may provide recommendations for content of the orientation program provided to nursing staff.

13.25.17 Mandatory Training (Unit 17)

- A. Unit 17 employees who are approved by the State to attend training courses required by the department shall be granted time off without loss of compensation when the course is attended during the affected employee's scheduled work hours. If attendance at such courses is required by the department during an employee's off duty hours, such attendance shall be considered time worked.
- B. Continuing education necessary for professional licensing shall not be considered mandatory training for purposes of this section unless a specified course required by the department incidentally meets the continuing education requirements. Nothing in this section shall relieve employees of any requirement to maintain professional licenses, certificates, registrations, etc.
- C. Upon satisfactory completion of mandatory training, the State agrees to reimburse Unit 17 employees for the expenses incurred. Reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Toll and parking fees in accordance with article 12 (Allowances and Reimbursements), section 12.1 (Business and Travel Expense);
 - 4. Transportation or mileage expenses from the employee's headquarters in accordance with article 12, section 12.1;
 - 5. Lodging and subsistence expenses in accordance with article 12, section 12.1.
- D. The departments shall establish reasonable policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

13.26.17 Non-Mandatory Training (Unit 17)

- A. For purposes of this section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department head or designee, the State may reimburse Unit 17 employees for up to one hundred percent (100%) of the cost for course-required books or tuition and/or provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations.
- B. The departments shall establish policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

13.27.17 In-Service Training (Unit 17)

- A. The CDCR shall determine the in-service training necessary for their Unit 17 employees and, upon request, shall seriously consider input from the Union. In-service training may include, but not be limited to, such topics as ward/inmates supervision, working relationship with wards/inmates, and ward/inmate disciplinary procedures.
- B. Departments other than those noted in section A, shall develop and offer job-related in-service training on an annual basis. Each department shall develop its training plan and, upon request, shall seriously consider input from the Union. The training plans shall be published annually and distributed to all employees and the Union.
- C. All departments employing Registered Nurses with professional practice groups shall reaffirm, in writing, to each Hospital or Developmental Center Executive Director, Warden or Superintendent or appropriate administrator the importance of the Professional Practice Groups particularly as it relates to in-service training.

13.28.17 Education and Training Opportunities and Resources (Unit 17)

- A. Departments shall provide information on education opportunities, training, and training resources. This shall include the sharing of in-service continuing education course information on a regional basis between departments. Such information shall also be available to the Union upon request.
- B. A list of resource contacts regarding nursing careers in State service shall be included as Appendix 2.17 to this contract.

13.29.17 Research Projects (Unit 17)

- A. With the approval of the department, a Unit 17 employee may use State facilities for the purpose of conducting research when the employee is pursuing continuing education credits, is involved in a personal research project, or other departmentally approved training. The use of State facilities shall not result in increased costs to the State nor shall the rights of clients, patients, inmates, wards, or students be compromised.
- B. Upon request of a SEIU local 1000 Unit 17 representative, the department will provide the identification of those major funded research projects in the area of health care delivery that are being currently conducted or considered.

13.30.20 Orientation (Unit 20)

Department shall endeavor to provide on the job orientation for all Unit 20 employees within three (3) months of being hired but no later than six (6) months of being hired. The intent of the orientation shall be to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level in a safe and efficient manner.

13.31.20 20/20 Programs (Unit 20)

Where feasible, the State shall provide 20/20 programs for Unit 20 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty (20) hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s) shall meet to develop a 20/20 program(s).

13.32.20 Education and Training Opportunities (Unit 20)

Departments shall make available information on education opportunities and training to Unit 20 employees upon request. The departments shall continue existing practices of disseminating education and training information.

13.33.20 Mandatory Training (Unit 20)

- A. The State agrees to reimburse Unit 20 employees for expenses incurred as a result of satisfactorily completing training or job-related continuing education courses required by the State. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;
 - 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with article 12, section 12.1 of this Contract.
- C. Unit 20 employees who are directed to attend a training course required by the department shall be granted reasonable time off without loss of compensation for courses that are scheduled during their normal working hours.

13.34.20 Non-Mandatory Training (Unit 20)

- A. For purposes of this section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department designee, the State may reimburse Unit 20 employees for up to one hundred percent (100%) of the cost for course required books and/or tuition. The State may also provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be granted for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations.
- B. It is the State's intent that this section shall be administered in a non-discriminatory and equitable manner. Allegations of favoritism or inequitable treatment shall be grievable up to the DPA.

ARTICLE 14 – CLASSIFICATION

14.1 Classification Changes (Excludes Unit 17)

- A. When the DPA proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with the DPA regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the SPB for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.
- C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the SPB for the non-hearing calendar.
- D. If the parties do not reach an agreement the classification proposal may be submitted to the SPB.
- E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

14.1.17 Classification Changes (Unit 17)

The DPA and SEIU Local 1000 recognize the benefits of working cooperatively in the establishment of new Unit 17 Classifications or modifying existing classifications.

- A. When DPA desires to establish a new classification and assigns it to Bargaining Unit 17 or modifies an existing one that is in Bargaining Unit 17, DPA shall send a Preliminary Official Notice to the Union 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, a rough draft of the class specification under consideration, and the anticipated impact, if any, on Unit 17 employees. The preliminary notification shall be submitted to the Union a minimum of thirty (30) working days prior to the notification described in section B. below. The Union may request to meet and discuss with DPA regarding these classification proposals. Such meetings shall be for the purpose of discussing the classification proposal and for the Union to provide input and/or discuss the impact to its membership.

- B. The DPA shall notify and submit to the Union the final classification proposal at least thirty (30) work days prior to the date the SPB is scheduled to adopt it.
- C. If the Union requests in writing within ten (10) work days of receipt of the notice, the 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 the SPB's consent calendar.
- D. The DPA shall meet and confer, if requested in writing, within ten (10) work days from the date the SPB approved the classification change, regarding only the compensation provisions of the classification. DPA shall not implement the proposed or revised classification until DPA and SEIU Local 1000 meet and confer regarding the compensation.
- E. Neither the classification nor the compensation provisions shall be subject to the grievance and arbitration procedure in article 6 (Grievance and Arbitration Procedure).

14.2 Out-of-Classification Grievances and Position Allocation Hearing Process (Excludes Unit 17 and 21)

A. Definitions

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

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

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

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.
3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

B. Authorization and Rate of Pay

1. Notwithstanding Government Code sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to one hundred twenty (120) calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:
 - a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
 - b. Cannot feasibly be met through use of other civil service or administrative alternatives.
2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.
3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to Title 2 California Code of Regulations sections 599.673, 599.674, or 599.676 if appointed to the higher classification.
4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

- C. Out-of-Class Grievances and Allocation Appeals
1. The grievance and arbitration procedure described in subsection D below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the DPA referenced in Government Code section 19818.16 or the State Victim Compensation and Government Claims Board.
 2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.
 3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.
 4. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.
 5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.
- D. Grievance Procedure and Time Limits
1. An employee's grievance initially shall be discussed with the employee's supervisor.
 2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance may be filed on a form provided by the State within:
 - a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
 - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.
 - c. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in item b above.
 3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in article 6.
 4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
 5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the DPA.
 6. The Director of the DPA or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
 7. If the grievance is not resolved by the DPA, the Union shall have the right to submit the grievance to arbitration in accordance with article 6, section 6.11.
 8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.
- E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure section 1286.2 et seq.
- F. The parties agree to support legislation to amend Government Code section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.
1. Government Code section 19818.8(a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by section 19050.8.
 2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding (MOU) reached pursuant to section 3517.5, the MOU 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.

14.2.17 Out of Classification Grievances and Position Allocation Hearing Process (Unit 17)

A. Definitions

1. An employee is working "out-of-class" when he/she spends a majority (i.e., more than fifty percent [50%]) of his/her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment. Duties that are appropriately assigned to incumbents in the employee's current classification are not out-of-class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the SPB specification. Training and Development assignments are not out-of-class work.
2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.
3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out-of-class.

B. Authorization and Rate of Pay

1. Notwithstanding Government Code sections 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to one hundred twenty (120) calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:
 - a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
 - b. Cannot feasibly be met through use of other civil service or administrative alternatives.
2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.
3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to Title 2 California Code Regs section 599.673, 599.674, or 599.676 if appointed to the higher classification.
4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

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

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.
2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance may be filed on a form provided by the State within:

- a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
 - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.

However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in item b above.
 - 3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in article 6.
 - 4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
 - 5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the DPA.
 - 6. The Director of the DPA or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
 - 7. If the grievance is not resolved by the DPA, the Union shall have the right to submit the grievance to arbitration in accordance with article 6, section 6.11.
 - 8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.
- E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure section 1286.2 et seq.
 - F. 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.

14.2.21 Out-of-Classification Grievances and Position Allocation Hearing Process (Unit 21)

- A. Definitions
 - 1. "Working out-of-class" (a.k.a. "out-of-class work") is defined as performing, more than fifty percent (50%) of the time, for two (2) or more weeks, the full range of duties and responsibilities allocated to an existing class and not allocated to the class in which an employee has a current, legal appointment.
 - 2. A "pre-arranged out-of-class assignment" is defined as the intentional assignment of out of class work to an employee by the employee's appointing power, department head or designee for a defined period of time of up to one hundred twenty (120) days or, if approved by the DPA, up to one year.
 - 3. "On-going out-of-class work" is defined as "out-of-class work" (as defined above) that results from the evolution of an employee's duties and responsibilities into those allocated to another existing class and not allocated to the class associated with the position in which the employee has a current legal appointment.
 - 4. "Terminated out-of-class work or assignment" is defined as "working out of class" (as defined above) and the out-of-class work or assignment has ceased either because the duties and responsibilities that created the out-of-class situation were removed, or the percentage of time spent performing the full range of duties and responsibilities fell below fifty percent (50%), or the employee is no longer working in the position alleged to have created the out-of-class situation.
- B. Pre-arranged Out-of-Class Assignments: Notwithstanding Government Code sections 905.2, 19818.6, 19818.8, 19818.16, and 19823 an employee may be required to perform work other than that described in the specification for his/her classification for up to one hundred twenty (120) consecutive calendar days during any twelve (12) month period. An employee may be assigned to work out-of-class for more than one hundred twenty (120) consecutive days only with the approval of the DPA. Out-of-class assignments shall not exceed one year.
- C. Rate of Pay: If an appointing power, department head or designee requires an employee to work "out-of-class" in a higher classification for more than two (2) consecutive weeks, the employee shall receive the rate of pay, pursuant to DPA Regulation 599.673, 599.674, or 559.676 that the employee

would have received if appointed to the higher class for the entire duration of the assignment. The out-of class compensation shall not be considered as part of the base pay in computing the rate due upon promotion to a higher level class.

- D. Rotation to Avoid Out of Class Pay: The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of out-of-class compensation.
- E. Duty to File Timely Grievance: If an employee believes that he/she has been assigned out-of-class duties and responsibilities, he/she must file an out-of-class grievance no later than sixty (60) days after the conclusion of the out-of-class duties/work. Any claim for back pay concerning the out-of-class work is waived if the employee fails to timely file the grievance as provided by this section.
- F. Back Pay Limited to One Year: A timely filed grievance concerning out-of-class work which is granted under this article shall not be compensated retroactively for a period greater than one year before the filing of the grievance.
- G. Out-of-Class Grievance Procedure:
 - 1. Disputes about working out-of-class or other allegations of performing duties not appropriate to an employee's current class shall be reviewed exclusively by filing a contract grievance. Notwithstanding Government Code section 19815.4(e), employees shall not be entitled to a separate hearing on their claim of working out-of-class.
 - 2. An employee's grievance shall initially be discussed with the employee's supervisor.
 - 3. Out-of-class grievances shall be filed with a department head or designee who shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
 - 4. If the grievant is not satisfied with the decision rendered by the person designated by the department head or designee, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of DPA.
 - 5. The Director of DPA or his/her designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
 - 6. If the grievance is not resolved by DPA, the union shall have the right to submit the grievance to arbitration in accordance with article 6 of this agreement.
 - 7. The arbitrator's decision regarding out-of-class grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure section 1286.2 et seq.
 - 8. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments. The only remedy that shall be available is retroactive pay for out of class work.

14.3 Classification/Pay Data (Excludes Unit 17 and 21)

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for bargaining rank-and-file employees.

14.4 Duty Statements, Post Orders, and Work Instructions

- A. An employee shall be provided with a current duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the SPB job classification specifications.
- B. Post orders in CDCR-Adult and work instructions in CDCR-DJJ will be provided where applicable.
- C. Duty statements, post orders, and work instructions shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, his/her duty statement shall be reviewed, and if necessary, updated to reflect his/her current duties.
- D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.
- E. The parties recognize that post orders in CDCR-Adult and work instructions in CDCR-DJJ are not grievable or arbitrable.
- F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

14.4.17 Duty Statements/Post Orders, and Work Instructions (Unit 17)

- A. Upon appointment to a Unit 17 position, departments shall provide each Unit 17 employee with a duty statement which describes the duties the employee is expected to perform. Duty statements shall be consistent with the Unit 17 employee's classification specification.
- B. In CDCR duty statements may be included in the post orders.
- C. Disputes over whether or not the duty statement is consistent with the class specifications shall be resolved through the grievance procedure. The decision reached at Step 3 (DPA) of the grievance procedure shall be final.

14.4.21 Duty Statements, Post Orders, and Work Instructions (Unit 21)

Departments shall provide each Unit 21 employee with a current duty statement. Duty statements must comply with the SPB job classification specifications. Upon request, an employee who is transferred or reassigned on a permanent basis shall be provided a revised duty statement.

14.5 Automation and New Technology (Excludes Unit 17 and 21)

The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

14.6 Job Announcements (Excludes Unit 17 and 21)

When a department posts a job announcement for which two (2) classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees (Excludes Unit 14, 17 and 21)

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

14.7.14 Assignment of Duties Normally Performed by Bargaining Unit Employees (Unit 14)

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

14.8 Contracting Out

- A. Purpose
The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by State departments.
- B. Policy Regarding Personal Services Contracts and Cost Savings
Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide the Union's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide the Union's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed, but no less than five (5) business days thereafter, provided the contract is/will be for services found in bargaining unit class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(1).
3. The purpose of this subsection C is to provide the Union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with the Union for this purpose, if requested by the Union.

D. Review of Personal Services Contracts In Existence

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

- (c) Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the SPB;
 - (d) Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives;
 - (e) Such other purposes as may be mutually agreed upon.
- E. Displacement Avoidance
1. The objective of this subsection is to ensure that bargaining unit employees have preference over contract employees consistent with, but not limited to the following principles:
 - (a) The duties at issue are consistent with the bargaining unit employee's classification;
 - (b) The bargaining unit employee is qualified to perform the job; and,
 - (c) There is no disruption in services.
 2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.
- F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.
- G. Relationship Between This Section And Related Statutes
 The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

14.9.1 Classification Studies (Unit 1)

- A. The State shall conduct a classification study of the Aviation Consultant class series listed below to determine if the duties being performed are appropriate for the classes.

<u>Code</u>	<u>Class</u>
5672	Associate Aviation Consultant, DOT
5598	Senior Aviation Consultant, DOT

Upon completion of the study, the State shall provide the Union with a copy of the study. The State shall meet and confer with the Union regarding the results of the study. The State shall complete the study twelve (12) months after ratification of this Contract or a mutually agreeable date.

The State and SEIU Local 1000 recognize that classification proposals reflecting recommendations developed by the committee require approval by the DPA and the SPB.

- B. During the first twelve (12) months of this agreement, the State agrees to meet with representatives of the Union to determine if changes to the class specifications are needed for positions performing investigative audit work. If changes to the specifications are determined to be appropriate, the parties agree to pursue revisions to the class specifications in accordance with section 14.1 of this agreement.

14.10.1 Classification Review (Unit 1)

- A. The Union and the State agree to continue to review the Bargaining Unit 1 classification plan with the intent to consider consolidating or abolishing classifications. The committee will address the merits of consolidation proposals as well as specific action plans for implementation of agreed upon proposals.
- B. The committee may review and address issues in the following areas by mutual agreement.
 - 1. The consolidation/ abolishment of existing classes;
 - 2. Unused and underutilized classes;
- C. The Union may designate up to five (5) representatives to participate in these discussions. Union representatives will be provided State release time for these discussions.

14.11.1 – Driver Safety Officer Classification (Unit 1)

During the term of the agreement, the State shall meet with the Union to discuss the duties and responsibilities relative to those performed by the other Unit 1 classifications and the compensation level of the Driver Safety Officer classification.

If changes to the class specification becomes necessary, such changes will be done in accordance with section 14.1 of this agreement.

14.12.1 Personnel Specialist (PS) Classification: Workload Factors and Weights (Unit 1)

The State and the Union agree that the following workload factors and weights apply to work done by the Personnel Specialist classifications:

- 1. Certification Appointment Process – Two (2) hrs per certification: Ordering/extending/modifying/clearing/updating tenure/time base/location/address; printing certifications and contact letters; SROA/surplus guidelines; Limited Examination and Appointment Program (LEAP).
- 2. Verification of MQs – One-half (½) hour x # of appointments x applications per appointments: Ensuring that applicants have met the MQs for exams; review of transcripts, credentials, etc; verification of transfer eligibility.
Salary Determinations – Three quarter hour (¾) per appointment: Alternate range criteria; hiring above minimum; red circle rates; transfer eligibility; CEA pay; MSA/SISA criteria.
- 3. Pay –Five (5) hours per one hundred (100) employees x twelve (12) months: Overtime; lump sum; W-2 forms; employee accomplishment awards; accounts receivables; under payments; 7K; payroll; garnishments; manual splits for bankruptcy; dock/AWOL; FLSA calculations; adverse actions; special pay; salary advances; stand-by; call back; settlement/stipulation; leave buy back.
- 4. Benefits – Five (5) hours per one hundred (100) employees x twelve (12) months: Health, dental and vision benefits; domestic partners; COBRA; flex-elect; COBEN; long-term disability insurance; temporary/short term disability insurance; group legal plan; direct deposit; life insurance; savings bonds; retirement health, dental and vision; PARR lawsuit; death benefits; CalPERS membership packages; 401K; pre-tax parking.
- 5. Leaves – Four (4) hours per one hundred (100) employees x twelve (12) months: Any and all leaves.
- 6. Position Controls – Three quarter hour (¾) per appointment: Vacancies - section 41/schedule 8/periodic reports; 607's - PMR; 701; MPTR. header maintenance.
- 7. Appointments – Three quarter hour (¾) per appointment: Appointment by SPB, DPA, or court action in lieu of appointment through the certification process; settlement/stipulations; pre-appointment approvals; refer to PAM for types of appointments.
- 8. Separations/Resignations – Two (2) hours per separation: Settlement/Stipulations; Refer to PAM for Types of Separations.
- 9. Miscellaneous Transactions – One hour per one hundred (100) employees x twelve (12) months: See PAM
- 10. Correspondence and Communication – One hour per one hundred (100) employees x twelve (12) months: Official correspondence; memos to control agencies; response to grievance; communication with governmental agencies - Federal, State and County to employees or for employees; information request for adverse actions; employment verification; subpoena requesting documents (no appearance in person required).

11. PI/Hourly Employees – Twenty (20) hours per one hundred (100) PI's x twelve (12) months: Time Keeping; track hours for benefits, retirement; SISA; MSA; probation; range change; and one thousand five hundred (1500) hour limitation.
12. Attendance – Eight (8) hours per one hundred (100) employees x twelve (12) months: Audit, reconcile and key attendance.
13. Monthly Reports – One hour per one hundred (100) employees x twelve (12) months: Salary advances; vacancy report; retroactivity report; accounts receivables; MIRS reports; forms management; service awards; monthly cut-off calendar; leave restorations; State service verification; board roster; adverse action log; roster activity report, etc.
14. Injury/Illness Claims – 2.25 hours per one hundred (100) employees x twelve (12) months: NDI; IDL; EIDL; TD; 4800 Time; Enhanced NDI.
15. Garnishments (Processing) – 1.2 hours per one hundred (100) employees x twelve (12) months: court orders.
16. Special Project/Assignment – Four (4) hours per projected Personnel Specialist x twelve (12) months: Outside scope of usual assignment; Victim Compensation and Governmental Claims Board; conflict of interest.
17. Training – Five (5) hours per current Personnel Specialist x twelve (12) months: Conducting training; orientation.
18. Administrative Details – Ten (10) hours per current Personnel Specialist x twelve (12) months: Receiving Training - Formal or informal; manual updates; filing; time sheets; staff meetings; court appearances.
19. Employee Contact Time – Sixty (60) hours per current Personnel Specialist x twelve (12) months: E-mails; telephone calls; personal contacts.
20. Cultural Factors: Degree of automation; established procedures; level of customer service; turnover rates; skill levels; recruitment and retention problems; and other factors that make your department unique.

14.13.1 Lead Responsibilities (Unit 1)

- A. This provision outlines the leadperson's responsibilities and compares and contrasts them to those of a supervisor. The strikeout of the supervisor's responsibilities represents the intent to expressly exclude the negotiation of an agreement to the assigned supervisor's duties through this provision.

	Supervisor	Lead
1	Provide in depth policy and procedure training.	Provide basic on-the-job training for assigned duties.
2	Assign work.	Assign work.
3	Counsel employees on: a. Attendance problems b. Work related problems c. Refer employees to EAP	May recommend to supervisor that an employee would benefit from a work improvement plan only as it relates to work procedures or processes.
4	Initiate corrective action such as attendance restrictions and goal setting.	Not a lead responsibility.
5	Respond to, and resolve grievances at the informal and first level.	May attempt to resolve conflicts that arise as a result of workflow or procedures.
6	Prepare probation reports, annual evaluations, input of the self-appraisal reports.	May provide input of a factual nature regarding employee job performance.
7	Participate in performance appraisal evaluations.	Restricted to the technical portion of report pertaining to technical performance.
8	Approve or deny SISA's and MSA's.	Provide input on employee's job performance to the supervisor. No authority for an independent decision.

9	Discipline employees either informally or formally.	Provide input on employee's job performance to the supervisor. Not a lead function. No authority for an independent decision.
10	Write up required responses for supervisory input on the employee self-appraisal reports used in the testing process.	Provide input on employee's job performance to the supervisor. No authority for an independent decision. (If lead is not a competitor in the same exam.)
11	Approve or deny the use of sick leave, vacation, personal holiday, etc.	May receive employee requests in the absence of the supervisor and shall not approve or deny such requests.
12	Request and approve supply orders.	May request and approve supply orders.
13	Approve overtime.	Not a lead responsibility.
14	Sign 634's.	Not a lead responsibility.
15	Review completed work within the group for quality.	Review completed work within the group for quality.
16	Prepare recommendations to plans, budget requests, procedural and policy changes within the work group.	May prepare recommendations.
17	Sign probation or annual evaluations.	Not a lead responsibility.
18	Sign off on employee self-appraisal reports.	Not a lead responsibility.
19	Authorize training course attendance.	May provide input to who would benefit from attending a training class.
20	Make a hiring commitment to hire someone to fill a vacancy within the work group.	May participate in the hiring interview with a supervisor and may make a recommendation to hire.
21	Make promotional commitments.	Provide input regarding employee's performance. No authority for an independent decision.
22	Sign summary of corrective discussion memo.	Not a lead responsibility.
23	Sign recommendations for adverse actions.	Not a lead responsibility.
24	Grant requests for leave of absence up to 10 days.	May provide input to supervisor. No authority for an independent decision.
25	Approve alternate work schedules.	May provide input to supervisor. No authority for an independent decision.
26	Move employees from shift to shift.	May provide input to supervisor. No authority for an independent decision.
27	Sign travel expense claims.	Not a lead responsibility.
28	Schedule overtime.	Not a lead responsibility.
29	Order travel.	May assist supervisor with travel agenda.
30	Set work hours.	Not a lead responsibility.
31	Justify, request, and approve equipment orders.	May be asked to justify purchasing equipment. Cannot sign purchase orders.

14.14.4 Library Technical Assistant (LTA) Classification (Unit 4)

- A. During the term of this agreement, the State agrees to review the information submitted by the Union in support of the classification changes proposed to the LTA classification. Such review will occur after the Union has provided a classification specification containing, typical tasks, minimum qualifications, essential functions. Other information to be submitted by the Union include any other background studies and or information that would support the change(s).
- B. If changes to the classification specification are submitted to the SPB, the State will comply with section 14.1, Classification Changes, of this agreement.

14.15.4 Department of Motor Vehicle (DMV) Classification and Compensation Review (Unit 4)

The DMV will conduct a classification and compensation review of the DMV-specific classifications of Motor Vehicle Field Representative, Motor Vehicle Technician, Senior Motor Vehicle Technician, and Motor Vehicle Assistant. When this review has been completed, the DMV will provide a copy of the written report to the Union regarding its findings on the use of these classes in the DMV's call centers and public counters.

Any classification changes and/or implementation of any differentials will be handled consistent with section 14.1 or 11.9 respectively of this Agreement.

This study will start within ninety (90) days of ratification of this Contract and shall be completed no later than July 1, 2007.

14.16.4 Judicial Assistant Classification (Unit 4)

During the term of the Contract, the DPA, PUC, CUIAB and the Office of Administrative Hearings/General Services will meet with the Union to discuss the Union's proposal for the creation of a new classification.

Any decision to create a classification will be done in accordance with section 14.1 of this agreement.

14.17.14 Classification Review of Graphic Designer Series

During the first twelve months (12) of this agreement, the State agrees to meet with representatives of the Union to determine if changes to the class specifications for the Graphic Designer Series are needed. If changes to the specifications are determined to be appropriate, the State agrees to pursue the revisions in accordance with the 14.1 of this agreement.

14.18.14 Classification Review of Exhibit Designer-Installer (Unit 14)

- A. The State agrees to conduct a classification review of the Exhibit Designer-Installer positions, used at the California Science Center. The State agrees to provide Unit 14 with a written status report, within six (6) months of ratification of this contract. The purpose of the classification review is to determine if the current class specification adequately describes all facets of the work.
- B. Upon completion of the classification review, the State will provide the Union with a copy of the results and recommendations. The State and the Union agree to meet and discuss the results of the review and recommendations, including the following:
 - If the analysis indicates an existing classification more accurately describes the work of the Exhibit Designer-Installer positions at the California Science Center, and the Union concurs, the Union shall support the reallocation of the positions on a current basis to the appropriate class in accordance with SPB Law and Rules and shall not seek retroactive out-of-class pay or recognition.

14.19.17 New Classifications (Unit 17)

The State acknowledges the value of nurses and is interested in retaining nurses and encouraging them to grow and promote within their unique and dynamic field. In recognition of this and pursuant to the classification provisions contained in article 14.1.17 (Classification Changes), the State shall within six (6) months of ratification of this agreement by both parties, and upon request of the Union, the DHS, Office of Labor Relations, will meet to discuss the findings from the 2003 draft specification revision. Two (2) DHS Bargaining Unit 17 employees will be released for this meeting. Every effort will be made to meet by January 1, 2007.

14.20.17 Classification Reviews (Unit 17)

The State shall establish a joint labor management committee consisting of three (3) representatives from SEIU Local 1000 and three (3) representatives from management to explore two (2) class specifications or specification series. SEIU Local 1000 representatives on the committee shall serve without loss of compensation.

The State and SEIU Local 1000 mutually agree the committee will focus solely on the class definition, typical tasks, and minimum qualifications of the class specification. The parties also agree the classification committee shall not be used as a forum for discussion of salary-related issues. SEIU Local 1000 may initiate discussions on classifications to be addressed by the committee by providing to the State relevant data and justification that indicate changes may be needed in the specification or specification series.

The joint labor management committee shall complete one classification review prior to the commencement of a committee to address a subsequent classification review. It is the intent of the parties to complete the classification reviews prior to the expiration of this contract; however, the primary goal of each committee is to ensure the review undertaken results in an accurate classification specification.

The State and SEIU Local 1000 recognize that classification proposals reflecting recommendations developed by the committee require approval by the DPA and the SPB.

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

14.21.20 Classification Studies (Unit 20)

- A. The State and Unit 20 agree to establish a Joint Labor/Management Advisory Classification Committee to review and make recommendations on updating existing classification specifications which do not reflect the current duties.
- B. The Union will propose up to four (4) classifications for review by the Committee in a fiscal year. Each proposed classification revision may be submitted to DPA for review and update and further consideration by SPB after the conclusion of action by the Committee.
- C. The Committee will consist of up to four (4) Union representatives and up to four (4) State representatives. The composition of the Committee may vary depending on the classification being discussed however; in no case shall the membership of the committee exceed four (4) Union and four (4) State representatives. Union representatives will serve on the Committee with no loss of compensation or benefits.
- D. The Committee will meet for a sufficient amount of time to properly address the issues. Release time of Union representatives shall be determined by the State subject to operational needs.
- E. Classification studies initiated by this article shall be administered pursuant to Bargaining Unit 20's MOU, article 14.1 (Classification Changes). Upon meeting and conferring with the Union, DPA and SPB approval, and certification of funds (Form 137) by all affected departments, the classification studies shall be implemented.

14.22.20 New Special Labor/Management Committee on Salary and Compensation Issues (Unit 20)

- A. Committee comprised of four (4) representatives from Union and four (4) representatives from management. The DPA LRO assigned to Unit 20, or designee, and either the Unit 20 Chairperson, or designee, shall be one of the four (4) for each party.
- B. Purpose – To explore issues related to salaries and compensation practices/policies related to Unit 20. The issues may include, but not be limited to, the following:
 1. Methods for incorporation of recruitment and retention's into base salary in an orderly manner,
 2. Geographic/locality pay;
 3. Improving the recruitment and retention of Unit 20 civil service employees by adjusting the salary ranges of some or all classifications;
 4. Any other matter mutually agreed upon by the membership of the committee.
- C. The agenda for the committee's work shall be set by the committee at its first meeting.
- D. The committee shall meet no less than quarterly, except by mutual agreement.

- E. Upon request of the committee, the State shall provide all available information, data, policies and procedures related to the issues on the committee's agenda.
- F. The committee shall finalize its findings related to its agenda as quickly as is reasonable, and no later than July 1, 2007.
- G. All matters within the scope of bargaining that are a part of the committee's findings shall be subject to meeting and conferring between the parties, either at the time they are made or during the regular renegotiation of this Agreement, whichever occurs first.

14.22.21 Joint Union/Management Committee (Community Colleges) (Unit 21)

During the first twelve (12) months of this agreement, the California Community College Chancellor's Office (CCCCO) agrees to meet with representatives of the Union to determine if changes to the class specifications for the Community Colleges Program Assistants I and II are needed. If changes to the specifications are determined to be appropriate the CCCCCO agrees to pursue revisions to the class specifications in accordance with Section 14.1 of this agreement.

14.23.21 Bus Driver Training Specialist Classification (Unit 21)

During the term of this agreement, the DOE agrees to meet with representatives of the Union to determine if changes to the class specifications for the Bus Driver Training Specialist classification are needed. If changes to the specifications are determined to be appropriate, the DOE agrees to pursue revisions to the class specifications in accordance with section 14.1 of this agreement.

ARTICLE 15 – TRANSFER

15.1 Appeal of Involuntary Transfer (Excludes Unit 17)

- A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the 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 the 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. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.
- C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.
- D. Employees, who are unwilling to accept the geographical transfer required by their current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, or voluntary retirement or resignation. Such employees who meet the DPA, SROA definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of their current class or other classes to which he/she can transfer, pursuant to the SROA process. Article 16 shall govern employee rights and appeals under these conditions.
- E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D above.
- F. When a department has two (2) or more employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence, consideration shall be given for the affected employee's seniority in accordance with Government Code section 19994.2.

15.1.17 Appeal of Involuntary Transfer (Unit 17)

- A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under article 6 (Grievance and Arbitration Procedure) only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the DPA disapproves the transfer, the employee shall be returned to his/her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters;

and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the 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. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

15.2.15 Joint Labor/Management Appeal of Involuntary Transfer (Unit 15)

A. Joint Labor/Management Committee

In the event that it becomes necessary for a department to involuntarily transfer five (5) or more employees in Bargaining Unit 15 covered by this agreement, the State and the Union will form a Joint Labor/Management Committee to address the affects of such transfer, including but not limited to the following issues:

1. Job placement assistance at the worksite to provide advice, counsel and placement of employees.
2. Available vacancies in other departments in employees' current classifications or other classes to which they can transfer.
3. Publication and dissemination of job opportunity bulletins.
4. Reasonable amount of State paid release time for employees to participate in employment interviews associated with the efforts described above.

The committee shall have equal number of representatives from the State and the Union and shall convene within no less that sixty (60) calendar days of the effective date of the involuntary transfer and shall be provided a reasonable amount of State paid release time to meet with affected employees at the workplace to discuss employees' rights and options in accordance with Government Code, and the Contract.

B. Change In Work Location

The State's intent is to provide a Unit 15 employee with thirty (30) calendar days, but in no case shall the State provide less than fifteen (15) calendar days notice of a permanent change in their work location when the change is made at other than the employee's request. Unit 15 employee will be given the reasons in writing.

An employee can submit a written request to change his/her work location. The department shall respond in writing no later than fifteen (15) calendar days of the request. Requests shall not be unreasonably denied.

15.3 Hardship Transfer (Excludes Unit 17 and 21)

The State and the Union recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable DPA laws and rules.

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

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

15.4.3 Employee Opportunity Transfer (Unit 3)

- A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities, or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent full-time employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the nonselection.
- 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.

15.4.15 Employee Opportunity Transfer (Unit 15)

- A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent 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.

15.4.17 Employee Opportunity Transfer (Unit 17)

- 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 desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent 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.

15.4.20 Employee Opportunity Transfer (Unit 20)

- A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent 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.

15.4.21 Employee Opportunity Transfer (Unit 21)

- A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department.
 2. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent full-time employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.
- D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a 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.

15.5.3 Support for Lateral Transfers (Unit 3)

The State will support and advocate to the SPB for Unit 3 members, to have lateral transfer eligibility to Correctional Counselor I and Parole Agent I positions.

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 SPB and DPA rules.
- C. Notice
Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.
- D. Grievance and Arbitration
Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.
- E. Transfer or Demotion in Lieu of Layoff
The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code sections 19997.8 through 19997.10 and applicable DPA rules. If an employee refuses a transfer or demotion, the employee shall be laid off.
- F. Reemployment
In accordance with Government Code sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or sub-divisional reemployment lists in accordance with section 19056 of the Government Code.
- G. State Service Credit for Layoff Purposes
In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than

eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code section 19997.6.

H. Departmental Vacancies

Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current SROA procedures.

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

16.2 Reducing the Adverse Effects of Layoff

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

16.3 Alternative to Layoff

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

16.4 Military Installations (Excludes Unit 17 and 21)

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

16.5 Layoff Employee Assistance Program (EAP) (Excludes Unit 17)

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

16.6.3 Special School Teacher Layoff (Unit 3)

In the event a Special School Teacher will be laid off, the Special Schools will consider that teacher for vacant teaching positions in other Special Schools which require the same credential.

The Special Schools will endeavor to inform teachers by April 1 of a school year if they intend to layoff teachers. This does not preclude a Special School from laying off teachers if notice is not given by April 1.

16.7.17 Continuation of Benefits (Unit 17)

Unit 17 employees who are affected by layoff, reduction in time base or other similar circumstances under this article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidation Omnibus Reconciliation Act (COBRA).

ARTICLE 17 – RETIREMENT

17.1 First Tier Retirement Formula (2% @ 55)

- A. The Union and the State agree to participate in the First-Tier retirement plan as prescribed by law.
- B. The table below lists the current First Tier age/benefit factors.

<u>AGE AT RETIREMENT</u>	<u>CURRENT FACTORS</u>
50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250

60	2.313
61	2.375
62	2.438
63 and over	2.500

- C. There are factors for attained quarter ages, such as 52 ¾. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 MOU between the State and the Union. The improved factors also apply to past service that is credited under the First Tier and the Modified First Tier.
- D. The amount of member contributions required of employees covered under these factors continue to be five percent (5%) of monthly compensation in excess of five hundred thirteen dollars (\$513).
- E. Miscellaneous and industrial members in the First Tier retirement or the Alternative Retirement Plan (ARP) subject to social security shall contribute five percent (5%) of monthly compensation in excess of five hundred thirteen dollars (\$513) for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP not subject to social security shall contribute six percent (6%) of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.
- F. New employees hired on or after January 1, 2007, will, after completion of participation in the ARP, be subjected to the two percent (2%) @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the two percent (2%) @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.
- G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new miscellaneous and industrial members hired on or After January 1, 2007, inclusive of those in the ARP.

17.2 Second-Tier Retirement Plan

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

17.3.17 First Tier Eligibility For Employees In Second Tier (Unit 17)

- 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% 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 to exercise the Tier 1 right of election during a period following the effective date of this agreement. 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 ninety-six (96) months (eight [8] years) to one hundred forty-four (144) months (twelve [12] years), and allowing employees to purchase partial amounts of service.
- C. New employees who meet the criteria for CalPERS membership would have the right to be covered under the First Tier plan within one hundred eighty (180) days of the date of their appointment. If a new employee does not make an election for First Tier coverage, he/she would be enrolled in the Second Tier plan.

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.

17.3.21 First Tier Eligibility For Employees In Second Tier (Unit 21)

- A. The Union and the State agree to the current implementation 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.
- B. The employees in Second Tier may exercise the Tier 1 right of election at any time after the effective date of 1/1/2000. An employee who makes this election would then be eligible to purchase past Second Tier service.
- C. Pursuant to Government Code section 21070.5, new employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to elect to be covered under the Second Tier plan within one hundred eighty (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. Pursuant to Government Code section 21073.1, employees who elect to 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. The amount will include interest at six percent (6%) annually compounded.

17.4 State Safety Retirement

- A. The Union and the State agree to participate in the State Safety retirement formula as prescribed by law.
- B. The table below lists the current State Safety age/benefit factors.

<u>AGE AT RETIREMENT</u>	<u>CURRENT FACTORS</u>
50	1.700
51	1.800
52	1.900
53	2.000
54	2.225
55 and over	2.500

- C. There are factors for attained quarter ages, such as 52 ¾. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 MOU between the State and the Union. The improved factors also apply to past service that is credited under the State Safety retirement category.
- D. The amount of member contributions required of employees covered under these factors continues to be six percent (6%) of monthly compensation in excess of \$317.
- E. State safety members shall contribute six percent (6%) of monthly compensation in excess of \$317 for retirement.
- F. New employees hired on or after January 1, 2007, will be subject to the two and one half percent (2.5%) @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the two and one half percent (2.5%) @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.
- G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new State safety members hired on or after January 1, 2007.

17.6.4 State Safety Retirement (Unit 4)

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

17.6.17 Safety Retirement (Unit 17)

- A. Enrollment in the State Safety Retirement category shall be prospective only and prior service shall remain under the miscellaneous retirement category.
- B. Nothing in this section shall be subject to the grievance and arbitration procedures.

17.7 Enhanced Industrial Retirement (Excludes Unit 17 and 21)

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

17.8 Employer-Paid Employee Retirement Contributions (Excludes Unit 17 and 21)

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

17.8.17 Employer-Paid Employee Retirement Contributions (Unit 17)

The purpose of this article is to implement the provisions contained in section 4.14(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the bargaining unit. Pursuant to section 4.14(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of section 4.14(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this article.

- A. Definitions: Unless the context otherwise requires, the definitions in this Article govern the construction of this article.
 - 1. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 17 who make employee contributions to the CalPERS retirement system.
 - 2. "Employee Contributions." The term "employee contributions" shall mean those contributions to the CalPERS retirement system which are deducted from the salary of employees and credited to individual employee's accounts.
 - 3. "Employer." The term "employer" shall mean the State of California.
 - 4. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 17 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.
 - 5. "Retirement System." The term "retirement system" shall mean the CalPERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code section 20000, et seq.).
 - 6. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.
- B. Pick Up Of Employee Contributions
 - 1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
 - 2. Employee contributions made under paragraph A of this article shall be paid from the same source of funds as used in paying the wages to affected employees.
 - 3. Employee contributions made by the employer under paragraph A of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
 - 4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.
- C. Wage Adjustment
Notwithstanding any provision in this Agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.
- D. Limitations To Operability
This Article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.
- E. Non-Arbitrability
The parties agree that no provisions of this Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

17.8.21 Employer-Paid Employee Retirement Contributions (Unit 21)

The State and the Union agree to continue the January 28, 1985, agreement regarding the Internal Revenue Service ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract, as explained in Addendum 2.21.

17.9.15 Safety Retirement Studies (Unit 15)

The Union agrees to the provisions of Government Code sections 19816.20 and 20405.1. The State shall conduct studies on the feasibility of safety retirement for the following classes at the following hospitals and copies of these studies shall be provided to the Union no later than six (6) months after ratification of this Contract by the membership:

Department of Developmental Services:

Porterville Developmental Center:

Cook Specialist I	DJ40	2185
Cook Specialist II	DJ30	2184
Housekeeper	DD20	2043

DMH (Atascadero State Hospital/Metropolitan State Hospital/Napa State Hospital/Patton State Hospital/Vacaville Psychiatric Facility):

Cook Specialist I	DJ40	2185
Cook Specialist II	DJ30	2184
Food Service Technician I	DK60	2194
Food Service Technician II	DK50	2193
Custodian	DC40	2011

17.10 1959 Survivor’s Benefits - Fifth Level

- A. Employees who are members of the 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 MOU for this section.
- B. Pursuant to Government Code section 21581(c), the contribution for employees covered under this new level of benefits will be two dollars (\$2) per month as long as the combined employee and employer cost for this program is four dollars (\$4) per month or less per covered member. If the total cost of this program exceeds four dollars (\$4) per month per member, the employee and employer shall share equally the cost of the program. 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 (2) or more eligible children, or three (3) or more eligible children not in the care of spouse: one thousand eight hundred dollars (\$1800).
 - 2. A spouse with one eligible child, or two (2) eligible children not in the care of the spouse: One thousand five hundred dollars (\$1500).
 - 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 sixty (60): Seven hundred fifty dollars (\$750).

17.11.21 Education Leave: Conversion at Retirement (Unit 21)

The State and the Union agree to the implementation that would allow the conversion of educational leave into retirement service credit under the CalPERS. Upon the retirement of an employee whose educational leave balance was not limited, as specified in article 8.28.21, all of the accrued hours of educational leave will be converted to CalPERS service. This conversion shall be at the same rate of conversion as is presently done with sick leave.

Unused Education Leave for State Members.

Pursuant to Government Code section 20963.1, a Unit 21 employee whose effective date of retirement is within four (4) months of separation from employment of the State, shall be credited at his or her retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the

board by the employer. The provisions of this section shall be effective for eligible State members who retire directly from State employment on and after January 1, 2000, provided a MOU has been agreed on by the State employer and the recognized employee organization to become subject to this section.

17.12.21 Retirement Systems: State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS) (Unit 21)

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

17.13.17 Exclusion of Sustained Superior Accomplishment (Unit 17)

The parties agree that payments made under the sustained superior accomplishment award program will not be considered as compensation for purposes of retirement.

ARTICLE 18 – PERMANENT INTERMITTENTS

18.1 Permanent Intermittents (PI)

- A. Except as otherwise provided in this agreement (e.g. article 22, article 23, etc.), a PI 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 PI employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon Government Code section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department.
- B. SPB rule 277 is one of the many employment alternatives the appointing power may use to fill vacant positions within a competitive selection process. When filling permanent full-time vacancies, a department shall consider eligible permanent intermittent employees within the classification.
- C. Each department may establish an exclusive pool of PI employees based upon operational need.
- D. Each department shall endeavor to provide a PI employee with seven (7) calendar days but in no case less than seventy-two (72) hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- E. Upon mutual agreement, a department head or designee may grant a PI 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.
- F. A PI employee will become eligible for leave credits in the following manner:
 - 1. Sick Leave - A PI employee who has completed one hundred sixty (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 one hundred sixty (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 PI employees shall be in accordance with article 8, section 8.2, Sick Leave.
 - 2. Vacation Leave - A PI employee will be eligible for vacation leave credit with pay on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in article 8, section 8.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (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 PI employee in a lump-sum payment for accumulated vacation leave credits; or
 - b. By mutual agreement, schedule the PI employee for vacation leave; or

- c. Allow the PI employee to retain his/her vacation credits; or
 - d. Effect a combination of a, b, or c above.
 - e. A PI employee will be subjected to the provisions of article 8.1, Vacation/Annual Leave.
3. Annual Leave – A PI employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section 8.1C, on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (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 PI employee in a lump-sum payment for accumulated annual leave credits; or
 - b. By mutual agreement, schedule the PI employee for annual leave; or
 - c. Allow the PI employee to retain his/her annual leave credits; or
 - d. Effect a combination of a, b, or c, above
 - e. A PI employee will be subject to the provisions of article 8.1 Vacation/Annual Leave.
4. Holidays -
- a. A PI employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in article 7 of this Contract in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of article 19.2(B) apply.

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

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

- b. When a PI employee in WWG 2 is required to work on an observed holiday, and the employee works one hundred fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with article 7(G).
5. Bereavement Leave – A PI employee may only be granted bereavement leave in accordance with article 8, section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A PI employee shall not be removed from scheduled work hours because he/she is on bereavement leave.
6. Jury Duty – A PI employee shall only be granted jury duty leave in accordance with section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A PI employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a PI 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.
7. State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.

- 8. Mentoring Leave – A PI employee shall be eligible for Mentoring Leave in accordance with article 8, section 8.17, Mentoring Leave.
- G. Monthly paid PI employees shall be paid by the 15th of each month..
- H. Dental Benefits – A PI employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) 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 PI employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.
- I. Health Benefits – A PI employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) 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 PI employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
- J. Vision Service Plan – A PI 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 four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) 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 PI employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.
- K. PI employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.
- L. Flex/Elect Program – PI employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. PI employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI employees choosing the Cash Option will qualify if they work at least one-half (½) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.
- M. The call-in/scheduling of a PI employee and the hours of work an individual PI employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the PI schedule and record of PI worked per week on an ongoing and weekly basis.
- N. A PI employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their PI employee position by management.
- O. All remaining conditions of employment that relate to the PI employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

18.2.1 EDD PI’s Conversion and Ratio (Unit 1)

The ratio over a fiscal year of EPR/DIPR PI employees to permanent full-time employees within the EDD shall be as follows:

- A. No more than twenty percent (20%) of EPRs in the Job Service Field Division will be PI.
- B. No more than fifteen percent (15%) of DIPRs in the DI Branch will be PI.
- C. No more than ten percent (10%) of EPRs in the Unemployment Insurance Division Adjudication Center, including the Special Claims Office, will be PI.
- D. No more than thirty-five percent (35%) of the EPRs in the Unemployment Insurance Claims Processing Division, which includes the UI Call Centers and Authorization Centers, will be PI.

In the event of a significant economic change which results in a change in workload or a reduction in available resources, EDD will notice the Union of this change so that the parties may meet and confer on the impact.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.1 Hours of Work (Excludes Unit 3, 17, and 21)

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.
- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:
 - 1. The change is due to an unforeseen operational need; or
 - 2. The change is made at the request of the employee.
- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees: State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

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

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

19.1.3 Hours of Work (Unit 3)

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.

- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:
 - 1. The change is due to an unforeseen operational need; or
 - 2. The change is made at the request of the employee.
- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees:
 State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

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

- 1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
- 2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
- 3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
- 4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;
- 5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted.

For Unit 3 employees: partial day absences for medical appointments should be scheduled during on-student contact time unless otherwise authorized by management;

- 6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
- 7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
- 8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

19.1.17 Hours of Work (Unit 17)

The regular workweek of full-time Unit 17 employees shall be forty (40) hours and eight (8) hours per day. Workweeks and workdays of a different number of hours may be scheduled by the State in order to meet the varying needs of the State.

19.1.21 Hours of Work (Unit 21)

- A. Employees in Work Week Group (WWG) 2 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 (1½) times the hourly rate.

2. Compensating time off shall be authorized at one and one-half (1.5) hours for each overtime hour worked.
 3. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least one-quarter ($\frac{1}{4}$) hour at any one time. Overtime will be credited on a one-quarter ($\frac{1}{4}$) hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.
- B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.
 - C. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.41 of Title 29 of the Code of Federal Regulations.
 - D. No employee in a classification assigned to WWG E shall have his/her salary reduced (docked) for absences of less than an entire day.

19.2 Overtime (Excludes Unit 17 and 21)

- A. Overtime is earned at the rate of one and one-half ($1\frac{1}{2}$) times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:
 1. Ordered overtime of at least fifteen (15) minutes at any one time;
 2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the DIR determines that this provision is inconsistent with Labor Code section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.
- C. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.
- D. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee.
- E. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.
- F. CTO for employees shall be earned on a time one and one-half ($1\frac{1}{2}$) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.
- G. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.
- H. Normally, an employee who has an accumulation of two hundred forty (240) hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.
- I. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.
 1. Effective January 31, 2002, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the FLSA. For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.
 2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the

employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on state business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.

3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in I(2) above.

19.2.17 Overtime (Unit 17)

- A. Overtime is defined as any authorized time worked in excess of forty (40) hours per week.
- B. Notwithstanding any other contract provision or law to the contrary, time during which a Unit 17 employee is excused from work because of sick leave shall be counted as hours worked within the workweek for purposes of determining if overtime has been earned.
- C. Payment for authorized overtime may be by cash payment or compensating time off (CTO), at the discretion of the State.
- D. Rate of payment for authorized overtime, whether cash or CTO, shall be at one and one-half (1-1/2) times the regular rate of pay for each hour of overtime worked, or fraction thereof rounded in accordance with the workweek group.
- E. If the State does not schedule CTO within one year from the date the overtime was earned, the State must provide cash payment for the overtime or may, at the request of the employee, extend the time the employee can take CTO. For the purposes of this contract section, authorized overtime is defined as overtime pre-approved by a designated supervisor. When an employee attempts to reach the designated supervisor for approval no later than thirty (30) minutes before the end of his/her shift, in order to request approval for overtime to complete mandated duties, failure of the supervisor to respond to the request or contract within thirty (30) minutes shall be construed as approved overtime authorization. Attempts for authorization must be supported by documentation as determined by departmental policy.
- F. A Unit 17 employee may initiate a request for scheduling CTO which will not be denied without a work-related reason.
- G. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different from employees in the same or similar situations.
- H. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least fifteen (15) minutes at any one time. Overtime will be credited on a one-quarter ($\frac{1}{4}$) hour basis with a full quarter of an hour credit granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- I. In the DMH and DDS an employee shall have the choice of cash or CTO for overtime hours worked. Management shall have the option each fiscal year to compensate employees up to forty (40) hours with CTO. Prior to working overtime, the employee or the employer shall be notified if the overtime is to be paid in CTO. Employees may accrue up to one hundred (100) hours of compensating time off. All hours in excess of the one hundred (100) hour CTO maximum shall be compensated in cash. If cash compensation is paid to an employee for accrued CTO, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Employees shall have the right to hold up to forty (40) hours of accrued CTO exempt from mandatory buyout.

19.3 Rest Periods (Excludes Unit 17 and 21)

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.

- C. Rest periods may not be accumulated nor may they be used to “make-up” time.
- D. If a Unit 15 employee in the CDCR who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.

19.3.17 Rest Periods (Unit 17)

- A. One rest period of fifteen (15) minutes shall be scheduled by the supervisor during each four (4) hour segment worked by the employee. Employees shall be permitted to take breaks except when required to meet an unforeseen business necessity.
- B. A rest period shall not be granted during the first or last hour of the work shift. Rest periods may not be accumulated, nor may they be used for overtime purposes.
- C. With the approval of his/her supervisor, the employee may take the break away from the employee's work area provided the employee is back in the work assignment at the end of the rest period.

19.4 Meal Periods (Excludes Unit 17 and 21)

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

19.4.17 Meal Periods (Unit 17)

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees will be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be determined by the State.
- B. Meal periods shall not be counted as part of total hours worked except for those employees who are required by the State to perform assigned duties or remain at their work station during meal periods. When employees are required to work through their meal period, the State shall either adjust the employee's workweek schedule or credit the employee for the time worked.

19.5 Set Up/Shut Down Time (Excludes Unit 17 and 21)

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

19.5.17 Set Up and Shut Down Time (Unit 17)

Time deemed necessary by the State for Unit 17 employees to set up and shut down a State function shall be included in the work day of such an employee.

19.6.17 Show Up Time (Unit 17)

- A. The provisions of this section shall apply only to Unit 17 employees in WWG 2.
- B. An employee who shows up for work at an assigned starting time and has not been notified by the employer prior to reporting not to so report, shall be guaranteed at least four (4) hours of work or shall be paid a minimum of four (4) hours at the employee's appropriate rate of pay.
- C. When a training session is scheduled on an employee's authorized day off and the training session is canceled without prior notice to the employee, the employee shall be guaranteed at least four (4) hours of work or shall be paid for a minimum of four (4) hours at the employee's regular rate of pay.
- D. When a training session is scheduled on an employee's scheduled work day and outside the employee's scheduled work shift, and the employee is required to attend and the training session is canceled without prior notice, the employee shall be compensated for the actual time from the beginning or end of his/her shift to the notice of cancellation.

19.7.17 Report Preparation Time (Unit 17)

In the twenty-four (24) hour institutions there are numerous reports required by the hospital and/or licensing and/or JACHO accreditation, where applicable. Many of these reports can only be performed by the Unit 17 professional licensed staff. In the interest of allowing Unit 17 employees to do thorough and timely reports, their day shall take into consideration the time necessary to complete these reports.

19.8 Flexible Work Hours (Excludes Unit 14, 17 and 21)

- A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.
- B. Any denial of requests made under subsection A shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.
- C. An "alternate workweek schedule" is a fixed work schedule other than standard work hours. "Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code sections 19996.20 through 19996.29.

19.8.17 Flexible Work Hours (Unit 17)

- A. Departments shall establish policies for flexible work hours and alternate work schedules for Unit 17 employees who desire to participate. It is understood, however, that all Unit 17 employees will comply with any sign-in procedures established by a department. Requests for participation in a flexible work hour or alternative work schedule program shall not be unreasonably denied. At the request of the Union, the departments agree to schedule a meeting at each facility to discuss union proposals related to flexible hours and alternate work schedules, for level of care employees. Additional meetings may be scheduled with mutual agreement.
- B. "Flexible work hours" allow for the change of work schedules on a daily basis. An "alternate work schedule" is a fixed work schedule other than regular/standard work hours.
- C. A regular alternate work schedule shall not exceed twelve (12) hours per work day.
- D. The affected employees shall be surveyed to determine the preferred work schedule. In the instance of a twelve (12) hour day work week schedule, the choice shall be between 6 o'clock to 6 o'clock and 7 o'clock to 7 o'clock. A simple majority vote shall determine which twelve (12) hour schedule will prevail. The State may start the shift at thirty (30) minutes to the hour. The survey shall be jointly conducted by the Union and the department designee. A written tabulation of the results shall be submitted to the Union. Atascadero State Hospital may continue its twelve (12) hour day scheduling program on a pilot basis for the term of this Contract.
- E. Alternate work schedules include, but are not limited to four (4) consecutive ten (10) hour days (also known as "4 ten 40's" and "9 eight 80's") with each week utilizing consecutive days.
- F. Any denial of requests made under this section shall be in writing. In addition, permanent changes or cancellations to flexible work hours, alternate work schedules or reduced work time schedules shall not be made without prior adequate notice of at least thirty (30) calendar days to affected employees.

19.9 Exchange of Time Off - Multi-Shift Operations (Excludes Unit 14, 15, 17, and 21)

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
 - 1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
 - 2. The supervisor(s) approve the exchange; and
 - 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should

time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur during the same workweek.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. No exchange shall result in an employee working double shifts.
- G. For Unit 15 the following special rules apply:
 - 1. All exchanges must occur within the pay period in which the initial exchange was taken, or ninety (90) calendar days from the initial exchange, whichever is greater, and
 - 2. Double shifts will be permitted, consistent with departmental practices.
- H. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- I. This section is not subject to the grievance and arbitration procedure of this Contract.

19.9.15 Exchange of Time Off - Multi-Shift Operations (Unit 15)

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
 - 1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
 - 2. The supervisor(s) approve the exchange; and
 - 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.
- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur within ninety (90) calendar days from the initial exchange.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. Double shifts will be permitted, consistent with departmental practices.
- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is not subject to article 6 of this Contract

19.9.17 Exchange Of Days Off (Unit 17)

- A. Unit 17 employees shall be permitted to exchange hours of work with other employees in the same classification, performing the same type of duties within the same work area(s) provided:
 - 1. The exchange and repayment shall occur within ninety (90) calendar days from date of approval;
 - 2. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
 - 3. The supervisor(s) approves the exchange; and
 - 4. The employee(s) exchanging hours of work shall waive consideration for any additional compensation (e.g., overtime, holiday credit/pay, shift differential) which they would not have otherwise received.
- B. Employees who fail to adhere to the agreed upon conditions of their exchange shall be denied subsequent requests to exchange days off.

19.10 Work In Multiple Time Zones (Excludes Unit 17 and 21)

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

19.11 Call Back Time (Excludes Unit 21)

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

19.11.21 Call Back Time (Unit 21)

- A. An employee in WWG 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 just completed. This does not include prescheduled overtime.
- 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, and the employee is required to attend, the employee shall receive call back compensation. When staff meetings and training sessions are regularly scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.
- E. For all pay and reporting purposes, compensating time begins when the employee reports to the job site.

19.12 Standby Time (Excludes Unit 17 and 21)

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

prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.

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

19.12.17 Standby Pay (Unit 17)

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.
- B. Each department that requires employees to be on standby as defined in section A above shall establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: For every four (4) hours on standby, an employee shall receive one hour of compensating time off.
- D. No standby credit will be earned if the employee is called back to work and receives call back credit. CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

19.13.1 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 1)

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

19.13.4 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 4)

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

19.13.11 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 11)

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

19.13.14 Overtime Assignments for Work Group 2 (WWG 2) Employees (Unit 14)

- A. Overtime will be distributed fairly among employees insofar as circumstances permit. When work in progress requires overtime on a given shift, preference shall be given to the employee or crew doing the work. If the employee or crew performing the work declines the overtime, the State may request qualified and available volunteers by seniority on that given shift prior to assigning overtime. If no volunteers come forward overtime will be assigned to the least senior qualified employee(s) on that shift. Seniority for the purpose of this section is defined as total state service as used to calculate vacation accrual rates.
- B. The first forty (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.

19.13.15 Overtime Distribution for Employees (Unit 15)

- A. Where the use of overtime is prevalent; the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime fairly among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department will provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.
- B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.
- C. The department shall endeavor to refrain from assigning employees mandatory overtime on their regular day off (RDO). For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.
- D. No food service employee will be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a food service employee be required to work more than two (2) double shifts within his/her scheduled workweek, unless mutually agreed to.
- E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or ward or client safety and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.
- F. For purposes of this section, departments may establish a seniority system based on an employee's total seniority in the classification. Ties shall be broken first by total state service and then by lot.

- G. Upon request of the Union, the parties shall meet at the local level to resolve any concerns, regarding the overtime seniority system for Unit 15 employees at the specific facility, institution, or hospital.
- H. The overtime distribution system for Bargaining Unit 15 Correctional Supervising Cooks shall be administered in accordance with the July 3, 2003 memorandum included as Appendix L; Addendum 2.15 of this MOU.

19.13.20 Overtime Scheduling (Unit 20)

- A. The departments recognize and understand the importance of reducing mandatory overtime to Unit 20 employees. To this end, the department will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.
- B. There shall be no mandatory overtime on an employee's RDO or pre-approved day off, except:
 - 1. In an emergency situation such as a natural disaster; or
 - 2. During a state of emergency declared by the State or federal authorities; or
 - 3. During an emergency situation declared by a Warden, Superintendent, Executive Director or designee; or
 - 4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
 - 5. When the employees shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or
 - 6. When all other options have been exhausted.
- C. Except in cases of emergency, or planned program activity employees shall not be required to:
 - 1. Work more than six (6), mandatory overtime shifts of at least two (2) hours of duration in a month; or
 - 2. Work in excess of sixteen (16) continuously in a forty-eight (48) hour period; or
 - 3. Work in excess of two (2) mandatory overtime shift per work week.
- D. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). Through the establishment of such a system, the State will endeavor to reduce the amount of mandatory overtime and number of mandatory holdovers, distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments.
- E. Before an employee is required to work mandatory overtime, a reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to LOC employees for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.
- F. Upon the request of an employee who has been on duty continuously for sixteen (16) hours, the employer shall have the option to:
 - 1. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit if staffing permits.
 - 2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
 - 3. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employees preference.
- G. The CDVA - Yountville agrees to meet with the Union regarding the mandatory overtime policy for the Veteran's Home.
- H. The DDS:
 - 1. Facilities that utilize the red dot-blue dot system for assigning overtime will count time worked, as a result of either a red dot or blue dot assignment, toward the mandatory overtime limitations.
 - 2. At managements discretion all Unit 20 employees at a facility may be included in the mandatory overtime distribution process.
- I. In accordance with section 5.10 (Labor/Management Committees), each department's Labor Management Committee will address overtime issues within this section.

19.14.17 Overtime Scheduling – CDCR (Unit 17)

The CDCR shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

When an overtime assignment becomes available, either expected or unexpected, the CDCR shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 17 (BU 17) nursing staff (by classification) who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments. When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through PI employees, Retired Annuitants, on duty full and part time BU 17 employees, and contract nursing registry, in this order. After these avenues have been exhausted, a BU 17 classification employee may be mandated to work overtime as outlined below.

Voluntary Overtime

- A. BU 17 classification employees shall be assigned voluntary overtime by departmental seniority, on a rotational basis by classification. Seniority scores will be determined by counting one point for each month of full time qualifying service, i.e., from full time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total State service will be used to determine seniority scores.
- B. The CDCR shall establish lists of BU 17 employees by classification in seniority score order. BU 17 employees may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 17 employees shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 17 employees will be provided the same volunteer overtime opportunity once, assuring each BU 17 employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again. (i.e., the rotation will again start at the top of the seniority list and work its' way down.)
- C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 17 employee. If the BU 17 employee arrives to find the position changed or no longer needed, the BU 17 employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 17 employee may choose to leave.
- D. Once a BU 17 employee has signed up for a voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.
- E. A BU 17 RN may "bump" a scheduled registry nurse at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.

Involuntary Overtime

- A. BU 17 employees (by classification) shall be assigned involuntary overtime on a rotating basis by inverse seniority.
- B. Each facility shall establish and maintain an up-to-date list, by inverse seniority of all full and part time BU 17 employees (by classification). Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.
- C. The State will attempt to refrain from assigning mandatory overtime on a BU 17 employee's regular day off (RDO). For the purpose of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO.
- D. It is not the State's intent to mandate BU 17 employees to work involuntary overtime in classifications other than their own. Consistent with that expressed intent, a BU 17 employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. (This expressed intent, however, does not preclude BU 17 employees from volunteering to work overtime in classifications other than their own, when it is appropriate.)
- E. Management shall make every attempt to schedule BU 17 employees:
 - No more than five (5) involuntary overtime shifts per month; or
 - In excess of sixteen (16) hours continuously; or
 - In excess of two (2) overtime shifts within an employee's scheduled work week; or

- More than two (2) consecutive calendar days.
- F. A mandated holdover of two (2) hours or more is considered a mandated overtime.
- G. While on vacation, pre-approved absence, or on full work day absence due to sick leave(*), union leave or state release time, or any other authorized absence from the facility, BU 17 employees will not be considered for mandatory overtime. Upon return to work, the BU 17 employee will return to the involuntary rotation in seniority order.
*This includes instances where an employee was unable to complete their regular shift due to illness and had to be released from duty to go home.
- H. In accordance with article 5.10.17 (Labor/Management Commitment), CDCR's Labor Management Committee will address overtime issues within this article.

19.15.17 Overtime Scheduling (Excluding CDCR) (Unit 17)

- A. The departments recognize and understand the importance of reducing overtime to Unit 17 employees. To this end, the departments will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.
- B. There shall be no mandatory overtime on an employee's RDO or pre-approved day off, except:
1. In an emergency situation such as a natural disaster; or
 2. During a state of emergency declared by the State or federal authorities; or
 3. During an emergency situation declared by a Superintendent, Executive Director or designee; or
 4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
 5. When the employee's shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available.
 6. When all other options have been exhausted.
- C. Except in cases of emergency or planned program activity employees shall not be required to:
1. work more than six (6) mandatory overtime shifts of at least two (2) hours of duration in a month; or
 2. work in excess of sixteen (16) hours continuously in a forty-eight (48) hour period; or
 3. work in excess of two (2) mandatory overtime shifts per work week.
 4. When an employee is required to work twelve (12) to sixteen (16) hours that employee shall not be mandated to work overtime the next calendar day.
- D. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). Through the establishment of such a system, the State will endeavor to reduce the amount of mandatory overtime and number of mandatory holdovers, distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments. The State shall also consider the use of intermittents, in-house registries, or float pools.
- E. Before an employee is required to work mandatory overtime, every reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 17 classifications to work overtime.
- F. Upon request of an employee who has been on duty continuously for sixteen (16) hours, the employer shall have the option to:
1. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit as staffing permits.
 2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
 3. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employee's preference.
- G. The CDVA - Yountville agrees to meet with the Union regarding the mandatory overtime policy for the Veteran's Home.
- H. The DDS:

1. Facilities that utilize the “red dot-blue dot” system for assigning overtime will count time worked, as a result of either a red dot or blue dot assignment, toward the mandatory overtime limitations.
 2. At management’s discretion all RN’s at a facility may be included in the mandatory overtime distribution process.
- I. In accordance with article 5.10.17 (Labor/Management Committee), each department’s labor management committee will address overtime issues within this article.

19.16.14 Shift Changes (Unit 14)

- A. The State shall endeavor to provide employees with thirty (30) calendar advance notice, but not less than ten (10) working 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.
- B. The parties agree that voluntary movement between shifts is always desirable, and to the extent practicable, the filling of vacancies shall be preceded by an announcement, posted for ten (10) working days, opening the available shift for voluntary movement, before filling the position as a “new hire”.
- C. 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.
- D. Shift changes required by emergency situations shall have a life no longer than the emergency that occasioned the change.

19.16.17 Change in Shift Assignment (Unit 17)

- A. The State will provide Unit 17 employees with fifteen (15) calendar days advance notice of permanent shift changes when the change is made at other than the employee’s request. Upon request, the department or its designee will provide the employee with a reason for the shift change. It is the intent of the State not to arbitrarily make temporary shift changes for punitive reasons or to avoid the payment of overtime.
- B. Unit 17 employees wishing to change shifts within a facility or program, if employed in twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, employee skills and abilities, performance and attendance, staffing requirements, and needs of the facility.
- C. Unit 17 employees wishing to change shifts within the same ward or unit, if employed in a twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, performance and attendance, staffing requirements, and needs of the facility.

19.16.21 Shift Change (Unit 21)

- A. Except in emergencies, the State shall provide fourteen (14) calendar days advance notice of permanent shift changes so that the employee has an opportunity to reschedule his/her obligations.
- B. When a department has approved an educational program for an employee and subsequently requires the employee to change his/her shift, as defined above, the department will support the employee’s claim for reimbursement of the nonrecoverable cost of tuition for the educational program, if the shift change requires the employee to discontinue the educational program.

19.17.17 Mixed Shift Work Weeks (Unit 17)

- A. A mixed shift work week is one in which an employee is regularly scheduled to work more than one shift or watch in fulfilling his/her normal forty (40) hour work week schedule.
- B. Within thirty (30) days of receiving a written request from SEIU Local 1000, the State agrees to meet at the local worksite to discuss issues relating to the scheduling of mixed shift work weeks. At these local meetings, the parties shall seriously consider alternative scheduling methods for mixed shift work weeks as well as the following alternatives in lieu of full-time mixed shift work week

assignments: using in-house registries, outside registries and intermittent work. Up to three (3) representatives of the Union shall be released without loss of compensation for these meetings.

19.18.17 Rescinding Approved Time Off (Unit 17)

- A. Approval for the use of accrued compensating time off (CTO), holiday credit, personal holiday, or vacation/annual leave credits shall not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services. The State shall provide advance notice of such cancellation, whenever possible.
- B. When scheduled CTO, holiday time off or vacation/annual leave is rescinded the State shall give priority consideration to the employee's request to reschedule the rescinded time off.
- C. If the employee suffers a financial loss from the cancellation of vacation/annual, holiday time off or CTO time approved in writing, the employee may submit a Board of Control claim for nonrefundable expenditures which can be verified. The department shall support the claim, whenever possible.

19.18.20 Rescinding Approved Time Off (Unit 20)

- A. Approval for the use of accrued CTO, vacation, or annual leave credits will not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services.
- B. When scheduled CTO, vacation, or annual leave is rescinded, the State shall give priority consideration to the employee's request to reschedule the rescinded time off.
- C. If the employee suffers a financial loss from the cancellation of CTO, vacation or annual leave that has been approved in writing, the employee may submit a Victim Compensation and Government Claims Board claim for non-refundable expenditure which can be verified. The employer will support the claim.

19.19.3 Work Week Group 4C (WWG 4C) to Work Week Group (WWG) E or SE Agreement (Unit 3)

The State of California (DPA), EMPLOYER and SEIU, Local 1000, UNION, as the exclusive representative for Bargaining Unit 3 (Education and Library), hereby agree that:

- A. In the current agreement between the parties (7/1/99 to 7/2/01), the parties agreed to place all Unit 3 employees in WWG 4C.
- B. Section 19.1, paragraphs A through D, generally describe hours of work for State employees. However, section 19.1, paragraph F, WWG Policy FLSA – Exempt/Excluded employees specifically describe the provisions of the workweek group designation specified in A Above.
- C. In February 2000, in order to be consistent with the structure of the Fair Labor Standards Act (FLSA), the Employer changed the name of WWG 4C to either E or SE.
- D. However, in Unit 3, all employees designated E or SE remain covered by section 19.1, paragraph F regardless of E or SE designation.
- E. The parties agree that clarifying the existing provisions of the Unit 3 contract in article 19, Hours of Work and Overtime, will be a priority during successor contract negotiations.
- F. The Employer shall distribute this Agreement to all affected departments within ten (10) days of signature by the parties.

19.19.17 Work Week Group (WWG) Definitions (Unit 17)

- A. WWG "2" applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as: "all hours worked in excess of forty (40) hours in a period of one hundred sixty-eight (168) hours or seven (7) consecutive twenty-four (24) hour periods."
- B. WWG "E" includes classes that are exempted from coverage under the FLSA because of the "white-collar" (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test. Consequently, WWG "E" applies to classes and positions with no minimum or maximum number of hours in an average workweek. Exempt employees are paid on a "salaried" basis, and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to eight (8) hours holiday credit when ordered to work on a holiday. A "salaried" employee may not receive any form of overtime compensation, whether formal or informal.
- C. WWG "SE" applies to those positions that under the FLSA are statutorily exempted, (physicians, attorneys, and teachers) from coverage.

19.19.21 Work Week Group E - Policy (FLSA-Exempt) (Unit 21)

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

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

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

19.19.21(a) Guidelines for Applying Work Week Group (WWG) E Policy (Unit 21)

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

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

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

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

are necessary in terms of effort, time, and/or changing priorities to meet the changing expectations of the supervisor.

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

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

You will note that in the paragraphs above, while times for consultation, etc. were discussed, there was little mention made of any sort of fixed hours or work schedule, except in the one hypothetical example in the last paragraph. This approach is in keeping with the WWG E concept since it avoids the notion that the employee is required to work a fixed work schedule. This is, in fact, the basic concept of the WWG E work week group policy and is what distinguishes it from WWG 2. Fixed work schedules that are not based on actual operational needs are not appropriate to the WWG E policy. While it is true that the typical business hours of most State agencies and offices is from 8:00 a.m. to 5:00 p.m., Monday through Friday, this does not translate into requiring an 8:00 a.m. to 5:00 p.m. or other fixed schedule for all employees. While it may, in fact, be necessary for a particular WWG E employee to generally work a schedule that appears to follow the 8:00 a.m. to 5:00 p.m. regime, this should only occur because the work being performed dictates such a schedule. If in fact the work need not be performed during those specific hours, there is no operational need to require those specific hours, or any other specific hours for that matter. Counting hours is antithetical to the WWG E concept. Supervisors should be aware that it is not the time spent in the office, or even the time spent in the actual performance of duties that should be the subject of evaluation of an employee. Rather, the quality of work performed, the work product itself and the fulfillment of professional duties should be the focus of evaluation. If there are deficiencies in these areas, the corrective action/adverse action procedures should be followed.

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

19.20.11 Double Backs – Department of Food and Agriculture (Unit 11)

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

19.21.11 Standby Duty – Department of Fish and Game (DFG) (Unit 11)

- A. Standby duty is defined as the time that an employee is required to remain on the DFG hatchery grounds during non-work hours for immediate response to duty or to emergencies that may arise.
- B. Affected employees are those who are assigned to WWG 2 who reside in State-owned housing at DFG hatcheries, and are required to perform standby duty at the fish hatcheries.
 - 1. While on standby duty, employees shall receive standby compensation at the rate of two hours of compensating time off for fifteen (15) hours of standby duty. If an employee does not complete the fifteen (15) hours of standby duty, the DFG shall pro-rate the compensation earned in accordance with departmental procedure.
 - 2. Where compensating time off is not practical, the appointing authority may authorize cash compensation. Required work in excess of the minimum work week is compensable as overtime in accordance with the basic workweek group that the particular class and position is allocated to, except for the time on standby duty.
 - 3. When an employee is called back while on standby duty, the employee shall not lose standby duty pay as a result of earning call back credit pursuant to article 19.11 (Call Back Time).
 - 4. Employees on any approved leave shall not be required to work standby duty.

19.22.14 Rest Periods (Unit 14)

- 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.
- B. Notwithstanding section A above, Unit 14 employees who choose and have management approval to work a straight eight (8) hour shift, may be granted one thirty (30) minute break in lieu of the two (2) breaks described in section A.
- C. An additional five (5) minute break per continuous hour of work on a computer shall be granted.

19.23.15 Sliding Six, Six/Two (6/2) Schedules or Variations Thereof (Unit 15)

Upon written request from the Union, the State will meet and confer with the Union to abolish the "Sliding Six or Six/Two (6/2)" rotation cycle and establish a fixed day off schedule. The Union's request to meet and confer must be specific to the individual institution.

19.24.17 Floating (Unit 17)

Floating of Unit 17 staff may be utilized to avoid and/or minimize mandatory overtime assignments. Those programs where it is determined that special client/patient care is required (e.g., SNF, ICU), Unit 17 employees will be provided appropriate orientation prior to the start of the assignment. Where necessary and practical, a mentoring assignment will be made. The facility will attempt to float between program/unit with similar client/patient needs. Registered Nurses shall not be floated to replace a non-licensed function.

19.25.17 Travel Time (Unit 17)

Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by WWG 2 shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

19.26.17 Workweek Correctional Institutions (Unit 17)

- A. Notwithstanding any other provisions of this article, any Unit 17 employee desiring to work an alternate number of hours during the workweek (i.e., twelve [12] hour shifts) will do so with the understanding that overtime shall be computed on a forty (40) hour work week. Hours worked in excess of the pay period due to an employee's normal work schedule will be treated as excess hours.
- B. Vacation and sick leave (or annual leave) hours will continue to be accumulated in accordance with article 8 (Leaves). Vacation and sick leave (or annual leave) hours used will be charged based on an employee's scheduled work shift.
- C. A maximum of eight (8) hours shall be credited for each holiday and personal holiday earned.

19.27.20 Special Schools Calendar (Unit 20)

- A. The Superintendent of a State Special School shall obtain input from Unit 20 employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to adoption of the calendar.
- B. Upon the adoption of an academic calendar the State Special Schools shall provide a copy of the academic calendar to Unit 20 Special School employees.

19.28.21 Reduced Work Time (Unit 21)

Employees who voluntarily reduce their work time pursuant to the Reduced Worktime Act, shall have right of return to full-time employment pursuant to Government Code section 19996.24 and DPA rule 599.836.

19.29.21 Release Time for Commercial Driver's License Examination (Unit 21)

- A. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:
 - 1. The employee is required to have the designated commercial driver's license and endorsement(s);
 - 2. The examination is scheduled during the employee's scheduled work hours;
 - 3. The examination does not interfere with operational needs of the department; and
 - 4. The employee has a valid current medical certification, acceptable to DMV.
If medical certification provided by a department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
- B. Upon ten (10) work days notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.
- C. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

ARTICLE 20 – POST AND BID

20.1.1 Employment Development Department (EDD) Post and Bid Agreement (Unit 1)

Hiring for Employment Program Representative (EPR) and Disability Insurance Program Representative (DIPR) permanent full-time positions in the EDD will be based on the following:

Effective Date: The Post and Bid Agreement is effective upon date of ratification.

Termination Date: This agreement shall remain in effect Date: This agreement shall remain in effect until July 2, 2003 except as follows: section 15.4.1 of the Unit 1 collective bargaining agreement approved by the Legislature and Governor through Senate bill 728, Stats. 2002 shall replace this agreement within sixty (60) days of when the judgment and writ of mandate in Sacramento Superior Court Case No.

02CS00787 is stayed or overturned on appeal, and it shall remain in effect for the remaining term of the Contract.

A. General Provisions

1. When EDD decides to fill vacant EPR or DIPR positions, vacancies will be announced on the Career Opportunity Bulletin Board (COBB) using a ratio of fifty percent (50%) by post and bid and fifty percent (50%) by other hiring methods. Human Resource Services Division (HRSD) will be the single point of contact in receiving all "Request for Position Action" documents. A system will be developed by HRSD to ensure fair application of the 50-50 ratio.
2. The EDD reserves the right to exempt placements from this section where there are clearly articulated operational needs. Positions subject to SROA or layoff lists, and safety transfers, Americans with Disabilities Act (ADA) reasonable accommodation requests, etc. shall come out of the department's fifty percent (50%) and thus are not available for this post and bid process. The EDD will provide a report monthly to the Union, indicating the number of exempt placements by category. Individual employee hardship transfer requests will be determined by management based on the compelling nature of the request. As used in this section, compelling is defined as: Requests to maintain the unity and continuity of the employee's immediate family unit. Examples include but are not limited to:
 - (a) Marriage;
 - (b) Move to a new area to accompany a spouse or domestic partner who has changed the location of his or her employment;
 - (c) Documented need to provide care for a family member where a change of employee's residence is required;
 - (d) Documented circumstances which require the employee to leave the area to avoid physical harm or injury at the hands of an abusive spouse, family member or other individual; or
 - (e) Employee's legal obligation requiring that he/she relocate to another area.
3. Each employee is responsible for checking the posting of positions on the COBB.
4. Employees being reassigned under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
5. EPRs shall be eligible to bid on DIPR positions. DIPRs shall be eligible to bid on EPR positions.

B. Eligibility to Participate in Post and Bid

1. Employees must be currently employed by EDD, either in the EPR or DIPR classification and have permanent civil service status in the class.
2. The PI employees must either meet the requirements of Rule 277, or have reinstatement rights to a permanent position, to be eligible to participate in the post and bid process.
3. Bidders must meet all requirements of the posted position, including any special requirements (e.g., language skills, Veterans status, etc.).
4. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
5. For the twelve (12) calendar months preceding onset of the bid process an employee who has an adverse personnel action which relates to the employee's job performance will be precluded from participation in the bid process.

C. Seniority Provisions

1. For the post and bid process, seniority is defined as total months of State service. When two (2) or more employees apply for a specific position and have equal State seniority, the tie shall be broken in the following order: total months of service with EDD, then total in-class seniority, then by lot.
2. The EDD shall provide a combined seniority list of EPRs and DPRs every February 15th, (reflecting seniority information current as of January 1) and every August 15th (reflecting seniority information current as of July 1st). This information will be provided on a computer disk to SEIU Local 1000.
3. EDD will distribute the seniority list defined above at each worksite employing EPRs and DPRs.

4. The list above as modified by any successful protest(s) shall be the sole determinants of seniority for post and bid selections during the respective bidding periods.
- D. Posting Process
1. The EDD shall post vacancies on the COBB, consistent with current practice, for ten (10) calendar days. This posting shall state the following:
 - The opening date and closing date and time to apply for the vacancy;
 - The location of the vacancy;
 - Description of the vacant position including the duties, responsibilities and requirements of the position.
 - The Single Point of Contact (HRSD) to whom the bid is to be sent; and
 - Whether the position is to be filled by post and bid or by other hiring methods.
 2. The EDD shall provide SEIU Local 1000 with a copy of the COBB posting at the same time they are distributed on the COBB.
- E. Bidding Process
1. For post and bid positions, the employee must submit his/her bid for a vacant position on a form provided by EDD.
 2. Employees who have been selected through the post and bid process are precluded from bidding on any position for a period of one year from the date they were finally "awarded" a position.
- F. Post and Bid Selection Process
1. The most senior eligible employee meeting the requirements as described in the Eligibility To Participate in Post and Bid section, supra, will be selected for a position.
 2. The tentative "awarding" of the position will be announced on the COBB within five (5) working days after the bidding process is closed. The notice will include the employee's name and seniority score.
 3. The protest period will be three (3) working days from the date the tentative "award" is posted on the COBB. Employees selected under the terms of this section shall have eight (8) working days after the bidding process is closed in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor.
 4. The final award will be announced on the COBB within five (5) working days from the end of the protest period.
 5. The employee will be expected to report to his/her new position on a date selected by EDD. Consideration will be given to employee and management needs in selecting the reporting date. The reassignment must be completed within sixty (60) days of the date the employee accepted the award.
 6. Employees who bid on the position shall not be required to interview for the position.
- G. Miscellaneous Provisions
1. The EDD will provide training deemed necessary by EDD for the employee to be successful in the new job.
 2. Whenever no bids are submitted for a position opening or whenever no employee submitting a bid is eligible for appointment to the position, EDD shall select an employee to fill the position through other hiring methods.
 3. The EDD shall retain the bids for a period of twelve (12) months. During this period, the bids shall be available for inspection by the Union representatives, who may request a copy.
 4. All awardees are entitled to a thirty (30) day trial period, during which time employees can opt to return to their former position as defined in Government Code section 18522.

20.2.1 Pilot Post and Bid (Unit 1)

This Pilot program expired with the 2003/2005 MOU on June 30, 2005 and is no longer applicable. However, the parties agree to retain the provision as an instructional guide in meeting the terms of the September 15, 2005 Arbitration Settlement Agreement between the parties regarding grievances 04-01-0218, 04-04-0218, and 04-11-0026. Any disputes of the Settlement Agreement regarding implementation and/or completion shall be processed according to the process outlined in the Settlement Agreement.

In regard to Post and Bid, section 15.3.1, if any party pursues legal action regarding the constitutionality of this section, the State and the Union agree to jointly participate in the defense against any litigation.

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

This section shall remain in effect for the term of the Contract except as follows: section 15.3.1 of the Unit 1 collective bargaining agreement approved by the Legislature and Governor through Senate Bill 728, Stats. 2002, shall replace this agreement within sixty (60) days of when the judgment and writ of mandate in Sacramento Superior Court Case No. 02CS00787 is stayed or overturned on appeal, and it shall remain in effect for the remaining term of the Contract. Should the Court of Appeals only partially invalidate section 15.3.1 in Case No. 02CS00787, the Saving Clause in article 5, section 5.4 shall be operative.

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

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

Class Code	Classification	Department
5284	Associate Budget Analyst	Dept. of Education
8690	Business Tax Representative	Board of Equalization
4177	Accountant I, Specialist	Dept. of Corrections
9485	Apprenticeship Consultant	Dept. of Industrial Relations
9210	Workers' Compensation Consultant	Dept. of Industrial Relations
4640	Environmental Planner	Dept. of Transportation
4101	Financial Institutions Examiner	Dept. of Financial Institutions
9513	Fair Employment & Housing Consultant I	Dept. of Fair Employment & Housing
9511	Fair Employment & Housing Consultant II	Dept. of Fair Employment & Housing
1360	Information Systems Technician	Franchise Tax Board
1353	Computer Operators	Franchise Tax Board
5278	Management Services Technician	All departments, excluding EDD
4582	Accounting Analyst	State Controllers Office
5203	Retirement Program Specialist I	CalPERS
5373	Public Participation Specialist	DHS Toxic Substance Control
8001	Health Facilities Evaluator I	Dept. of Health Services
7127	Business Enterprise Consultant I	Dept. of Rehabilitation
8662	Patient Benefit & Insurance Officer I	Veterans Affairs
1303	Personnel Specialist	All departments, excluding EDD
4546	Accounting Officer	CA State Lottery
4177	Accountant I	CA State Lottery
4588	Associate Accounting Analyst	CA State Lottery
1787	Key Account Specialist, CA State Lottery	CA State Lottery
9069	Marketing Specialist, Lottery	CA State Lottery
9067	Marketing Analyst I	CA State Lottery
9068	Marketing Analyst II	CA State Lottery
0684	Fruit & Vegetable Quality Control Inspector	Dept. of Food & Agriculture

Staff Services Analyst and the Associate Governmental Program Analyst will be added upon completion of the class study. If the study is not done by June 30, 2004, the State and the Union shall meet to jointly pick classes to be added with an approximately equal number of employees. If other classes are chosen, the Staff Services Analyst and the Associate Governmental Analyst will not be added to Post and Bid.

The state may consider additional classes to be added by June 2004.

A. Eligibility to Bid

1. To be eligible to bid employees must already be employed by the department with the posted position and meet one of the following:
 - a. Currently have permanent full-time civil service status in the same civil service classification as the posted position; or
 - b. Currently have PI civil service status in the same civil service classification as the posted position and meet the eligibility criteria for a time base change under SPB rule 277.
5. Employees who are on probation or on an official Training and Development (T&D) assignment are not eligible to bid.
6. Employees must meet the qualifications stated on the bid notice and possess the physical abilities to perform the essential functions of the posted position.
7. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's job performance shall be deemed satisfactory.
8. For the twelve (12) calendar months preceding onset of the bid process, an employee who receives an adverse action which relates to the employee's job performance will be precluded from participation in the bid process.
9. An employee who successfully bids pursuant to this section is precluded from bidding on any position for a period of twelve (12) months from the date appointed to the position. When an employee has two (2) or more bids pending and accepts an offer, all outstanding bids shall be deemed withdrawn. The employee shall notify the contact person(s) for those outstanding bids.
10. An employee who declines the offered position pursuant to this section is precluded from bidding on any position for a period of three (3) months from the date the position was declined.

B. Exclusions

4. Mandatory Placement: This article shall not apply when an employee must be placed by mandatory reinstatement, placement of employee subject to layoff, SROA/Surplus lists, proper placement such as but not limited to, reasonable accommodations, ADA, workers compensation, limited duty, FMLA, hardship transfer.
5. This article does not preclude management from transferring employees or denying an employee's transfer for verifiable security, safety or other job related reasons (e.g., restraining orders, violence in the workplace, court orders).
6. The State reserves the right to assign/reassign employees where needed, under certain circumstances, such as, but not limited to emergencies, reorganizations, budgetary constraints or extreme operational needs. This section shall not be used to circumvent the Post and Bid process.
7. The above exclusions do not count as part of the 50%/50% ratio.

C. Bid Notice Posting

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

D. Bid notices shall at a minimum include:

1. The classification of the posted position;
2. Department, section and geographic location;
3. A statement of duties outlining:
 - a. The duties of the position;
 - b. Required technical and professional skills and abilities;
 - c. Any educational or certificate requirements;
 - d. The physical abilities required to perform the essential functions of the posted position; and
 - e. Any specific departmental requirements, including, but not limited to bonding, fingerprinting, background checks, medical clearances.
4. The final date by which bids must be received;

5. Locations where bid forms may be acquired;
 6. The personnel office or designated location to which the bids are to be submitted;
 7. The name, telephone number and e-mail address of a departmental contact person who can provide additional information about the position;
 8. The window period in which an employee needs to be available for contact; and
 9. Any differentials that may apply to the position or a statement that no differentials exist.
- E. Bid Submittal
Eligible employees may bid for posted positions by submitting a completed bid form provided by the department. Bid forms must be received on or before the date specified in the posted bid notice.
- F. Seniority
1. For purposes of this section "seniority" is defined as total months of State service as used for vacation/annual leave accrual purposes. When two (2) or more employees apply for a specific position and have equal State service seniority, the tie shall be broken as follows: total months of State service within the department of the posted position, then by lot.
 2. Seniority will be based on the employee's seniority as of the beginning of December 2002 pay period. A new seniority list shall be calculated each December thereafter.
 3. The seniority list shall be made available upon request to all employees.
 4. Any challenge to an employee's seniority score must be filed within thirty (30) calendar days of the list becoming available.
 5. The seniority list, as modified by any successful challenge, shall be the sole determinant of seniority for Post and Bid selections until a new list is developed.
- G. Selection
1. All bidders must satisfy the eligibility to bid criteria in subsection A.
 2. Selection will be based on the departmental geographic area (geographic region, institution, program, division, etc.). The most senior bidder, if any, within the departmental geographic area shall be offered the position. If no employee from the departmental geographic area bids, then the most senior bidder in the department shall be offered the position.
 3. If the most senior bidder within the appropriate pool declines the position, then the procedure continues by offering the position to the next most senior bidder until there are no bidders left. When there are no bidders left, management may then fill the posted position through any other means. Positions filled by any other means count as if filled by the Post and Bid procedure.
 4. The individual selected under the terms of this article shall have a maximum of five (5) workdays from date of contact to accept or reject the offer unless the appointing power agrees to more time. Failure to respond to the contact person within the time frame allowed shall be considered a rejection of the offer by the employee.
 5. The individual selected will be expected to report to the new position in no less than fourteen (14) calendar days unless agreed otherwise by the current and hiring supervisor. The start date must be effective within thirty (30) calendar days of the date the employee accepted the position. If a position requires additional hiring approval, such as, but not limited to, medical clearance, fingerprinting, bonding, or background checks a conditional job offer will be made and the report date will be established based on approved clearance dates.
- H. Bidding employees who accept appointments waive any and all rights to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses in whole or in part at management's discretion.
- I. The department will notify all bidders of the bid award in writing, including name, seniority score and pool of the winning bidder within five (5) days of awarding the bid.
- J. Thirty (30) Day Trial Period
Within thirty (30) days of appointment:
4. All successful bidders have the right to a "no-fault" return to their former position (as defined in Government Code section 18522).
 5. Management reserves the right to return a successful bidder to their former position (as defined in Government Code section 18522) for verifiable reasons. Such return shall be "no-fault" and the position shall be re-bid. The employee's right to bid shall be restored.
- K. Dispute Resolution
Employees who dispute the appropriateness of the bid award for the posted position may file a written protest. The protest shall be filed within five (5) workdays after receipt of the notification provided

under section I, above. Protests shall be filed with the Post and Bid Joint Resolution Committee, on a form provided by the department.

The selected bidder's appointment date will be put on hold. The Post and Bid Joint Resolution Committee has ten (10) workdays to issue a decision in writing to the person filing the dispute. The Post and Bid Joint Resolution Committee shall be comprised of two (2) persons appointed by the appointing authority/department that has the position and two (2) persons appointed by the Union respectively. Disputes will be resolved by a majority vote. A tie will be broken by lot. If the decision is found in the favor of the complainant, the selected bidder will be notified and the decision will be final and not precedential.

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

20.2.4 Pilot Post and Bid Program (Unit 4)

This pilot program expired with the 2003/05 MOU on June 30, 2005 and is no longer applicable. However, the parties agree to retain the provision as an instructional guide in meeting the terms of the September 15, 2005 arbitration settlement agreement between the parties regarding grievances 04-01-0218, 04-04-0218, and 04-11-0026. Any disputes of the settlement agreement regarding implementation and/or completion shall be processed according to the dispute resolution process outlined in the settlement agreement.

In regards to Post and Bid, section 20.3.4, if any party pursues legal action regarding the constitutionality of this section, the State and the Union agree to jointly participate in the defense against any litigation.

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

This section shall remain in effect for the term of the Memorandum of Understanding (MOU) except as follows: Sections 15.3.4 (now 20.3.4) of the Unit 4 collective bargaining agreement approved by the legislature and Governor through Senate Bill 728, Stats., 2002, shall replace this agreement within sixty (60) days of when the judgment and writ of mandate in Sacramento Superior Court Case No. 02CS00787 is stayed or overturned on appeal and it shall remain in effect for the remaining term of the MOU. Should the Court of Appeals only partially invalidate section 20.3.4 in Case No. 02CS00787, the Savings Clause in article 5 shall be operative.

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

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

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

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

- A. Eligibility to Bid

1. To be eligible to bid employees must already be employed by the department with the posted position and meet one of the following:
 - a. Currently has permanent full time civil service status in the same civil service classification as the posted position; or
 - b. Currently has PI civil service status in the same civil service classification as the posted position and meets the eligibility criteria for a time base change under SPB rule 277.
2. Employees who are on probation or on an official training and development assignment are not eligible to bid.
3. Employees must meet the qualifications stated on the bid notice and possess the physical abilities to perform the essential functions of the posted position.
4. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
5. For the twelve (12) calendar months preceding onset of the bid process, an employee who receives an adverse action which relates to the employee's job performance will be precluded from participation in the bid process.
6. An employee who successfully bids pursuant to this section is precluded from bidding on any position for a period of twelve (12) months from the date appointed to the position. When an employee has two (2) or more bids pending and accepts an offer, all outstanding bids shall be deemed withdrawn. The employee shall notify the contact person(s) for those outstanding bids.
7. An employee, who declines the offered position pursuant to this section, is precluded from bidding on any position for a period of three (3) months from the date the position was declined.

B. Exclusions

1. Mandatory Placement: This section shall not apply when an employee must be placed by mandatory reinstatement, placement of employee subject to layoff, SROA/Surplus Lists, proper placement such as but not limited to, reasonable accommodations, ADA, worker's compensation, limited duty, FMLA, hardship transfer.
2. This section does not preclude management from transferring employees or denying an employee's transfer for verifiable security, safety, or other job related reasons (e.g., restraining orders, violence in the workplace, court orders).
3. The State reserves the right to assign/reassign employees where needed, under certain circumstances, such as, but not limited to emergencies, reorganizations, budgetary constraints or extreme operational needs. This section shall not be used to circumvent the Post and Bid process.
4. The above exclusions do not count as part of the 50/50 ratio.

C. Bid Notice Posting

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

D. Bid Notices Shall at a Minimum Include:

1. The classification of the posted position;
2. Department, section and geographic location;
3. A statement of duties outlining:
 - a. the duties of the position;
 - b. required technical and professional skills and abilities;
 - c. any educational or certificate requirements;
 - d. the physical abilities required to perform the essential functions of the posted position; and
 - e. any specific departmental requirements, including, but not limited to bonding, fingerprinting, background checks, medical clearances;
4. The final date by which bids must be received;

5. Locations where bid forms may be acquired;
6. The personnel office or designated location of which the bids are to be submitted;
7. The name, telephone number and e-mail address of a departmental contact person who can provide additional information about the position;
8. The window period in which an employee needs to be available for contact; and
9. Any differentials that may apply to the positions or a statement that no differential exist.

E. Bid Submittal

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

F. Seniority

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

G. Selection

1. All bidders must satisfy the eligibility to bid criteria in subsection A.
2. Selection will be based on the departmental geographic area (geographic region, program, division, etc.). The most senior bidder, if any, within the departmental geographic area shall be offered the position. If no employee from the departmental geographic area bids, then the most senior bidder in the department shall be offered the position.
3. If the most senior bidder within the appropriate pool declines the position, then the procedure continues by offering the position to the next most senior bidder until there are no bidders left. When there are no bidders left, management may then fill the posted position through any other means. Positions filled by any other means count as if filled by the Post and Bid procedure.
4. The individual selected under the terms of this section shall have a maximum of five (5) workdays from date of contact to accept or reject the offer unless the appointing power agrees to more time. Failure to respond to the contact person within the time frame allowed shall be considered a rejection of the offer by the employee.
5. The individual selected will be expected to report to the new position in no less than fourteen (14) calendar days unless agreed otherwise by the current and hiring supervisor. The start date must be effective within thirty (30) calendar days of the date the employee accepted the position. If a position requires additional hiring approval, such as, but not limited to, medical clearance, fingerprinting, bonding, or background checks a conditional job offer will be made and the report date will be established based on approved clearance dates.

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

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

J. Thirty (30) Day Trial Period

Within thirty (30) days of appointment;

1. All successful bidders have the right to a “no-fault” return to their former position (as defined in Govt. Code section 18522).
2. Management reserves the right to return successful bidders to their former position (as defined in Government Code section 18522) for verifiable reasons. Such return shall be “no-fault” and the position shall be re-bid. The employee’s rights to bid shall be restored.

K. Dispute Resolution

Employees who dispute the appropriateness of the bid award for the posted position may file a written protest. The protest shall be filed within five (5) work days after receipt of the notification provided under section I above. Protests shall be filed with the Post and Bid Joint Resolution Committee, on a form provided by the department. The selected bidders appointment date will be put on hold. The Post and Bid Joint Resolution Committee has ten (10) work days to issue a decision in writing to the person filing the dispute. The Post and Bid Joint Resolution Committee shall be comprised of two (2) persons appointed by the appointing authority/department that have the position and SEIU Local 1000 respectively. Disputes will be resolved by a majority vote. A tie will be broken by lot. If the decision is found in the favor of the complainant, the selected bidder will be notified and the decision will be final and not precedential.

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

20.3.11 Post and Bid Program (Unit 11)

In regards to Post and Bid, section 15.3.11, if any party pursues legal action regarding the constitutionality of this section, the State and the Union agree to jointly participate in the defense against any litigation.

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

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

A. When Post and Bid Applies

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

etc.); involuntary transfers in lieu of geographic relocation; promotions in place*; or an eligible employee who must be provided a reasonable accommodation.

*Promotion in place: Management shall have the option to promote employees in place without using Post and Bid provisions. For the purposes of this section, promotion in place is defined as 1) there is no true vacancy; and 2) there is no change of position, assignment, or supervisory/subordinate relationship of the employee; 3) the promotion is clearly identified as typical in cases where the employee is to move to the next higher series.

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

B. Bid Notice Posting:

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

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

C. Eligibility to Bid:

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

1. Status in Class:
 - a. The employee must already be employed by the department with the posted position and:
 - b. Currently have permanent full-time civil service status in the same civil service classification as the posted position; or
 - c. Currently have permanent intermittent civil service status in the same civil service classification as the posted position and meet the necessary criteria under SPB rule 277 for such a time-base change.
2. Acceptable Level of Performance: Unless expressly waived by management in conjunction with a particular position and employee, employees must have satisfactorily performed the duties of their position during the twelve (12) month period before bids are due. Employees shall be deemed to have performed satisfactorily if they received an overall rating of "satisfactory" on an annual performance evaluation or probationary report during the same twelve (12) month period and they received no intervening counseling and/or corrective memos. If an employee did not receive a written performance evaluation during the twelve (12) month period before bids are due (e.g., annual evaluation), the employee shall be deemed to have performed satisfactorily unless s/he received a counseling and/or corrective memo during the same twelve (12) month period.

3. Disciplinary Action: Employee must not have received a formal disciplinary action as specified in Government Code section 19572 within the twelve (12) months of when bids are due.
 4. Other Restrictions: An employee may be denied the right to bid for specific positions under this program for reasons related to safety, security or for other job related reasons (e.g., to avoid violating nepotism policies or where the appointment would pose a demonstrable threat to the health and safety of any employee).
- D. Additional Bids
1. An employee who successfully bids pursuant to this section shall not be eligible to bid for another position for twelve (12) months following the employee's bid appointment effective date.
 2. When an employee has two (2) or more bids pending and s/he accepts an offer as the result of one of the bids, the employee shall immediately withdraw all outstanding bids.
- E. Bid Submittal
1. Eligible employees may bid for posted positions by submitting a form specified on the notice inviting bids as specified by the hiring department (appointing authority). Bid forms shall be postmarked or fax stamped on or before the date specified in the posted bid notice.
 2. It is the responsibility of the employee to provide the employer with an alternate means of notification if the employee is unavailable (i.e., vacation) anytime during a thirty (30) day period following the close of the bidding period.
- F. Seniority
- For purposes of this section "seniority" is defined as one point for each qualifying month of State service as used for purposes of determining leave (e.g., vacation) accrual. If an employee believes there is an error in the computation of the employee's seniority points, s/he shall provide documentation and request correction through the department personnel office. If two (2) or more employees are tied for most senior then the following shall be used in the order shown until the tie is broken:
1. Most qualifying pay periods in the department with the vacancy;
 2. Most qualifying pay periods in the classification of the vacancy;
 3. Coin flip.
- G. Selection
- When management decides to fill a vacancy:
1. The most senior timely bidder who satisfies the eligibility criteria shall be offered the position. Management may contact, meet with and/or make inquiries to ensure that bidders satisfy the eligibility criteria and understand the objective qualifications. If the most senior bidder is ineligible or disqualified for any reason listed in subsection C above, that bidder will be notified of the ineligibility or disqualification at the time the selection is announced.
 2. If the most senior employee offered the position declines the offer and there are remaining bidders who qualify, then the second most senior employee shall be offered the position until there are no remaining bidders who qualify.
 3. Employees offered positions pursuant to this subsection shall have a maximum of three (3) working days to accept or reject the offer unless the appointing power agrees to more time. Failing to respond within three (3) working days after being contacted (or longer as agreed to by the appointing power) may be deemed a rejection of the offer by management.
 4. The winning bidder shall report for work on the start date listed in the bid notice. The start date may be altered by mutual agreement.
 5. Once a position is awarded, management shall notify all bidders in writing that the position has been awarded, identifying the successful bidder and how many qualifying months of state service the successful bidder possesses.
 6. Within thirty (30) days of appointment under this procedure, all employees have the right to return to their former position (as defined in Government Code).
- H. Other Related Matters
1. Bidding employees who accept appointments waive any and all right to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses at management's discretion.
 2. Nothing in this provision will prevent management from posting positions, and simultaneously beginning other methods to solicit applicants (e.g., sending contact letters out to employees

on promotional lists), so no time is lost in filling the positions should, for example, there be no bidders. Such solicitation shall include the notice that the position is subject to post and bid process

20.4.15 Post and Bid Procedure for Vacant Positions (Unit 15)

A. Post and Bid Procedure for Vacant Positions – DGS

Key Definitions

Vacancy: A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding. Post and Bid shall be implemented in local management units that have full-time employees in the same class and where a variety of work schedules (days off, shifts, etc.) exist.

Permanent full-time status employee: A full-time employee who has successfully passed probation in their current classification in the DGS.

Post and Bid Request form: The written request form provided by respective DGS offices and completed by the permanent full time status employee requesting to be reassigned to any statewide local management unit position/assignment in their current classification. Request must be submitted during the annual thirty (30) calendar day open period, October 1 through October 31. Requests shall be kept on file for twelve (12) months, or until an employee is placed under these provisions.

Local Management Unit-DGS: Management units that meet the Unit 15 Post and Bid criteria are the following work locations:

Fresno	Sacramento	San Jose
Los Angeles/Van Nuys	San Bernardino/Riverside	Santa Ana
Oakland	San Diego	Santa Rosa
Redding	San Francisco	Stockton

Seniority: Seniority is determined by permanent full-time status employees with the greatest amount of continuous statewide seniority in class. In the event of a tie in the seniority scores, the tie shall be broken using (1) total statewide service seniority; (2) departmental seniority; (3) by lot.

Seniority Post and Bid Lists: The local management unit lists of employees who have submitted a Post and Bid Request form, compiled in seniority order by the Office of Human Resources, in accordance with the Unit 15 MOU provisions. Unless otherwise noted, this must be used by management to fill a vacancy before other hiring options are initiated. Once an employee is placed in a bidded position, the employee's name will be removed from all Post and Bid lists for the bidding year. If a bidder declines an offer they will be removed from that local management unit Post and Bid list for the bidding year. See Special Considerations/Exclusions. Seniority lists shall be developed within sixty (60) working days following the closing of the filing period and shall be posted in the local work locations for one month immediately following the open bidding period. Once this list is available it shall be provided annually, on a computer disk to the SEIU Local 1000, President.

Special Considerations/Exclusions

Promotion: Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote Bargaining Unit 15 employees only after the Post and Bid process has been used.

Mandatory Placement: These Post and Bid provisions do not apply when management chooses to retain a Limited Term or TAU by a permanent appointment or, when an employee must be placed by mandatory reinstatement, promotion in place, changing a PI employee to permanent full-time, placement of an employee subject to layoff, State Restriction of Appointments/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or other clearly articulated operational reasons including client demands.

Requisite Skills and Abilities: Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training may be made available if an employee requests to be trained in other work functions within their assigned facility; such requests shall not be unreasonably denied.

Discipline/Substandard Review: Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last twelve (12) months.

Security/Safety or Other Reasons: These Post and Bid provisions do not preclude management from transferring or assigning employees for verifiable security, safety, or clearly articulated operational reasons. Prior to initiating such actions, the Labor Relations Office should be contacted.

Shift Changes with No Vacancy: Post and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated. Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions. Prior to initiating such actions, the Labor Relations Office should be contacted.

Security Clearance: For those facilities that require an employee background security clearance, the most senior qualified bidder will be selected.

Post and Bid Acceptance: Employee offered a bid position has a maximum of three (3) workdays in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to different work, this does not negate the position they accepted through these Post and Bid procedures.

New Regional Offices: When new Regional Offices are established, DGS shall advertise and accept applications from employees statewide. In accordance with these procedures, the most senior qualified employee shall be selected. If there are no qualified bidders, DGS may fill the positions by other valid hiring means.

DGS will provide a quarterly report to the SEIU Local 1000 Headquarters, President indicating the number of placements by category.

Employee Procedures

Permanent full time Unit 15 employees who wish to be considered for a position or shift assignment vacancy, in their current classification, must submit a Post and Bid Reassignment/Transfer Request form. This form must be submitted during the annual thirty (30) calendar day open period, October 1 through October 31 to their supervisor, or forwarded to Post and Bid, R 15, DGS-Office of Human Resources, Personnel Operations, P.O. Box 989052, West Sacramento, CA 95798-9052.

Reassignment/transfer forms shall be kept on file for twelve (12) months, or until an employee is placed under these provisions. This form is available in the Outlook, Office of Human Resources' Public Founder under Human Resources Memorandums, or from management.

Request form must include the employee's current permanent classification, work address and phone number, current work week/shift/hours, current supervisor's name and phone number. It also must clearly identify if the request is for a reassignment and/or transfer to different shift, or workweek within the local management unit, or to another local management unit. Bidders will be contacted only for the local management unit, shifts and workweeks they have requested. Employees may submit several preferences. In the event that the employee is on leave when a position becomes vacant, the request form must also designate an alternate person to contact. The contact person must have full authority on behalf of the employee to accept or decline a position. If there is no contact person or, the contact person is not available or willing to accept or decline the position it shall be considered a waiver and the next most senior person on the list shall be offered the position.

The Office of Human Resources will notify employees who do not meet the Post and Bid MOU provisions.

When a local management unit position becomes available, management will contact the most senior employee with a request form on file.

Employee selected for a bid position has a maximum of three (3) workdays in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period.

Employees should contact their supervisor to resolve discrepancies in seniority scores.

Management Procedures

Annual thirty (30) calendar day open period (October 1 through October 31) for employees to submit post and bid request form. Employees shall be informed that their requests must be submitted to Post and Bid, R 15, DGS Office of Human Resources, Personnel Operations, P.O. Box 989052, West

Sacramento, CA 95798. When receiving any of these requests, please date stamp the requests and forward them to Post and Bid, R 15, DGS Office of Human Resources, Personnel Operations, P.O. Box 989052, West Sacramento, CA 95798. All requests shall be kept on file for twelve (12) months, or until an employee is placed under these provisions. OHR will provide managers with a copy of reassignment/transfer requests within their management unit.

Office submits a Request for Personnel Action (RPA) along with the Job Opportunity Bulletin (JOB). The JOB must include the starting/ending working days of the workweek, the shift (days, evenings or nights), and starting/ending working hours. Under the "Selection Criteria" on the JOB, the following language must be included "This position is subject to the Post & Bid requirements for Bargaining Unit 15".

OHR Personnel Operations will determine seniority based on personnel records. The name of the Post & Bid candidate(s) will be provided to the hiring office once the Request for Personnel Action (RPA) has been approved.

Management has the option of contacting multiple bidders if the contact indicates the employee's seniority and, unless otherwise provided for under Special Consideration/Exclusions, must offer the position to person with the greatest amount of seniority who indicates a willingness to accept the position.

Management has the right to review the employee's official personnel file prior to offering the position to the most senior bidder in accordance with these Post and Bid procedures.

Once a position is filled management shall post, in the local management unit, the name of the individual selected.

PRIOR TO FILLING ANY UNIT 15 VACANCIES OR SHIFT ASSIGNMENTS, contact your OHR Personnel Analyst. Your OHR Personnel Analyst will assist you in filling vacancies in compliance with the Post & Bid Provisions.

The following are the steps that will be followed.

1. Ensure that there are no mandatory placement obligations in accordance with these provisions, IF NONE;
2. Fill vacancy with request of qualified employee with most seniority at local management unit, IF NONE;
3. Option to fill vacancy by promoting within using valid civil service employment list, IF NONE;
4. Management may fill vacancy using any appropriate hiring process (certification process, transfers or reinstatement, etc.).
5. Note: These provisions shall not contravene employee rights to mandatory reinstatement or placement subject to the layoff provisions of this contract.
6. Employees selected through the Post and Bid shall have a maximum of three (3) workdays in which to accept or reject a job offer unless the hiring supervisor agrees a longer period to. OHR Personnel Operations will coordinate/work closely with hiring supervisor.

B. Post and Bid Procedure for Vacant Positions – DDS

Implementation and Applicability

The provisions of this section will be implemented the first pay period following ratification by the Legislature and the Union and shall apply to Unit 15 positions in the DDS. The provisions will apply to those Unit 15 classifications where there exists ten (10) or more Unit 15 employees in a DDS facility and shall be used to allow employees to change positions in the same classification, time base and tenure within that facility.

Vacant Positions

As management determines that positions in designated Unit 15 classifications become available or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

At least seventy percent (70%) of internal reassignments shall be posted.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State.

Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each developmental center's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

1. Identification posting number
2. Level of position
3. Program and unit (or ward) or other assignment
4. Shift
5. Days off or rotation pattern and cycle
6. Time base
7. Deadline for bid submittal
8. Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification, time base and tenure as specified on the posted notice.

Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. In the case of ties in seniority, the tie shall be broken by lot.

However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to thirty (30) calendar days after the posting of notice. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios.

Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position. If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend. Positions shall not be altered unless the need to alter the position is substantiated by management.

Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

Denial of Bid

Employees who have formal adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored.

Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the Executive Director or designee is required prior to such denial.

Employees who receive yearly evaluations where at least fifty percent (50%) rating factors are rated standard or above shall retain their right to hold a bid position. If not, the employee may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees, who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

Limits on Bid

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician.

Nepotism

An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the Union.
2. Representatives of the Union and the State shall meet and review the situation.
3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
4. Nothing in this subsection shall prohibit the employee and/or the union from filling a grievance.

Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

At each developmental center, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. The Post and Bid Administrator shall ensure that a listing of all Unit 15 employees and his/her seniority is posted at the work site. Upon request, the Post and Bid Administrator shall forward a copy of this listing to SEIU. In addition, upon request, the Post and Bid administrator shall meet periodically with Union representatives for the purpose of reviewing compliance with the Post and Bid provision.

For purposes of this Agreement, "seniority" is defined as one point for each qualifying month of full-time State service. This seniority definition is the same seniority as used to determine an employee's vacation accrual.

At each developmental center, the union shall designate a Unit 15 rank and file employee to be the local contact for post and bid matters.

The Post and Bid administrator designated by management will notify the union designated local contact of which positions are being filled as management discretion positions.

C. **Post and Bid Correctional Supervising Cook, CDCR, Adult.**

There shall be eighty percent (80%) of the qualifying Correctional Supervising Cook (CSC) post assignments in CDCR allotted according to seniority at each institution having three (3) or more permanent full-time posted CSC positions.

Purposes and Objectives

This procedure outlines CDCR, Adult's purpose, goals and objectives in how post assignments shall be accomplished.

Responsibility

The appointing authority shall have overall responsibility for the implementation and maintenance of this procedure.

The appointing authority or the appointing authority's designee will ensure compliance through the Correctional Food Manager and a local Joint Labor/Management Committee (JLMC). The JLMC shall consist of an equal number of management and union representatives. The union representatives shall be job stewards provided that the job stewards are from the CSC classification.

METHODS

Post and Bid Program

All post bids will be processed based on the employee's established seniority and availability of assignments. There shall be eighty percent (80%) of the qualifying CSC post assignments allotted on each shift according to seniority at each institution, having ten (10) or more budgeted CSC positions. The specific posts that comprise the eighty percent (80%) and the twenty percent (20%) will be established by the JMLC. Such determinations must be made not later than the first Monday in August. The preferred posts will be distributed among the work areas, watches and RDOs in the same proportion as their percentage of the total number of qualifying posts. Posts that cannot be agreed upon by the JMLC will be resolved by the appointing authority.

For the purpose of determining assignments on each shift, those institutions comprised of multi-facilities will be considered as one entity.

Management retains the right to determine individual duties assigned to posts.

Seniority will be determined by total seniority working in the classification of CSC. Any ties will be resolved by comparing total State service, then by lot.

Continuous Bid Process

The purpose of the continuous bid process will be to fill vacancies that occur throughout the bid period.

Eligibility

Participation in the Post and Bid program is limited to eligible employees. An eligible employee:

1. Must be a permanent full-time CSC, probationary employees are excluded and may be assigned to any vacant position after the bid positions have been filled.
2. Must be permanently assigned to and working at the institution. There shall be no inter-institution bidding on post assignments.

Employees who laterally transfer on or before the second Friday in August will be permitted to participate in the bid process.

In order to participate and maintain rights and privileges in this section, the employee must maintain an overall acceptable performance rating during the entire bid period.

In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance concerns, in writing, which support the below standard rating for the performance evaluation. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.

In order to participate and maintain rights, privileges and remain eligible for post and bid, the employee must be free from formal adverse personnel actions in the twelve (12) months preceding the open bid ending on first Friday in September. The final decision to exclude an employee from bidding will be made by the appointing authority and the employee will be notified of such decision in writing.

An otherwise eligible employee absent from the worksite during the bid process for such reasons as EIDL, SDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the bid process. Employees who are successful in obtaining their bid must assume the post within sixty (60) calendar days of posting of the bid results. Until such time as the employee assumes the post, the post will temporarily revert to management.

In the event the employee is unable to assume the post within sixty (60) calendar days, upon his/her return, the employee will be placed in an assignment at management's discretion. The post will be subject to the continuous bid process.

Implementation

The last Monday in August, every year, is the open bid period for those employees who are eligible and wish to participate in the Post and Bid Program. The Correctional Food Manager shall post an updated post assignment schedule, current position orders and CSC seniority roster no later than the second Friday in August.

All approved bid request forms must be completed for post preference and submitted to the Correctional Food Manager no later than close of business by the first Friday in September. Bid request forms shall be date-stamped to verify receipt. Employees may bid for multiple posts.

Unless otherwise contested by the last Friday in August, an employee's seniority, as initially posted shall determine the employee's placement in the Post and Bid Program. The final post assignments will be posted by the Correctional Food Manager on the third Friday in September and become effective the first Monday in October. Except in 2003, the bid process will be suspended for no more than thirty (30) calendar days after the ratification of the Contract by both parties. Any additional seniority positions will be posted and all employees will be given the opportunity to re-bid.

In those institutions with twenty (20) or more CSC positions, a position designated for a Unit 15 District Bargaining Unit Representative (DBUR) will be determined by the local JLMC. The DBUR position will be counted in the eighty percent (80%) seniority positions.

An employee may voluntarily withdraw from participation in the Post and Bid by submitting a written request to the Food Manager. The employee who withdraws from Preferred Post Program participation will be assigned a post at management's discretion after the bid positions have been filled. The vacated post will be subject to the continuous bid process.

Provided that there becomes a vacant position in the Union's eighty percent (80%) during the time period, an employee may participate in the continuous once per quarter.

Failure on the part of an employee to submit a post preference shall result in a no-preference indicated (NPI) for the employee for that open bid process. The employee will be assigned a post at management's discretion, but may participate in the continuous bid process.

Eligible employees who are not assigned to any Post, because of insufficient seniority during the open bid period, will be placed in a vacant position at management's discretion and become part of the continuous bid process.

Post(s) that do not receive a bid will become part of the continuous bid process.

Employees who have been removed from a Preferred Post as a result of a correction to a seniority date or due to management error will be eligible for the continuous bid process.

Employees who laterally transfer after the second Friday in August will be precluded from the open bid process but may participate in the continuous bid process.

Eighty percent (80%) of all posts will be filled on a seniority basis on each watch and if possible, in each work area. Management at each institution will calculate this number. For example, if there are twenty-seven (27) CSC posts then twenty two (22) posts would be eligible for bid. If there are thirty-three (33) SCI posts then twenty-six (26) posts would be eligible for bid. The break point will be .6 of the total number of qualifying posts.

District Bargaining Unit Representative (DBUR)

Upon the Union's request, the DBUR shall be placed in the designated position. If the DBUR loses office, he/she shall remain in the position unless he/she obtains another position through the continuous bid process, or until the next open bid process, at which time the new DBUR will be placed in the designated position.

Maintenance

The following steps will be adhered to regarding maintenance of the system after the initial or continuous Preferred Post assignments have been made.

1. Absences from the employee's post assignment generated by management decision, including special assignments, acting assignments, etc. will not preclude the employee's return to the assignment.
2. An employee may be removed from his/her post after receiving a copy of his/her final substandard performance evaluation. The decision to remove the employee from his/her post must be approved by the appointing authority or designee on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period. The vacated post will be subject to the continuous bid process.
3. An employee may be temporarily removed from his/her post pending a personnel investigation/EEO investigation, but will be assigned to a shift with substantially similar start/stop times. Once the investigation has been concluded and the charges have not been substantiated, the employee will be returned to his/her post.
4. An employee may be removed from his/her post upon the effective date of an adverse action related to job performance (upon the conclusion of the Skelly hearing process and/or time frames associated with that process). The employee shall be excluded from participating in the subsequent bid period.
5. Posts that become vacant to transfers, promotions, etc. will be subject to the continuous bid process. Posts that are not filled through the continuous bid process will revert to management control.

CONTINUOUS PROCESS

Statement of Purpose

The purpose of the continuous bid process will be to fill vacancies that occur throughout the bid period. The continuous bid process allows eligible employees to participate in bidding on posts that were not filled in the initial bidding process or as posts are vacated.

Implementation

Vacant posts assignments will be posted on the first Monday of each month, after a post has been determined by management to be vacant. Any eligible employee will be allowed to bid including those already in a post, provided they have not participated in the continuous bid process during that quarter. The posting and bid "window" will be a minimum of ten (10) calendar days, with no bids being accepted after the close of business on the second Friday after the initial posting.

All job changes will have an effective date of not more than twenty-one (21) calendar days from the date of the posting results.

Vacant posts for seniority positions which are not filled through the continuous bid process will be filled by management through any appropriate means available. The vacant post will become a neutral position and will not count against either party's 80/20 position counts. Once the neutral position has been committed to a staff member, that employee will have the right to stay in the position for ninety (90) days before it will be available for the continuous bid process again.

Management reserves the right to fill vacant posts by hire, transfer, promotion or any other method allowed by the State Civil Service System.

Maintenance

The maintenance of the continuous bid process will adhere to Maintenance Section as specified previously.

Contested Seniority Dates

An employee alleging seniority scores computed in error shall submit his/her complaint to the JLMC within five (5) days of seniority scores being published. The JLMC third level shall be the final level of review.

Errors in favor of the employee will result in the adjustment of the employee's seniority date. The replaced employee will be eligible for the continuous bid process.

Placement of an employee in a Preferred Post assignment due to the discovery and correction of a seniority date computed in error shall not be grievable by the employee being replaced.

Disputes

All disputes concerning the post and bid system that are not resolved at the local level shall be directed to the CDCR headquarters' Joint Labor/Management Committee for final resolution. The Committee shall be the final level of review. The Committee shall be comprised of an equal number of representatives of three (3) persons appointed by SEIU Local 1000 and CDCR respectively. Disputes will be resolved by majority vote.

D. Post and Bid Procedure for Vacant Positions – DMH

Post and Bid shall apply to classifications with ten (10) or more positions at a given DMH facility.

Positions filled by hire, transfer, promotion or other methods allowed by the State Civil Service System are not subject to the Post & Bid process described below.

Eligible Positions

Positions filled through internal reassignments shall be filled pursuant to the following Post and Bid process;

As positions become available or vacant they shall be reviewed by the State to determine whether the position will be posted or filled without posting.

At least eighty percent (80%) of internal reassignments shall be posted.

Posted Positions

Positions shall be posted in a prominent location designated by each facility. In addition, these positions may be advertised in each hospital's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

1. Identification posting number
2. Level of position
3. Work location (as defined by each facility)
4. Shift
5. Deadline for bid submittal
6. Location where bid is to be submitted

Each notice shall remain posted for no less than ten (10) calendar days, excluding week-ends and holiday.

Bidding

Employees who bid on multiple positions at any one time shall list them in priority order. Employees may bid on the posted position by filling out a bid form provide by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the location designated on the bid form, a copy to the union and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, current work location and business telephone number. The form must be dated and signed by the employee.

Posted positions shall be available for bid only to those employees at the facility in the civil service classification and the time base specified on the posted notice.

DMH shall provide a seniority list of employees in BU 15 classifications on the second Monday of January and July each year. These lists shall be posted in each work location at the facility and a copy provided to SEIU. The seniority system used shall be the same as that used to determine vacation accrual.

Limits on Bid

An employee may not make more than one successful bid each twelve (12) months. The exceptions are: 1) if an employee's bid position is altered and the employee elects not to stay in the position, or 2) if an employee is granted a bid under the provisions below. Exceptions to this limitation may be granted, but shall not be subject to the grievance procedure. Employees on probationary status shall not be eligible to bid on posted positions.

Assignments

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. For the purposes of this section, seniority shall be the same as that used to determine vacation accrual (i.e., as used for vacation scheduling). If two (2) employees with the same amount of seniority bid on the same position, ties shall be broken as follows: 1) seniority in class; (2) departmental seniority; (3) by lot. The eligible bidding employee will be transferred to the assigned bid position. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to thirty (30) calendar days after the closing of posting.

Neutral Positions

If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's posting ratios or the 80/20 position count (A2). These positions may be filled through any appropriate means available. If the position is filled or committed within ninety (90) days of withdrawal of posting, it shall not count in either party's posting ratios or the 80/20 position count and shall be designated as a "neutral" position.

Deletions and Changes

If a bid position is deleted or altered because of coverage or other legitimate operational needs, the employee in that position shall be notified in writing. If an employee desires to remain in an altered position, s/he shall notify management of that desire within five (5) calendar days and shall remain in that altered position. If the employee does not desire to remain in the altered position, s/he may bid on any vacant posted positions. The employee shall remain in the altered position until such time as s/he successfully bids or applies for a new position.

A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

Temporary Assignments

If an employee in a post and bid position must be reassigned to meet a temporary operational need, the post and bid criteria will not be considered as altered.

Denial of Bid

Employees who have a sustained, formal adverse action taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months from the date of the action or a period consistent with the terms of a Stipulated Agreement resulting from the adverse action if such position or bid is meaningfully related to the cause of action.

Employees who are charged with wrongdoing, which may also be grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action.

If the employee is exonerated from the adverse action or the wrongdoing, his/her right to bid and/or hold positions shall be restored.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months from the date of the evaluation. If an evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored. The denial of the right to hold and/or bid for a position shall be subject for review in three (3) months.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State.

Management may deny a bid that is submitted by an employee who is not ready, willing and able to report to duty on the date the position is to be assigned.

Vacation Schedules

Pre-approved vacations are subject to approval by the supervisor of the bidden position. Approval shall not be unreasonably denied. Upon the employee's request, denials shall be in writing.

Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy. If awarding of the bid, or the position creates a nepotistic situation and is in violation of the DMH Policy the bid will be denied. The Union and the employee will be notified within five (5) business days of the denial.

Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

Administration

At each facility the department shall designate an official who shall be responsible for the administration of the Post and Bid provision.

Accounting

Each facility shall provide to SEIU Local 1000 a report describing the post and bid activity during each quarter of the fiscal year.

E. Post & Bid Procedure for Vacant Positions CDVA

Key Definitions

Vacancy: A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding. Post and Bid shall be implemented in CDVA Veterans Homes, where a variety of work schedules (days off, shifts, etc.) exist.

Permanent full-time status employee: A full-time employee who has successfully passed probation in his current classification in the CDVA.

Post and Bid Request form: The written request form provided by the CDVA and completed by the permanent full time status employee requesting to be reassigned within the Veterans Home in his/her current classification. Requests shall be kept on file until an employee is placed under these provisions.

Seniority: Seniority is determined by permanent full time employees with the greatest amount of seniority in the class of the vacancy. In case of a tie the following criteria based on seniority order shall be used in sequence until the tie is broken:

1. At the facility
2. In CDVA
3. State Service
4. Draw of Lots

Seniority Post and Bid Lists: The Veterans Home personnel office compiles a list of employees who have submitted a Post and Bid Request form, in seniority order. Unless otherwise noted, this must be used by management to fill a vacancy before other hiring options are initiated. Once an employee is placed in a bid position, the successful employee will not be eligible to bid on another position for one year (see special considerations/exclusions). CDVA shall provide a seniority list of employees in Unit 15 classifications on July 3 and January 3 each year. These shall be posted in the local work locations. This information will be provided on a computer disk to the SEIU Local 1000, President.

Special Considerations/Exclusions

Promotion: Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote Bargaining Unit 15 employees only after the Post and Bid process has been used.

Mandatory Placement: These Post and Bid provisions do not apply when an employee must be placed after a TAU or Limited Term appointment in lieu of permanent appointment, by mandatory reinstatement, promotion in place, changing a permanent intermittent employee to permanent full time, placement of an employee subject to layoff, SROA/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or other operational reasons.

Requisite Skills and Abilities: Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training shall be made available if an employee requests to be trained in other work functions within their assigned facility.

Discipline/Substandard Review: Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last twelve (12) months.

Security/Safety or Other Reasons: These Post and Bid provisions do not preclude management from transferring or assigning employees for verifiable security, safety, or other reasons. Prior to initiating such actions, the local Personnel Office should be contacted.

Shift Changes with no Vacancy: Post and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated. Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions. Prior to initiating such actions, the Personnel Officer at the Veterans Home shall be contacted.

Post and Bid Acceptance: Employee offered a bid position has a maximum of three (3) days in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to different work, this does not negate the position they accepted through these Post and Bid procedures.

Nepotism: The existing department's policy on Nepotism shall be in effect for Post and Bid.

Employee Procedures

Permanent full-time employees who wish to be considered for a position or shift assignment vacancy, in their current classification, must submit a Post and Bid Reassignment/Transfer Request form.

Reassignment/transfer forms shall be kept on file until the employee is placed under these provisions.

This form is available from the hiring supervisor or in the personnel office.

Request form must include the employee's current permanent classification, work address and phone number, current work week/shift/hours, and current supervisor's name and phone number. It also must clearly identify if the request is for a reassignment/transfer to different shift, or work week. Bidders will be contacted only for the assignments, shifts and workweeks they have requested. The personnel office will notify employees who do not meet the Post and Bid MOU provisions, in writing, to their home address, on file with the personnel office.

When a position becomes available, the hiring supervisor will contact the most senior employee with a request form on file.

Employee selected for a bid position has a maximum of three (3) days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period.

Employees should contact their supervisor to resolve discrepancies in seniority scores.

Veterans Home Procedures

Employees shall be informed that their requests must be submitted to the hiring supervisor. All requests shall be date stamped and kept on file until an employee is placed under these provisions. Personnel Services will provide managers with a copy of reassignments/transfer requests to their management unit.

Office submits a Request for Personnel Action (RPA) along with the Job Opportunity Bulletin (JOB). The JOB must include the starting/ending working days of the workweek, the shift (days, evenings or nights), and starting/ending working hours. Under the "Selection Criteria" on the JOB, the following language should be included "This position is subject to the Post and Bid requirements for Bargaining Unit 15".

Personnel Services will determine seniority based on personnel records. The name of the Post and Bid candidate(s) will be provided to the hiring office once the RPA has been approved.

Management has the right to review the employee's official personnel file prior to offering the position to the most senior bidder in accordance with these Post and Bid procedures.

Once a position is filled management shall post, at the Home, the name of the individual selected.

PRIOR TO FILLING ANY UNIT 15 VACANCIES OR SHIFT ASSIGNMENTS, contact your Personnel Analyst. Your Personnel Analyst will assist you in filling vacancies in compliance with the Post and Bid Provisions.

Steps to follow when filling vacancies:

1. Ensure that there are no mandatory placement obligations in accordance with these provisions, IF NONE;
2. Fill vacancy with request of qualified employee with most seniority, IF NONE;
3. Option to fill vacancy by promoting within using valid civil service employment list, IF NONE;
4. Management may fill vacancy using any appropriate hiring process (certification process, transfers or reinstatement, etc.).

5. Note: These provisions shall not contravene employee rights to mandatory reinstatement or placement subject to the layoff provisions of this contract.
6. Employees selected through the Post and Bid shall have a maximum of three (3) days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period. Personnel Services will coordinate/work closely with hiring supervisor.

F. Post and Bid – CDCR, DJJ (Juvenile Programs)

Personnel Preferred Post Assignment (PPPA)

With the exclusion of Mountain Camps and Correctional Treatment Centers, PPPA for Unit 15 employees shall be implemented only when an institution has three (3) or more full-time and half-time budgeted positions in the same job classification and where a variety of work schedules (days off, shifts, etc.) exist. Post and Bid shall apply only for employees in each institution to change positions in the same class, tenure and time base.

PPPA shall apply to qualifying Cook Specialist Is, Cook Specialist IIs and Correctional Supervising Cooks who are employed on a full-time basis and where there are three (3) or more full-time employees in the same classification. A separate PPPA shall apply to Cook Specialist Is when an institution has three (3) or more half time employees. There shall be eighty percent (80%) of the qualifying Cook Specialist I or Cook Specialist II or Correctional Supervising Cook post assignments at each institution assigned by seniority. The break point will be .6 of the total number of qualifying posts. For example: Eleven (11) jobs (80% = 8.8; 20% = 2.2). Therefore, two (2) jobs will be management positions, nine (9) jobs will be PPPA.

A local Joint Labor Management Committee (JLMC) at each facility consisting of six (6) members, three (3) of whom shall be selected by and represent management, and three (3) of whom shall be Unit 15 members, selected by and representing SEIU Local 1000 shall have overall responsibility for the implementation and maintenance of this procedure.

Eligibility

Participation in the PPPA system is limited to eligible employees. An eligible employee:

1. Must be a full-time or half-time Cook Specialist I or Cook Specialist II or Correctional Supervising Cook.
2. Seniority scores are determined based upon State service. Seniority ties are broken by Department service, then by seniority in classification.
3. Must be permanently assigned to the institution. Eligible employees may participate only in their institution's PPPAs. There shall be no inter-institution bidding assignments.
4. In order to participate and maintain the rights and privileges defined throughout this procedure, the employee must maintain a satisfactory level of performance during the entire bid period.
5. In order for a substandard performance evaluation to be applicable under this procedure it must clearly substantiate the performance concerns, in writing, which support the below standard rating in the performance category. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.
6. An otherwise eligible employee absent from the worksite during the bid process for such reasons as SDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the PPPA bid process. Employees who are successful in obtaining a bid post must assume duties of such post within one hundred twenty (120) calendar days of posting of the bid results. Until such time as the employee occupies the post, it temporarily reverts to management.
7. In the event the employee is unable to assume the duties within the one hundred twenty (120) calendar days, the employee will be placed in a post at management's discretion. After the one hundred twenty (120) days, the PPPA will be posted.
8. Failure of the employee to complete a PPPA bid will result in placing the employee in a post, at management's discretion.

Implementation

The effective date for implementation for new post assignments based on the bid results will be completed within ninety (90) days after ratification of the Unit 15 Contract and remain in effect for one year at which time re-bid will occur each January thereafter.

Within thirty (30) days after the ratification of the Unit 15 Contract, no later than sixty (60) days when mutually agreed upon, the local JLMC shall meet to mutually select the 80/20 post assignments.

The initial bid process and any annual bid process will be as follows:

1. The seniority bid process will begin at 0800 hours and end at 1900 hours on a date mutually agreed to by the local Union representative and the local management.
2. On the bidding day, an employee may place a bid or waive the bid, in seniority order, by one of the following processes:
3. Meet with the Management Representative and SEIU Local 1000 Representative at the bidding time in the Food Services Department.
4. The employee may place a bid or waive in person and sign the appropriate form, which will also be signed by the SEIU Local 1000 Representative and the Management Representative, or
5. The employee may call a designated telephone number in the Food Services Department during his/her assigned bidding time and place the bid through the SEIU Local 1000 Representative.
6. Should the bid or waiver be done by telephone, the employee must state the choice and post, to the SEIU Representative and the Management Representative. When they confirm that they heard the same message, they will both sign the appropriate form. The employee will sign the form the next time he/she is in the institution.
7. Place the bid by proxy, through the SEIU Local 1000 Representative, by filling out the proxy form and submitting it to a SEIU Local 1000 Representative, prior to his/her bid time. Should the bid or waiver be done by proxy, the SEIU Local 1000 Representative will place the bid or waiver. The interpretation of the employee's proxy is the sole responsibility of the SEIU Local 1000 Representative.
8. The SEIU Local 1000 Representative and the Management Representative will both sign the appropriate form. The employee will sign the form at his/her next time in the institution.
9. Should the employee not place his/her bid during the assigned time, by any of the procedures detailed above, the employee will be considered to have waived his/her bid.

Each time a seniority bid is exercised, the listing of Posts designated for seniority bid posted outside of the Food Services Department bidding room will be changed to indicate shifts that are no longer available.

The following rules apply to the exercise of the right to bid:

1. By successfully bidding for a Post, an employee will not be eligible to bid again for a twelve (12) month period.
2. If an employee waives his/her bid, he/she will be placed in a position at the discretion of management.
3. By waiving the bid, the employee is eligible to bid as seniority bid Post vacancies are announced.
4. Management may fill its twenty percent (20%) prior to the first bid;

Or

At the conclusion of the bid process, management will fill any vacant or bid management assignments. This will be done in one of two (2) ways as follows:

- Management may offer a management assignment to any individual who has successfully bid a Post. The individual may choose to accept or decline the Management offer. Should an offer be accepted, and a seniority bid Post is vacated, the Post will be available for bid, in seniority order, by any individual who has not exercised his/her bid previously in the process.
- Management will fill any remaining management assignment Post, and any seniority bid Posts that were not bid on, with individuals who waived their bids.

- Any seniority bid Posts that were not bid on, and filled by management, will be re-posted for bid every ninety (90) days (e.g. April, July, October, and January).

A listing of all Cook Specialist Is, Cook Specialist IIs and Correctional Supervising Cooks indicating the final result of the bid process will be published and distributed to within two (2) work days of the bidding day.

Management shall have the discretion to review and redesignate the selected Post assignments. Management retains the right to determine individual duties assigned to positions. Nothing in this agreement shall diminish management's right to carry out departmental goals and objectives or interfere with management's right to meet operational need in making Post assignments. The aforesaid will not be done in an arbitrary or capricious manner.

After the initial bid process is completed, vacant positions will revert to management positions. The local JLMC shall meet to resolve any disputes concerning the post and bid system within fifteen (15) workdays of the request.

Ten Percent (10%) Rule (But no less than one full-time position)

This section does NOT apply to those employees subject to adverse action or substandard performance appraisals.

In those instances when it becomes apparent an employee does not possess the knowledge, skills, aptitude, or ability to perform at an acceptable standard in the PPPA to which the employee has bid, a job change memorandum documenting the reasons for reassignment will be prepared by the immediate supervisor and attached to a job change request.

This document must be approved by the employee's second line supervisor and section manager prior to being forwarded to the Food Manager. The approved job change memorandum shall be maintained by the Food Manager and filed in accordance with existing procedures regarding the archiving of all other job change requests and the employee shall be provided a copy of the job change memorandum. Management may then reassign the employee as follows:

1. The reassignment must be completed within sixty (60) days of the date the employee assumed assignment to the post. The time an employee is absent from the post is not counted toward the sixty (60) days.
2. The number of these reassignments may not exceed ten percent (10%) of the total PPPA count based on seniority. The Food Manager shall be responsible for maintaining an accurate count of reassignments made under the Ten Percent (10%) Rule.
3. In the event assignment changes are necessary (within the ten percent [10%] factor allowed), the person being moved from that assignment shall be given a job change into an assignment with the same RDOs and substantially similar start and stop times for the remainder of the bid period.
4. If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the JLMC. This grievance must be heard, and a written response provided, by the JLMC within fourteen (14) calendar days. The grievance may not be appealed beyond the JLMC. The filing of a grievance shall not postpone any such removal.

Maintenance

After the initial PPPAs have been made, the following steps will be adhered to regarding maintenance of the process:

- Short-term absences of not more than one hundred twenty (120) calendar days from the employee's PPPA, including special assignments, and acting assignments, will not preclude the employee's return to the PPPA.
- If the absence was more than one hundred twenty (120) calendar days, the Appointing Authority may authorize an employee's return to the PPPA if the absence was due to management.

- An employee exceeding the one hundred twenty (120) calendar day limit for any other reason will be assigned at management's discretion.
- After one hundred twenty (120) days, all vacated PPPAs, under this section, will be posted.
- When an employee will exceed the one hundred twenty (120) day period to assume their selected PPPA, the employee will be allowed to appeal directly to the Appointing Authority for an extension of the one hundred twenty (120) day period. If the employee can demonstrate that the absence is based upon extenuating circumstances, such as a serious medical condition, the appointing authority may extend the one hundred twenty (120) day period up to one year. Should the appointing authority grant the employee's appeal, the PPPA will revert to management until the employee assumes the post. If the employee fails to assume the post prior to the end of the extension, the position will be posted.
- If a PPPA becomes vacant, the position will be posted.

An employee may not be removed from a PPPA based upon the issuance of a WID.

An employee may be temporarily removed from a PPPA pending a personnel investigation/EEO investigation, but will attempt to assign to substantially similar start/stop times and RDOs. Once the investigation has been concluded and if the charges have not been substantiated, the employees may be returned to their PPPA.

Any PPPA not bid during the bid day by an eligible employee shall be rebid every ninety (90) days.

With the exception of the above listed criteria, once an employee has successfully been assigned to a PPPA, the employee may only be moved involuntary for cause. As used in this context, cause is restraining orders, workplace violence situations, etc. NOT interpreted as adverse in nature or substandard for purposes of a performance appraisal.

The supervisor must document the specific reasons for removing the employee from the PPPA and provide a copy to the employee. The employee must then be placed in a management post with the same RDOs and substantially similar start/stop times. The vacated PPPA will revert to management for assignment purposes until the next bid period. The displaced employee will remain in the management post until the next bid period. If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the appointing authority. This grievance must be heard, and a written response provided, by the appointing authority within fourteen (14) calendar days. The grievance may not be appealed beyond the appointing authority. The grievance shall not postpone any such removal for cause.

If an employee is to be removed from a PPPA, as a result of an adverse action, the removal will be upon the effective date of the adverse action related to job performance (upon the conclusion of the Skelly hearing process and/or time frames associated with that process). Such movement will be to the same shift without regard to RDOs or start/stop times. The vacated PPPA will be posted. The appointing authority may exclude the employee from bidding to a specific assignment area in the next bid period.

An employee may be removed from the PPPA upon receipt of the final copy of a substandard performance evaluation. Such movement will be to a post with substantially similar start/stop times. The vacated PPPA will revert to management until the next open bid period. Removal of the employee must be approved by the appointing authority on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period.

All disputes concerning PPPA issues can be grieved within twenty-one (21) calendar days of notification, directly to the local JLMC. The grievance must be heard, and a written response provided by the local JLMC within fourteen (14) calendar days. If the Union is not satisfied with the response from the local JLMC, the grievance may be appealed to the CDCR Headquarters' JLMC within twenty-one (21) calendar days. The grievance may not be appealed beyond the CDCR headquarters. Disputes will be resolved by majority vote.

G. Post and Bid -- California Science Center (CSC)

The CSC management shall select thirty percent (30%) of the established Custodian positions (filled or unfilled) and thirty percent (30%) of the established Lead Custodian positions (filled or unfilled) which shall be excluded from the post and bid process and filled by other appropriate means.

The remaining seventy percent (70%) of the established Custodian positions (filled or unfilled) and remaining seventy percent (70%) of the established Lead Custodian positions (filled or unfilled) shall be filled in accordance with the post and bid process for shift assignments as described below.

Purposes and Objectives

This procedure outlines the purpose, goals and objectives in how shift assignments shall be made.

Responsibility

The appointing authority shall have overall responsibility for implementation and maintenance of this procedure.

The appointing authority or the appointing authority's designee will consider input and recommendations from the Joint Labor Management Committee (JLMC). The JLMC shall consist of an equal number of management and union representatives (all constituents eligible). The Union representatives may be job stewards provided that the job stewards are from the Custodian or Lead Custodian classifications.

Methods

All bids will be processed based on an eligible employee's established seniority and shift availability.

For the purpose of determining assignments on each work shift, those facilities comprised of multi-facilities will be considered as one entity, management retains the right to determine individual duties assigned to shift assignments.

Seniority will be determined by the total seniority working in the classification. Ties will be resolved by comparing total state service. Employees with identical totals will then be resolved by lot.

The post and bid process will be used whenever the Science Center management decides to fill existing or new eligible position vacancies or management determines it is necessary to reconfigure the shift assignments of eligible positions.

Eligibility

Eligibility to participate in the Post and Bid program is defined as follows:

1. An employee must be a permanent full-time Custodian or Lead Custodian. Probationary employees are excluded and will be assigned to any vacant shift assignment after all bid shift assignments have been filled.
2. An employee must be permanently assigned to and working for the Science Center.

Employees who laterally transfer to the Science Center will be permitted to participate in the bid process after thirty (30) calendar days.

An otherwise eligible employee absent from the worksite for such reasons as EIDL, SDI, Worker's Compensation, leave of absences, annual military leave, etc., may participate in the bid process.

Employees who are successful in obtaining their bid must assume their shift assignment within sixty (60) calendar days of posting the bid results. Until such time as the employee assumes the shift assignment, the assignment temporarily reverts to management. If the employee is unable to assume the shift assignment within the sixty (60) calendar days, the assignment will be granted to the next most senior eligible bidder.

In order to participate and maintain rights and privileges in this bid process, the employee must maintain an overall acceptable performance rating and not be on an attendance restriction during the entire bid period.

In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance and/or poor attendance concerns in writing.

In order to participate and maintain rights, privileges and remain eligible for post and bid, the employee must be free from formal adverse personnel actions in the twelve (12) months preceding the submission of a bid. The final decision to exclude an employee from bidding will be made by the appointing authority and the employee shall be notified in writing.

An employee may be removed from his/her shift assignment after receiving a copy of his/her substandard performance evaluation. The decision to remove an employee from his/her shift assignment must be approved by the appointing authority or designee on a case-by-case basis. The vacated shift assignment will be subject to the post and bid process. If the employee does not receive a substandard performance evaluation within the next twelve (12) months, he/she will again be eligible to participate in the post and bid process.

An employee may be removed from his/her shift assignment upon the effective date of an adverse action (upon the conclusion of the Skelly hearing process).

Implementation

Eligible employees may submit bid requests, on a form provided by management, to the appointing authority or designee. Upon receipt, the bid request form will be date stamped and the employee will be given a copy for his/her records. The original bid request form will remain on file until the employee's bid request has been granted or until the employee rescinds it in writing.

Whenever the Science Center management decides to fill an eligible position vacancy, the assignment will be posted for a minimum of ten (10) calendar days at a work site(s) location accessible to all eligible employees. No bids for the posted position will be accepted after the close of business on the second Friday after the initial bid posting.

The most senior eligible employee with a timely bid on file will be offered the posted position. If this person declines the position, it shall be offered to the next most senior eligible employee with a timely bid on file and this order shall continue until the position is accepted by an eligible employee with a timely bid on file.

If all eligible employees with a timely bid on file decline the position, or if no bids for the position are received, it shall be filled by other appropriate means until it becomes vacant again.

No later than the fourth Monday after the initial bid posting, the results of the post and bid will be published and a copy provided to all eligible employees with a timely bid on file.

Errors

An employee alleging seniority scores computed in error, or any other error in regard to his/her eligibility, shall submit his/her complaint to the CSC Human Resources Department as soon as he/she becomes aware of such error, but in no case later than five (5) calendar days after the post and bid results have been published.

Errors in favor of the employee will result in necessary adjustment(s). Placement of an employee in the posted assignment due to the discovery and correction of an error shall not be grievable by the employee being replaced.

Employees who have been removed from a bid assignment as a result of a correction to a seniority date or due to management error will be eligible to submit another bid.

Dispute Resolution

All disputes concerning these post and bid procedures that are not resolved by management shall be directed to the JLMC for final resolution and shall not be subject to the grievance and arbitration procedure contained in article 6. The JLMC shall be the final review. JLMC members who are also Science Center employees shall participate on the Committee without loss of compensation.

20.5.15 Work Assignment or Shift Changes (Unit 15)

- A. Unit 15 employees who are not covered by a Post and Bid Agreement and who request a work assignment or shift change not involving a geographic relocation shall submit a written request to the facility/program management or designee. When the employer determines that a vacancy in the requested work assignment or shift is available, employees with written requests on file shall be considered and the decision to grant or deny the request shall only be based on the following factors:
- Permanent status;
 - The needs of the students, clients, patients, wards, inmates, etc;
 - Skills and abilities;
 - Needs of the facility, including security and safety;
 - Staffing requirements;
 - Satisfactory performance and attendance;
 - Seniority.
- Such requests shall not be unreasonably denied and all written requests shall remain on file until granted or withdrawn by the employee.
- B. If two (2) or more employees request the same assignment or shift and meet the above qualifications, the most senior employee will be granted the position.

20.6.17 Post and Bid Procedure for Vacant Registered Nurse Positions – Veteran’s Homes (Unit 17)

- A. Vacant Positions
As Registered Nurse positions become available, or vacant, they shall be posted. The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees.
- B. Posted Positions
Positions shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised by each Veteran’s Home newsletter, e-mail bulletin board and any other method of advertisement. The posted notice shall be on a form designed for that purpose and shall include the following posted criteria:
1. Identification posting number
 2. Level of position
 3. Unit (or ward) or other assignment
 4. Shift
 5. Days off or rotation pattern and cycle
 6. Time base and or tenure
 7. Deadline for bid submittal
 8. Typical assigned duties if not a level of care Registered Nurse position
 9. Description of duties to be performed (knowledge, skills and abilities)
- Each notice shall remain posted for no less than ten (10) calendar days.
- C. Bidding
Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee’s name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.
- D. Assignment
Within twenty (20) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most State service seniority. However, in emergencies or where severe staffing shortages exist in the employee’s incumbent program, assignment may be delayed up to forty-five (45) calendar days after the posting of the notice.
- E. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

F. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

G. Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

H. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the Veteran's Home Administrator or designee may be requested by the employee.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored. The reason for denial to bid shall be in writing and given to the employee.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

I. Limits on Bid

An employee may not make more than one successful bid each twelve (12) months except that if an "employee" bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection I above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Veteran's Home Administrator or designee prior to the final decision regarding the employee's ability to bid.

J. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

K. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

L. Post and Bid Review

At the Yountville Veterans Home, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU Local 1000 representatives for the purpose of reviewing compliance with the Post and Bid provision.

M. For purpose of this Agreement, "seniority" is defined as one point for each qualifying month of full-time State service.

N. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the Agreement by both the State and the Union membership.

20.7.17 Post and Bid Procedure for Vacant Positions – DDS & DMH (Unit 17)

A. Vacant Positions

As management determines that Registered Nurse positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting. If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. As positions become vacant and determinations are made by the State, the excess of non-posted positions over posted positions shall not exceed two (2) at any hospital or developmental center at any time. In no case shall more than sixty percent (60%) of the filled Registered Nurse positions in a hospital/developmental center be held by employees through successful bids.

The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not subject to the post and bid procedure.

B. Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each hospital's/developmental center's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

1. Identification posting number
2. Level of position
3. Program and unit (or ward) or other assignment
4. Shift
5. Days off or rotation pattern and cycle
6. Time base
7. Deadline for bid submittal
8. Indication of an "incentive bid position"
9. Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

D. Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios or 60/40 position count. These positions may be filled:

1. In accordance with subsection A above, or

2. Hire, promotion, reinstatement, transfer from within the facility or from another State hospital/developmental center or other State agency.

If that position is filled or committed within sixty (60) days of withdrawal of posting under (2) above, it shall not count in the 50/50 posting ratios.

E. Incentive Bid Position

A vacant position that is posted two (2) consecutive times and remains unbid may be identified as an "incentive position" on the third consecutive posting. In a program identified as a "designated program" an unbid position may be identified as an incentive position on the second consecutive posting.

An employee who successfully bids an incentive position and remains in the position for one (1) year shall be accorded super-seniority for their next successful bid. When two (2) or more employees with super-seniority bid, the position shall be awarded as follows:

1. Length of super-seniority
2. Seniority
3. By lot

Incentive positions that are not bid upon may be filled through internal transfer from within the hospital without counting in the posting ratios or position counts. He/she is then eligible to receive super-seniority in the same manner as an employee who bid the position. Employees who successfully bid an incentive position and are bidding in-place (same unit and shift as the posted position) shall not be eligible to earn the super-seniority. In "designated programs" the super-seniority eligibility shall be limited to positions awarded to employees from outside the program only.

The facility shall provide the union with a weekly listing of "designated programs."

An employee in an incentive position that is deleted or altered in accordance with subsection E shall retain the eligibility to earn super-seniority if he/she elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the fourteenth (14th) consecutive calendar day toward the one year qualifying period to earn super-seniority.

F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

H. Exempt Positions

When a non-licensed employee receives his/her license and is subsequently appointed to the Registered Nurse classification, he/she shall not be considered as a new hire for purposes of counting positions under subsections A, C, D, or E

I. Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

J. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action.

A hearing before the Executive Director or designee is required prior to such denial. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If

the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored. Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees, who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

K. Limits on Bid

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection J above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Executive Director or designee prior to the final decision regarding the employee's ability to bid.

L. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the Union.
2. Representatives of the Union and the State shall meet and review the situation.
3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
4. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

M. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

N. At each hospital or developmental center, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU Local 1000 representatives for the purpose of reviewing compliance with the Post and Bid provision. At the request of the local SEIU Local 1000 job steward or representative, the Post and Bid administrator shall provide information relative to the specific post and bid request.

At each facility, the Post and Bid administrator shall maintain information relative to the post and bid process specific to Unit 17 employees. This report shall include, at a minimum, a month by month record of all post and bid and management discretion positions filled, including position regular days off, cycle schedule, shift and location; identify positions posted, bids received and awarded, positions posted receiving no bids and those subsequently filled without counting against management discretion.

O. For purposes of this Agreement, "seniority" is defined as one point for each qualifying month of full-time State service.

P. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the agreement by both the State and the union membership. As used in this section, the term "Registered Nurse" refers to the classification of "Registered Nurse" in the DDS and to the classification of "Registered Nurse (Forensic Facility)" in the DMH or DDS.

20.8.17 Shift Assignment/Regular Days Off Preference Assignment by Seniority (CDCR-DJJ) (Unit 17)

The CDCR-DJJ proposes to discontinue the existing language for assigning shift/regular days off assignment/preference as practiced from incorporation of this Contract made effective July 8, 2002. In place of existing practice and language, the department intends to meet with the Union at the facilities to explore innovative schedules of shifts and regular days off, which will then be incorporated into the Post and Bid process. Such options may include, but not be limited to, alternate work schedules and rotating premium regular days off. Both parties agree to commence the meet and confer no later than thirty (30)

days following the ratification of this Contract, unless mutually agreed to extend this time period due to scheduling needs. Should the parties be unable to come to an agreement locally, the matter may be elevated by individual facilities to the Departmental level.

Exemption to the Post and Bid Process shall include: Intensive Treatment Program nurses, Infection Control nurse, Utilization Review nurse, Sick and Vacation Relief, Special Program at Preston, ICF/DMH Program at SYCRCC and CTC/MH Programs. Exemptions shall be reviewed one year from the date of implementation.

Within ninety (90) days of ratification of this agreement by both parties, the CDCR (CDCR, Office of Labor Relations), will meet and confer with the Union to clarify and/or establish a Post and Bid process for Registered Nurses at DJJ institutions.

20.9.17 Post and Bid Assignments by Seniority – CDCR (Unit 17)

A. Introduction

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the “24 Month P&B Process” which allows employees to bid twenty-four (24) month assignments and the “Interim Vacancy Bidding Process” which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.

1. The Chief Medical Officer (CMO) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
2. The word “assignment” as used in this section is synonymous with that of “position”.
3. Participation in the P&B process is limited to eligible employees. An eligible employee:
 - a. Must be a permanent full-time RN: probationary employees are excluded.
 - b. Must be permanently assigned to and work at the institution; Eligible employees may participate only in their institution’s P&B process. There shall be no inter-institution bidding on assignments.
4. Excluded Assignments
Specialty areas shall be excluded from the P&B process. Such areas shall be dialysis, PACU, ICU, utilization management, and surgical assignments. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, they shall not be counted in either Management’s or Union’s positions.
5. Special Qualifications
Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.
6. Seniority
For purposes of this Agreement, “seniority” is defined as one point for each qualifying month of full-time departmental Unit 17 service, with ties broken by one point for each qualifying month of full-time State service.
7. Limits on Bid
An employee may not make more than one successful open assignment bid each twelve (12) months except when an employee’s bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section G(1) and G(2) or if an employee is granted a bid under the provisions of subsection I. If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

B. Twenty-four (24) Month Bid Process

1. There shall be seventy-five percent (75%) of the RN qualifying post assignments (excluding specialty areas) in the CDCR allotted according to seniority at each facility that provides healthcare that is not a licensed acute care hospital.
 - a. At licensed acute care hospitals (CMF, CIM, CMC, COR) there shall be eighty percent (80%) of the RN qualifying post assignments (excluding specialty areas) allotted according to seniority.
 - b. Any new seniority positions as a result of the increase in percentages of the total seniority shall be posted for bid within ninety (90) calendar days of the ratification of

the Contract by both parties. The term for these positions will end at the same time as the institution's original post and bid period.

2. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.
3. Timeframes
 - a. The twenty-four (24) month bid cycle begins in the month of October 2002, for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1st every other year.
 - b. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.
 - c. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4:00 p.m. on November 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.
 - d. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.
 - e. Failure on the part of the employee to submit a request form by 4:00 p.m. on November 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.
 - f. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.
 - g. The new assignments will begin the second Monday in January first watch.
 - h. The time frames will be agreed upon at the local level by the Union and Management.

C. Interim Vacancy Bidding Process

1. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if management determines to fill the vacant position, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by management to be filled by bid shall be subject to the terms and conditions of this section.
2. As RN assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.
3. The filling of vacancies by either promotions from eligible list or external lateral transfers are not subject to P&B.
4. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.
5. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time. In no case shall more than seventy percent (70%) of the filled RN assignments (as defined above) be held by employees through successful bids.
6. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4 p.m. on the fifteenth (15th) day of posting.

7. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

D. Posting Assignments

Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

1. Identification posting number
2. Unit (or ward) or other assignment
3. Shift
4. Days off or rotation pattern and cycle
5. Time base
6. Deadline for bid submittal and where to be submitted
7. Special qualifications (if any)

E. Bidding

1. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employee shall submit the completed bid form to the following:
 - a. the original to the location designated on the bid form,
 - b. a copy to the Union designated steward, and
 - c. the bidding employee.

Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

2. An otherwise eligible employee absent from the work site during the bid process or such reasons, including but not limited to EIDL; SDI; Worker's Compensation; leave of absence; annual military leave; illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.
3. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

F. Other Factors

1. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined they qualify to resume such duties.
 - a. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/RDO's if the absence was generated by a management decision.
 - b. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.
 - c. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.
2. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.
3. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid period.

G. Deletions and Changes

1. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.
2. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of that desire

within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

H. Transfers

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

I. Denial of Bid

1. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.
2. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to their bid assignment.
3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.
4. Employees losing their right to bid or hold assignment as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one (1) successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.
5. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.
6. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

J. Floating

If it becomes necessary to temporarily float employees to another Unit 17 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

K. Involuntary Removal

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

L. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotism situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

M. Disputes

1. Disputes concerning this section shall be grievable to the Director's level of review and shall not be arbitrable;
2. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the nonrequesting party in the form of a meeting within thirty (30) days of the request;
3. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process;
4. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or
5. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

N. Implementation and Applicability

Contractual right to Post and Bid for Shift Preference/RDO's shall remain in effect with no position changes at those affected institutions until article 20.8.17 is implemented and the yearly bid process begins in October 2002. Implementation of the Post and Bid process at new institutions will begin the first October following activation (receipt of inmates).

20.10.20 Post and Bid Procedure for Vacant LVN Positions (Unit 20)

Post and Bid shall apply to the LVN Nurse classification at facilities (1) with fifteen (15) or more LVN positions and (2) which either provide services seven (7) days a week or for which management has established multiple starting times. Only permanent full-time employees are eligible to participate in the post and bid process.

A. Vacant Positions

As management determines that positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. As positions become vacant and determinations are made by the State, the excess of non-posted positions over posted positions shall not exceed two (2) at any facility at any time. In no case shall more than sixty percent (60%) of the filled positions in a facility be held by employees through successful bids.

The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not subject to the post and bid procedure.

B. Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each facilities publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

1. Identification posting number
2. Level of position
3. Program and unit (or ward) or other assignment
4. Shift
5. Days off or rotation pattern and cycle
6. Time base
7. Deadline for bid submittal
8. Indication of an "incentive bid position"
9. Location where bid is to be submitted
10. Each notice shall remain posted for no less than seven (7) calendar days.

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

D. Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice.

If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios or 60/40 position count. These positions may be filled:

1. In accordance with subsection A above, or
2. Hire, promotion, reinstatement, transfer from within the facility or from another State agency.

If that position is filled or committed within sixty (60) days of withdrawal of posting under (2) above, it shall not count in the 50/50 posting ratios.

E. Incentive Bid Position

A vacant position that is posted two (2) consecutive times and remains unbid may be identified as an "incentive position" on the third consecutive posting. In a program identified as a "designated program" an unbid position may be identified as an incentive position on the second consecutive posting.

An employee who successfully bids an incentive position and remains in the position for one year shall be accorded super-seniority for their next successful bid; when two (2) or more employees with super-seniority bid, the position shall be awarded as follows:

1. Length of super-seniority
2. Seniority
3. By lot

Incentive positions that are not bid upon may be filled through internal transfer from within the hospital without counting in the posting ratios or position counts. He/she is then eligible to receive super-seniority in the same manner as an employee who bid the position. Employees who successfully bid an incentive position and are bidding in-place (same unit and shift as the posted position) shall not be eligible to earn the super-seniority. In designated program's the super-seniority eligibility shall be limited to positions awarded to employees from outside the program only.

The facility shall provide the Union with a weekly listing of "designated programs."

An employee in an incentive position that is deleted or altered in accordance with subsection E shall retain the eligibility to earn super-seniority if he/she elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the fourteenth (14th) consecutive calendar day toward the one year qualifying period to earn super-seniority.

F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee fill in that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall

remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

H. Transfers

Employees holding bid positions shall not, except in case of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

I. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action.

If, on appeal, the employee is exonerated, his/her right of bid and/or hold positions shall be restored. Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the facility's chief or designee is required prior to such denial.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold an/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded superseniority for one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

J. Limits on Bid

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection I above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the facility chief or designee prior to the final decision regarding the employee's ability to bid.

K. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the Union.
3. Representatives of the Union and the State shall meet and review the situation.
4. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
5. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

- L. Meet and Discuss
Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.
- M. At each facility, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with Union representatives for the purpose of reviewing compliance with the Post and Bid provision.
- N. For purposes of this Agreement, seniority is defined as one point for each qualifying month of full-time State service.
- O. Implementation and Applicability
The provisions of this section will be implemented six (6) months after ratification of the agreement by both the State and the Union membership.

20.11.20 Post and Bid Procedure for Vacant CNA Positions: Yountville Veterans Home (Unit 20)

Only permanent full-time employees are eligible to participate in the post and bid process. Employees on probationary status shall not be eligible to bid on posted positions.

- A. Vacant Positions
As management determines that positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without utilizing the post and bid procedure.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. In no case shall more than sixty percent (60%) of the filled positions in a facility be held by employees through successful bids.

The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not subject to the post and bid procedure.

- B. Posted Positions
Those positions which are determined to be posted shall be posted electronically. The format shall include the following posting criteria:
 1. Identification posting number
 2. Classification
 3. Ward assignment
 4. Shift
 5. Days off or rotation pattern and cycle
 6. Deadline for bid submittal
 7. Location where bid is to be submitted
 8. Typical assigned duties
 9. Description of duties to be performed (knowledge, skills and abilities)

- C. Bidding
Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be copied by the employee, with the employee submitting the original to the nursing office, a copy to the Union, and the employee retaining a copy. Bid forms shall include posting number, the employee's name and classification. The forms must be dated and signed by the employee.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

If no bids are received, the position may be filled in accordance with subsection A above.

D. Assignment

Within twenty (20) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in cases of emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice.

When a position is filled all employees who bid will be notified electronically.

E. Deletions

If a bid position is deleted, then the employee in that position may bid on any vacant posted position or he/she will be transferred at management's discretion to any vacant position.

F. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid shall be restored.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid as outlined above may be administratively transferred at the discretion of the State.

G. Limits of Bid

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is deleted. Exceptions to this limitation may be granted following a request in writing to the Human Resources post and bid administrator.

Management may deny a bid, which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician.

H. Nepotism

An employee may lose his/her right to hold and/or bid a position based on nepotism. If such bid or position creates a nepotistic situation, notice must be given to the employee. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days. Nothing in this subsection shall prohibit the employee and/or Union from filing a grievance.

I. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedures. This request will be honored by the non-requesting party within thirty (30) days of the request.

J. Management shall designate an official who shall be responsible for the administration of the Post and Bid process. Upon request, the Post and Bid administrator shall meet periodically with Union representatives for the purpose of reviewing compliance with the Post and Bid procedures.

K. For the purpose of this provision "seniority" is defined as one point for each qualifying month of full time State service. In case of ties in seniority, assignments will be made by service in class. If further tie breaking is necessary a tie breaker will be utilized.

- L. Post and bid will be 60/40 with 50/50 of the primary positions to the relief positions shared between the State and the Union.

ARTICLE 21 – MISCELLANEOUS

21.1 Telecommute/Telework Program (Excludes Unit 17)

- A. Telework is defined as performing work one or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a pre-approved work space and during pre-approved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.
- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.
- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.
- E. Upon written request, no more than once each fiscal year, representatives of the DPA will meet with three (3) representatives of SEIU Local 1000 to discuss improvements to the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992. Union representatives shall serve without loss of state compensation for this meeting.

21.1.17 Telecommute/Telework Program (Unit 17)

- 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. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- B. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.
- 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.
- D. Where operational considerations permit, departments shall consider implementing telework opportunities as a recruitment and retention strategy.

21.2 Electronic Monitoring (Excludes Unit 14 and 17)

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

21.2.14 Electronic Monitoring (Unit 14)

The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the source of attendance reporting.

21.3 Class A and Class B Commercial Driver's License (Excludes Unit 17 and 21)

A. Training

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

B. Medical Examinations

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

C. Fee Reimbursements

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

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:
 - a. The examination is scheduled during the employee's scheduled work hours; and
 - b. The examination does not interfere with the operational needs of the department.

2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

21.4.1 Call Centers (Unit 1)

A. Definition of a Call Center:

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

B. Training:

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

1. Training programs for new employees shall be pre-defined programs of classroom and on the-job-training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle and (5) shall be trained on how to properly escalate problem callers (6) and ergonomic training.
2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.
3. Upon request, upward mobility training and information shall be provided to all call center employees.
4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

C. Ergonomics:

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

1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.
2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.
3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.
4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.
5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after nonresolution of the problem. "Risk Management" shall reply in a reasonable time.
6. Every employee assigned to a call center will also be given access to the booklet, "Safe and Healthful Workstation Guide".

- D. Headsets:
Call Centers shall accommodate reasonable requests for an employee's choice of headsets.
- E. Call Monitoring:
 1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.
 2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.
 3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.
- F. Other
 1. Appropriate call center technology should be applied.
 2. 19.3(B) of the SEIU Local 1000 Master Contract shall be applied to all call center employees.
 3. The state shall notify the Union prior to the creation of any new call center and/or the selection of any new technology. The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees.
 4. The State shall train all Call Center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.
 5. These recommendations do not commit the State or any State department to the expenditure of unbudgeted funds.

21.4.4 Call Centers (Unit 4)

- A. Definition of a Call Center:
A call center is the central point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.
- B. Training:
Training is essential to the creation and maintenance of an effective Call Center.
 1. Training programs for new employees shall be pre-defined programs of classroom and on the-job-training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle and (5) shall be trained on how to properly escalate problem callers (6) and ergonomic training.
 2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.
 3. Upon request, upward mobility training and information shall be provided to all call center employees.
 4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.
- C. Ergonomics:
An ergonomically sound environment is essential to the health and welfare of all call center employees.
 1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.
 2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any

reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.

3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.
 4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.
 5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after nonresolution of the problem. "Risk Management" shall reply in a reasonable time.
 6. Every employee assigned to a call center will also be given access to the booklet, "Safe and Healthful Workstation Guide".
- D. Headsets:
Call Centers shall accommodate reasonable requests for an employee's choice of headsets.
- E. Call Monitoring:
1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.
 2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.
 3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.
- F. Other
1. Appropriate call center technology should be applied.
 2. 19.3B of the SEIU Local 1000 Master Contract shall be applied to all call center employees.
 3. The State shall notify the Union prior to the creation of any new call center and/or the selection of any new technology. The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees.
 4. The State shall train all Call Center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.
 5. These recommendations do not commit the State or any State department to the expenditure of unbudgeted funds.

21.5.1 Work Space Allocation (Unit 1)

A. Union Participation Matrix

The Union Participation Matrix is to be utilized by the departments in the design of newly constructed, leased, remodeled and/or renovated office space. The Union Participation Matrix clarifies the Union's involvement and in what way the Union contributes to the plan development. The objective is to ensure that the Union is involved throughout the project, from beginning to end, and ensure that management understands the role of the Union.

Union Participation Matrix

	Site Selection	Materials & Finishes	Furniture	Macro Layout and Space Plan (restrooms, parking, break rooms)	Micro Layout and Space Plan
Union	E	E	A B C D	E	A B C D
Steering Committee	B	B	B	B	E
Solution Teams	E	A B F	A B	A B	A B C D

Levels of Participation

A - Input establish criteria	D - Review and decide
B - Review and influence solutions	E - Informed
C - Develop Solutions	F - Choice (palette of options)

B. State Space Allowances Standards

State Administrative Manual (SAM) section 1321.14 (Revised 1/23/02)

The RESD is responsible for developing and implementing planning and design standards and determining space needs for state owned and leased facilities. The following table delineates the maximum space allowances and space types for each job category. The allowances indicate net square feet and do not include space for circulation and special requirements outside the office/workstation space. These standards are general guidelines and can be modified and developed to meet job requirements of individual agencies and their employees.

Once an agency's design standards and space allocations have been developed and approved by RESD, any modifications must be reviewed and approved by RESD.

State Space Allowance Standards		Maximum Net Square Feet by Space Type				
Job Category	Examples of Typical Job Titles	**CF Private	**CF Open	**CF Group	**MSF Open	**MSF Group
Executive	Cabinet Secretary, Agency Administrator, Board Chairperson, Department Director, Commissioner	300				
Administrators	Deputy Director, Assistant Director, Executive Secretary, Department/ Division Chief, Branch/Office Chief, Board Member	200				
Managers*	Bureau Chief, Deputy or Assistant Chief, section Head	150				
	Dept. Administrative Officer or Fiscal Officer, middle managers	150	150		112	
Supervisors*	Supervisor of large unit (10 or more)		125		96	
	Supervisor of small unit (9 or less), Asst. Unit Supervisor, First-line Supervisors		110		96	
Attorneys***	Attorney	150	100	100	80	80

Technical Professionals	Architect, Engineer			100	80	80
Working Professionals	Analyst, Accountant, Social Service Worker, Business Service Officer, Correctional Officer, Referee		100	100	64	64
Clerical Supervisors*	Clerical Supervisor		75		64	
Clericals	Account Clerk, Office Technician, Office Assistant, Stock Clerk		75	60	64	40

*THE NEED FOR PERIODIC PRIVACY AND CONFIDENTIALITY SHOULD BE CONSIDERED DUE TO PERSONNEL/LABOR RELATIONS ISSUES THROUGH THE EFFECTIVE WORK STATION LOCATION, CONFIGURATION OR PLACEMENT OF QUIET ROOMS.

** Definition of Terms

- CF Conventional Furniture: Freestanding furniture used to make up a workstation, whether in traditional or open office design.
- MSF Modular Systems Furniture: System of interconnecting acoustical panels and hang-on components used to make up a workstation. Used in open office design.
- Private One person, individual, hardwall constructed office for classifications indicated. The RESD staff is available to work with agencies to prepare justifications for exceptions to these standards.
- Open Office design with a minimum of private offices. Emphasizes flexibility of reconfiguration, uses MSF or screens and conventional furniture.
- Group Hardwall constructed office or MSF workstation with two (2) or more persons sharing the working area. Used with compatible work functions.

Throughout the design process, RESD Space Planners shall work with the client to establish allocations of personal and programmatic storage and file space for each employee as appropriate to the selected strategies.

*** Applies to Trial Attorneys only, unless justification is submitted to RESD for review and approval.

C. Alternative Office Strategies

State Administrative Manual (SAM) section 1321.15 (Revised 1/23/02)

The RESD shall assist agencies/departments in the design of office space through the use of appropriate Alternative Officing (AO) methodologies to better utilize existing and proposed space and to support employee alternative work schedules. AO strategies are:

- Universal Plan Standardized design of workstation area that allows departments to move people rather than furniture.
- Team Space Open workspace arrangement involving workstations with fewer, lower partitions to facilitate communication and collaboration.
- Shared Workspace Two (2) or more employees sharing a single, assigned workspace either during the workday or on different shifts or schedules.
- Teleworking Employees work at home, field offices or designated
- Teleworking Centers One to five (5) days a week on either a formal or informal schedule.
- Satellite Office A full service office location used by full-time employees living nearby.
- Free Address Non-dedicated, unassigned workspace at an agency/department location available to the employee on a first-come, first served basis.

Hoteling

Non-dedicated, unassigned workspace at an agency/department
Location reserved by the employee via a designated
coordinator, on an as-needed basis.

21.6.1 Hearst Castle Night Tours (Unit 1)

- A. Guides in all categories will be required to work up to a maximum of twelve (12) evening tour shifts per fiscal year.
 - A. Guides will be assigned evening tour shifts based on the current scheduling procedures.
- B. A volunteer pool will be established and used as follows:
 - 1. Guides will be polled in July of each year as to whether they wish to volunteer beyond the maximum twelve (12) evening tour shifts.
 - 2. When needed, Guides who have volunteered will be placed on the schedule based on their total monthly hours excluding hours worked in evening tour shifts. The Guide with the least number of monthly hours will be scheduled first.
- C. If the evening tour shifts cannot be covered by A and B above, Guides will be assigned to the schedule based on the same seniority guidelines used for preferred day off requests. Except that, the Guide with the lowest seniority will be assigned first, second lowest will be assigned second, etc.
- D. Scheduled shifts that include an evening tour shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue. These hours shall be counted towards the maximum yearly hours, not to exceed one thousand five hundred (1,500) hours.
- E. Guides working an evening tour will not be scheduled for their next shift within ten (10) hours of their ending evening tour shift, unless mutually agreed upon between the supervisor and guide.
- F. Additionally, any shift of less than five (5) hours shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue.
- G. Should the department determine that the above does not meet the needs of the department, the department and SEIU Local 1000 mutually agree to meet and confer over the impact of any proposed change.

21.7.1 Organizational Development (Unit 1)

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

21.8.1 EDD One-Stops (Unit 1)

The EDD and the DPA shall include these provisions in all MOUs entered into with local One-Stop partners:

- A. The local Workforce Investment Board certifies that its One-Stop Centers will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right of access by State labor organization representatives pursuant to the Dills Act (Chapter 10.3 of Division 4, of Title I of the Government Code, commencing with section 3512).
- B. State employees who are located at One-Stop Centers shall remain under the supervision of their employing department for the purposes of performance evaluation and other matters concerning civil service rights and responsibilities. State employees performing services at One-Stop Centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.
- C. If work-related issues arise at One-Stop Centers between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employees' civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 of Division 3 of Title 2 of the Government Code, commencing with section 12900), threats and/or violence concerning State employees, and State employee misconduct.

Grievances related to this section can only be processed through Step 3 (DPA) of the grievance, arbitration and AWOL procedures article of this Contract.

21.9.1 Business Cards (Unit 1)

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

21.10.1 Incompatible Activities (Unit 1)

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

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

- A. Using the prestige or influence of the State or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- B. Using State time, facilities, equipment, or supplies for private gain or advantage.
- C. Using, or having access to, confidential information available by virtue of State employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- D. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his/her duties as a State officer or employee.
- E. Performance of an act in other than his/her capacity as the State officer or employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the officer or employee.
- F. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee consistent with the DPA guidelines (Reference Code 85-05).
- G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his/her full time, attention, and efforts to his or her State office or employment during his/her hours of duty as a State officer or employee. When an appointing power determines there is a need to establish a new incompatible activity statement or add to or alter an existing incompatible activity statement, the Union will be notified and given an opportunity to meet on the proposed incompatible activity statement with the appointing power. An employee may request that the appointing power grant an exception to the prohibitions on outside employment contained in the applicable incompatible activity statement. If the exception is denied, it shall be reviewed, upon request by the employee, by a committee composed of two (2) representatives of the appointing power and two (2) representatives of the Union. The committee will issue a recommendation within fifteen (15) calendar days to the department head or designee for decision. The department head or designee shall issue a written final decision within fifteen (15) calendar days.

21.11.3 Class Size (Unit 3)

- A. It is the policy of the State that the educational needs of its students are of primary importance taking into consideration needs of the staff, available facilities, equipment, financial resources and other operational needs. In adhering to this policy, the State agrees to meet and confer with the Union over the impact of management proposed changes to existing class size criteria. It is recognized that final class size determinations shall be within the authority and discretion of management.
- B. The Union may request from the CDCR, Adult an exemption from the existing class size to the superintendent or designee. The effected department shall, within twenty (20) calendar days, either

grant or deny the requested exemption and inform the Union and the affected teacher in writing of the department's decision. The parties may agree to mutually extend the twenty (20) calendar day time frame. If the request for class size exemption is denied by the Warden, the Union may appeal to the next level of authority for review.

- C. The exemption review process shall consider, but not be limited to, the following:
 - 1. Operational/Program needs
 - 2. Physical space
 - 3. Safety of the staff, inmates or wards
 - 4. Diagnosed psychological, physiological and learning characteristics of the students
- D. The Union may request from the CDCR, Division of Juvenile Justice (DJJ) an exemption from existing class size to the Superintendent or designee pursuant to the department's class size exemption policy.
- E. Upon request of the Union, the CDCR, Adult will provide available class attendance statistics for the Union's review such as the number of teachers with actual classroom assignments by facility and the monthly education report.
- F. The CDCR shall provide a copy of their departmental class size exemption policy to Unit 3 teachers and the Union within four (4) months after the ratification of the Contract by the Union and the Legislature, whichever is later. In addition, the CDCR shall provide a copy to newly hired teachers as part of their new employee orientation.
- G. Class size criteria established by department policy may only be grieved to the second step of the grievance process.

21.12.3 Student Discipline (Unit 3)

- A. Upon request of the Union, the State employer agrees to consult with the Union representatives on the development of a written student discipline program.
- B. Teachers may recommend either temporary or permanent removal of a student when in his/her professional judgment the teacher believes a student's behavior is interfering with the learning of others or when a teacher/instructor or other students are being threatened; however, the State employer retains the authority to remove or suspend a student from the classroom.
- C. This section shall apply to Unit 3 civil service employees and exempt Unit 3 employees in the Special Schools of the DOE.

21.13.3 Student Class Assignment (Unit 3)

- A. It is the common goal of management and the Union that students attending State classes be assigned to appropriate classes. To facilitate this goal, an advisory committee shall be established for each department to develop and periodically review student class assignment procedures within ninety (90) days of ratification of this Contract. These committees shall have equal numbers of Union and management members.
- B. The assignment procedure shall include the decision-making process and the position(s) responsible for classroom assignments and review of assignments.
- C. Students shall be assigned according to the established policies. When a teacher believes a student is inappropriately assigned the assignment will be referred to the position designated in the policy for review and appropriate assignment.
- D. Final Class assignment procedures, as well as individual student assignments, shall be within the authority and discretion of management.

21.14.3 Non-Instructional/Teacher Preparation Time (Unit 3)

- A. During a teacher's workday, there shall be scheduled non-instructional periods for purposes of teacher preparation and for performance of other job duties.

Teacher preparation is work time to be used for the purpose of supporting classroom instruction at a level consistent with the diversity of student needs and changing program demands. Management may grant additional preparation time to an individual teacher when management has made a major change in the teacher's assignment.

Although it is not the intent of the State to unnecessarily infringe upon teacher's preparation time, it is recognized by both parties that it may be appropriate for teachers to be assigned other duties during this time.

Job duties not directly in support of classroom instruction will be scheduled, to the extent possible, with reasonable prior notice, taking into consideration teacher workload and operational needs.

- B. The CDCR shall provide a copy of their departmental policy relative to student instructional time to Unit 3 teachers within four (4) months after the ratification of this Contract by the Union and the Legislature, whichever is later. In addition, the CDCR shall provide a copy to newly hired teachers as part of their new employee orientation.

21.15.3 Off-Site Teacher Preparation Time (Unit 3)

Consistent with the provisions of article 19.1 (Hours of Work), employees in Unit 3 teaching classes may schedule their instructional preparation time off-site, provided the time scheduled is during non-student contact time as determined by management.

21.16.3 Professional Responsibility (Unit 3)

It is the State's policy to allow Unit 3 employees the exercise of professional judgment in their work recognizing, nonetheless, that ultimate responsibility for determining work methods and selecting methodologies, curricula, etc., rests with management.

21.16.21 Professional Responsibility (Unit 21)

- A. It is the State's policy to allow Unit 21 employees the exercise of professional judgment in their work including work methods, objectives, and hours.
- B. Unit 21 employees shall exercise their professional judgment in their work including scheduling of work hours consistent with the fulfillment of professional responsibilities.
- C. Both parties recognize that ultimate responsibility rests with management.

21.17.3 Recognition of Authorship (Unit 3)

The State employer shall recognize authorship of Unit 3 civil service and exempt employees involved in the writing of publications by identifying principal contributors in the title page, if any, of said publications. In the event of disputes involving the identity of principal contributors to State publications, the department head shall resolve such disputes. Articles or manuscripts, written under State auspices, shall give recognition of principal authorship on the title page, if any.

21.17.21 Recognition of Authorship (Unit 21)

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

21.18.11 Drug and Alcohol Testing (Unit 11)

- A. Commercial Drivers' License Holders
 - 1. Unit 11 employees whose job assignment requires them to have a commercial drivers' license (CDL) are subject to drug and alcohol testing as defined in 49 CFR 382, et al.
 - 2. Employees who operate commercial vehicles seasonally as part of their required job duties for their employer may elect to deactivate their commercial driver status and remove themselves from the random testing pool by providing notice in writing to their employer at the end of each season of operating a commercial vehicle. Employees not electing to deactivate their commercial driver status for their employer will be deemed to continue to be available to operate a commercial vehicle for their employer and will remain subject to drug and alcohol testing under 49 CFR 382 et al and 49 CFR 40 et al. Employees who have received notice for a drug and alcohol test that was mailed or given to the employee prior to their employer's receipt of the employee's request to deactivate from commercial driver status must complete all such outstanding random tests.

3. The Union and the State jointly encourage unit employees to seek counseling and treatment when appropriate for substance and alcohol abuse issues. Accordingly, an employee whose job duties do not require the employee to possess a CDL, and who requests to deactivate his/her CDL status and voluntarily utilizes the resources available to him/her in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, shall not be required to complete any outstanding random tests nor shall the employee be disciplined for exercising his/her rights under this section.
- B. Class C Drivers' License Holders
- Employees who operate State equipment requiring a Class C driver's license are subject to reasonable suspicion drug and alcohol testing while on duty. Such testing will conform to the requirements and procedures of DPA rules 599.960, 599.962, 599.964, 599.965, and 599.966; 49 Code of Federal Regulations (CFR) Part 40, et al; and 49CFR Part 382, et al. Whenever the State's rules are broader or are in direct conflict between State and Federal regulations, the State's rules shall prevail.
- C. Miscellaneous Provisions Applying To CDL And Class C Drivers' License Holders
1. Notwithstanding section 5.10(b), the State shall only test for amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THC), opiates (narcotics), phencyclidine (PCP) and alcohol and shall use the cut-off levels for determining positive test results contained in 49 CFR 40 et al, and 49 CFR 382 et al.
 2. The State reserves full discretion to dismiss an employee for a first positive drug or alcohol test or for refusing to test. Employees so dismissed, except those on probation, shall have an opportunity to stipulate to a last-chance agreement. This opportunity may not extend to cases in which the employee has a past adverse action history or in which the positive test or refusal to test occurs in conjunction with a serious offense which in itself would result in dismissal. Serious offenses include but are not limited to workplace violence, acts that result in personal injury, acts that result in significant property damage, etc.
 3. Last chance agreements shall include a provision which requires an employee's evaluation by a substance abuse professional as referenced in 49 CFR 382.605 and follow-up testing after returning to duty. The State will pay for the substance abuse professional's evaluation and counseling by the same substance abuse professional when it is obtained through a State contract provider. While participating in rehabilitation as recommended by the substance abuse professional and with prior approval of the employer, employees may use accrued sick leave, vacation, annual leave, compensatory time off, or other accrued paid leave. Employees who have insufficient leave credits may use unpaid leave for the duration of this rehabilitation period.
 4. At the employee's request, the State shall send the second portion of the split urine specimen (Sample B) to another certified drug testing laboratory of the employee's choice, and the state shall pay for the test when the test of Sample B fails to confirm the test of Sample A.
 5. Employees who appeal a drug or alcohol-related adverse action or reject on probation to the SPB shall automatically be deemed to have withdrawn with prejudice any related grievance filed pursuant to article 6 of this Contract and shall have no right to file any additional grievances related to the adverse action or rejection on probation. A grievance filed pursuant to this article shall be filed with the department head or his/her designee within thirty (30) days after the Skelly Officer's decision. In the event the grievance is denied and not settled by the parties within ten (10) working days from the date of its filing, the union may invoke the procedures in article 6 to select an arbitrator. Adverse actions or rejections on probation may be arbitrated only after the grievant signs an express waiver of all rights to appeal the action or rejection to the SPB. In arbitrations' involving adverse actions, the arbitrator shall determine if just cause exists and, if not, the appropriate remedy. Grievants arbitrating a rejection on probation shall have the burden of going forward and the burden of proof.

21.19.17 Nursing Policy and Procedures Manual (Unit 17)

Within the DOE, CDVA, CDCR, DMH, and DDS, each department will establish Nursing Policy and Procedures Manual(s), which shall include, but not be limited to, provisions on doctor's orders, validated

standard medication procedures, medical protocol, and record keeping. This provision applies only to those work areas where hands-on-care is provided. A manual shall be provided at each facility where hands-on care is provided and such manual(s) shall be freely accessible to Unit 17 employees.

21.20.17 Labor/Management Committee - Nurse Utilization (Unit 17)

- A. Any department with Unit 17 employees shall upon request by Unit 17 establish a joint labor/management committee to review the current utilization and scope of practice of registered nurses. The committee shall review applicable Federal and State regulations for the purpose of developing recommendations regarding organizational, regulatory and legislative actions necessary to assure the full participation of registered nurses in the department's treatment programs. The committee shall consist of no less than two (2) representatives from Unit 17 and no less than three (3) representatives from department management. Employees shall suffer no loss of compensation as a result of participation in the labor/management committee meetings. Each party shall be responsible for the expenses of their participants. The parties shall meet and confer prior to implementing any recommendations pertaining to issues within the scope of practice. Management shall invite subject matter experts to speak on specific items.
- B. For facility issues, a subcommittee of the labor/management committee may be convened at each facility identified by Unit 17. For purposes of the subcommittee, in lieu of the statewide labor/management committee Unit 17 representatives, the Union may appoint two (2) facility representatives to participate. Subcommittee issues may include, but are not limited to, housekeeping duties, janitorial duties, in-service training and Professional Practice Groups.

21.21.17 Contract Violation Waiver (Unit 17)

Waiver of any violation of this Contract, or failure to enforce any of the terms shall not constitute a waiver of the right to future enforcement of any of the terms.

21.22.17 Licensure (Unit 17)

The State of California requires that registered nurses, as health care providers, will be currently licensed.

The State and the nurses it employees are committed to the highest levels of patient care in terms of the patient's health and safety. Accordingly, the parties agree that the nurse shall not practice, nor shall the nurse be required to practice, in any manner, which places the nurse's license in jeopardy.

This section is not arbitrable; however, it may be grieved to the third (DPA) level.

21.23.17 Recruitment and Retention Committee (Unit 17)

The State and the Union recognize the immediate need to retain existing Registered Nurses and recruit and retain additional Registered Nurses. For this purpose, the State and the Union shall agree to utilize the existing Labor/Management Committee format identified in article 5.10.17 of this Agreement. Upon request by the Union, the State agrees to convene meetings with the Union for the express agenda to examine the recruitment and retention of Registered Nurses. For purpose of these meetings, held on a department-wide basis, the Union shall be allowed three (3) rank-and-file participants who shall be appointed by the Union and serve without loss of compensation. Union staff may participate in these meetings. Written reports of recommendations shall be submitted to the respective department director (or designee) with a copy to DPA and the Union.

The goals of the meetings may include, but are not limited to:

1. Identify work sites and divisions where there exists retention and recruitment difficulties for Registered Nurses;
2. Devise strategies and plans for resolving identified recruitment and retention problems, including but not limited to, the development or improvement of recruitment and retention programs;
3. Review may include but not be limited to: preceptorship, participation at job fairs, college presentations, new graduate programs, and re-entry programs;
4. Formulate recommendations for improving Registered Nurse recruitment and retention including methods and procedures to help resolve weekend and holiday-time staffing issues and avoid the need for overtime work;

5. Make recommendations for the improvement of staff morale and the enhancement of professional recognition of Registered Nurses.

21.24.21 Job Related Conferences and Conventions (Unit 21)

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

ARTICLE 22 – STATE SPECIAL SCHOOLS

22.1.3 Discipline and Discharge – Special Schools (Unit 3)

A. Purpose

The purpose of this article is to provide a prompt and efficient procedure for the imposition of discipline and discharge.

B. Applicability

1. This article shall only apply to permanent tenure and pre-tenure exempt employees (hereafter employee) of the DOE, Special Schools.
2. Appealable disciplinary action is defined as dismissal, demotion, or suspension without pay for more than fifteen (15) calendar days or its equivalent as a reduction in pay.
3. This article shall not apply to the decisions to grant or deny tenure.

C. Discipline Procedure

1. Discipline shall only be imposed for cause. "For cause" means a legitimate non-arbitrary reason for dismissal, demotion, suspension without pay, or reduction in pay as defined by B(2) above.
2. The parties recognize that situations arise where circumstances necessitate the immediate removal of the person from the work are for reasons related to the safety of persons or property, disruption of program or operations, or investigation for any disciplinary action or commission of a crime. The appointing power may place an employee on a leave of absence with or without pay for a period not to exceed sixty (60) days in circumstances described above.

If discipline is not taken on or before the date such leave is terminated, the leave shall be with pay. If disciplinary action may be taken retroactive to any date on or after the date the employee was placed on leave. Notwithstanding any other section of this article, disciplinary actions under such circumstances shall be valid if written notice is served upon the employee not later than seven (7) calendar days after the employee is notified of the disciplinary action.

3. The department head or designee shall initiate any disciplinary action as specified in this article by written notice of disciplinary action served in person or served by certified mail, return receipt requested, to the employee's last known address as listed in the employee's official personnel file. The notice of disciplinary action shall include:
 - a. A statement of the nature of the disciplinary action;
 - b. The effective date of the disciplinary action;
 - c. A statement in ordinary and concise language of the acts or omissions upon which the disciplinary action is based;
 - d. A statement advising the employee of the right to answer the notice orally or in writing;
 - e. A statement advising the employee of the time within which an appeal must be filed; and
 - f. A statement advising the employee of his/her right to a representative of his/her choice.
4. At least seven (7) calendar days prior to the effective date of any disciplinary action as defined in C(3) above, and at the request of the employee, the department head or designee and the affected employee and his/her representative, if any, shall meet to review the notice of pending disciplinary action. The employee may respond orally or in writing. A written response shall be directed to the department head or designee within seven (7) calendar days of the meeting or within ten (10) calendar days if no meeting is held. Based on the

review of the pending disciplinary action and the employee's response, if any, the department head or designee shall provide written notice to the employee within twenty (20) calendar days of his/her decision to rescind, modify or affirm the disciplinary action.

D. Disciplinary Action Appeal Process

No later than twenty (20) calendar days after receipt of the notification to impose disciplinary action, an employee may appeal the disciplinary action to the SPB. A hearing shall be conducted by an SPB hearing officer. The hearing shall be conducted in accordance with existing law as set forth in Title II of the California Administrative Code. The proposed decision of the SPB hearing officer shall be subject to review by the SPB, which shall render a final and binding decision.

E. Right to Representation

When an appointing power's representative has a conference with an employee where at the time the meeting is convened, the employee is the focus of a possible disciplinary action, the employee is entitled, upon request, to a representative of his/her choice. Non-availability of the representative for more than two (2) workdays shall not delay the conference. However, this right shall not extend to routine business communications such as, but not limited to, performance evaluations, training, job audits, counseling sessions or work related instructions.

22.2.3 Academic Year – Special Schools (Unit 3)

- A. In the State School for the Blind, Fremont, and in the State Schools for the Deaf, Riverside and Fremont, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty. The academic calendar for exempt staff in the classification of Teacher shall be one hundred eighty-four (184) workdays, of which up to one hundred seventy-six (176) shall be student contact days. The academic calendar for exempt staff in the classification of Teacher Specialist shall be one hundred ninety-four (194) workdays.
- B. In the Diagnostic Centers at Fremont, Fresno, and Los Angeles, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty, and shall be two hundred nine (209) workdays.
- C. The Superintendent of a State Special School shall obtain input from exempt staff during the development of the proposed academic calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the special school shall notify the teachers and obtain input.
- D. During the term of this Contract, the Director of State Special Schools hereby agrees that he/she will provide the Union with copies of proposed academic calendars for each of the Special Schools for the following academic year by April 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Director shall be free to implement the calendar or calendars unilaterally. In the event of an emergency or of events beyond the control of the Director, the State Special School shall be free to make such change in any or all of the academic calendars for the Special Schools as are required by operational necessity.
- E. Within thirty (30) calendar days of the adoption of an academic calendar, the State Special School shall provide a copy of the academic calendar to exempt Special School employees.
- F. Time limits established in subsection D and E above can be extended by mutual agreement of both parties.

22.3.3 Work Assignment Notification – Special Schools (Unit 3)

Management of the DOE Special Schools shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the spring semester. If any change in assignment becomes necessary, the DOE will endeavor to notify the affected teachers as soon as possible. Where changes are made, the employee will be provided a written explanation of the need for such change.

22.4.3 Personal Leave Days – Special Schools (Unit 3)

- A. Upon completion of six (6) pay periods, employees shall be eligible for up to two (2) personal days which may be used during the academic year or extended school year.

- B. Personal leave days may be approved for use during the school year or extended school year. A personal leave day may be disapproved if the operating needs of the school prevent such leave.
- C. The Superintendent or designee may require an employee to provide five (5) working days advance notice before taking his or her personal leave day. A personal leave day may be granted with less than five (5) working days notice.
- D. A maximum of two (2) personal leave days may be carried over from one school year to the next. An employee may carry no more than four (4) personal leave days at any given time.
- E. Employees who have not used their personal leave days upon termination of employment or retirement will receive cash payment.
- F. Employees may transfer personal leave days in accordance with the provision of article 8 and the other provisions contained in article 22.

22.5.3 Extra Duty Assignment – Special Schools (Unit 3)

- A. Exempt teachers as the Special Schools of the DOE in Unit 3 may be required to serve in supervisory or advisory assignments at athletic events, dances, plays, and other after school and evening school-sponsored events for the benefit of students, the curriculum, and job effectiveness with no additional compensation.
- B. Exempt Special School teachers of the DOE who are required to perform coaching duties in athletic or drama events or the yearbook will receive a coaching differential in accordance with the schedule listed on Appendix D; Side letter 6.3. The coaching differential shall be subject to the following conditions:
 - 1. The school superintendent or designee(s) shall select the coaches and the maximum, number of head coaches and assistant coaches receiving the coaching differential;
 - 2. A coaching assignment may be terminated at any time by the school superintendent or designee;
 - 3. The coaching differential shall be paid to the exempt teachers at the conclusion of the coaching activity;
 - 4. Exempt teachers who are assigned coaching duty and perform for less than an entire season, shall receive the coaching differential on a pro rata basis;
 - 5. Special School exempt teachers who receive the coaching differential are not entitled to overtime, or any other premium pay;
 - 6. Coaching position vacancies will be advertised.
- C. Nothing in this section shall prevent any school employee from volunteering their services.
- D. This section shall not be considered “compensation” for purposes of retirement.

22.6.3 Tenure – Special Schools (Unit 3)

- A. Definitions
 - 1. The designation of classes of members of the teaching staff of a Special School established by section 17604 applies to this article.
 - 2. “Tenure” is the right, under the provisions of this article, of an employee to continue full-time employment as a teacher at a particular special school, subject to resignation, dismissal, suspension, or other disciplinary action for cause. A Supervising Teacher, Specialist, may acquire tenure only as a teacher.
 - 3. A “pre-tenured employee” is a school term employee at a particular special school who does not have tenure.
 - 4. A “tenured employee” is a person who has tenure.
 - 5. “Full-time service” means full-time service as one of the following:
 - g. A school term employee for ninety percent (90%) of the teacher work days in one school term applicable to the employee.
 - h. A Supervising Teacher, Specialist, for ninety percent (90%) of the work days applicable to him/her in one fiscal year.
- B. Acquisition of Tenure

Tenure is acquired by meeting all of the requirements specified in any one of the following subsections:

 - 1. Full-time service as a pre-tenured employee at one special school in one or more classes of employees for three (3) successive school terms or fiscal year, as applicable; and

commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. The tenure is in that school.

2. Voluntary transfer, including transfer in lieu of layoff, of a tenured employee at one special school to another special school for the same type of student; full-time service for one school term, or fiscal year, as applicable, immediately following the transfer, in the special school to which the employee so transferred; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. At the date of commencement of service for the second school term, or fiscal year as applicable, at that school, the transferee shall lose tenure at the school from which he/she transferred and shall have tenure at the school to which he/she transferred.
 3. Transfer of a pre-tenured employee from a special school to a newly established special school for the same type of student; rendition of full-time service for three (3) successive school terms or fiscal years, as applicable, at either or both of such schools, and commencement of service under appointment for full-time service at the newly established school for the next school term or fiscal year, as applicable. At the date of such commencement of service, the transferee shall lose all rights toward tenure at the school from which he/she transferred and shall have all such rights at the school to which he/she transferred.
 4. Full-time service in a special school by a pre-tenure employee for at least one school term or fiscal year, as applicable; transfer to an existing special school and rendition for full-time service therein for two (2) successive school terms or fiscal years, as applicable; and commencement of service therein under a reapportionment for full-time service at that school for the next school term or fiscal year, is applicable. At the date of commencement of service under such reappointment, the transferee shall lose all rights toward tenure and shall have tenure in the school to which he/she transferred.
 5. A pre-tenured employee's probationary period may be extended by the superintendent for at least an additional year when the pre-tenured employee is absent from work for a semester or more when the pre-tenured employee is unable to obtain an appropriate special education credential within the three (3) year pre-tenured period.
- C. Reappointment and Notice of Intention Not to Reappoint
A pre-tenured employee shall be deemed to be reappointed for the school term or fiscal year, as applicable, succeeding the school term or fiscal year in which he/she is serving, unless by March 15, the superintendent of the school gives him/her notice that he/she will not be appointed. The notice shall be in writing, signed by the superintendent of the school, and given in either of the following ways:
1. Mailed, by certified mail, return receipt requested, to the employee at his/her known address as listed in the employee's official personnel file.
 2. Delivered to the employee in person and his/her written receipt of the notice secured. If the employee refuses to sign the receipt of notice, an affidavit of service made by the person delivering the notice and filed with the superintendent of the school shall be deemed the equivalent of acknowledgement of receipt of notice. Notwithstanding any provision of this section to the contrary, no person shall be deemed to be appointed or to have been awarded tenure because notice is not given or received by the time or in the manner prescribed in this section. Should it occur that no notice is received by the times prescribed in this section, it is the duty of the employee concerned to take inquiry to determine the ultimate decision of the school.
- D. Evaluation of Pre-Tenured Employee
An exempt employee denied tenure may grieve the denial through the third step of the grievance procedure which shall be the final step of appeal.

22.7.3 Enhanced Industrial Disability Leave (EIDL) State Special Schools (Unit 3)

- A. An employee who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by a student.
- B. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount

of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

- C. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.
- D. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- E. Other existing rules regarding the administration if IDL will be followed in the administration of EIDL.
- F. This section relating to EIDL will not be subject to the arbitration procedure of this contract.

ARTICLE 23 – CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) – DIVISION OF JUVENILE JUSTICE (DJJ) (Unit 3)

23.1.3 Purpose (Unit 3)

This article represents the full and complete understanding reached by the parties on March 10, 2006, at the conclusion of Negotiations mandated by the Alameda Superior Court, in the Margaret Farrell versus Walter Allen III, Director California Youth Authority, No. RG03079344, referred to as the ***PLO Educational Remedial Plan***, effective April 1, 2006.

23.2.3 Academic Work Year (Unit 3)

- A. The PLO Educational Remedial Plan implementation period is defined as April 1, 2006 through July 12, 2006. During this period, all full time DJJ/California Education Authority (CEA) Unit 3 eligible employees shall be assigned to and work the remainder of the 2005-2006 Academic Calendar Schedule established by the CEA.
- B. The PLO Educational Remedial Plan, Intersession, is defined as July 13, 2006 through August 6, 2006. During this session, a full-time DJJ/CEA Unit 3 eligible employee shall be:
 - 1. Permitted to work; or,
 - 2. Permitted to choose to not work and instead be absent on approved dock; or,
 - 3. Granted approval to use existing vacation, personal leave, holiday credits, or approved educational leave, and be paid for the entire session; or,
 - 4. Granted a combination of all the above.
- C. Effective August 7, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall work a 220 day Academic Calendar year. The 220 day Academic Calendar Year includes two (2) ninety (90) day semesters, a thirty (30) day summer session, and ten (10) professional staff development days.
- D. If the DJJ/CEA authorizes an Intersession in subsequent academic years, DJJ/CEA Unit 3 eligible employees, who meet the qualifications for the work needed, shall be offered this additional work assignment prior to seeking outside resources. If two (2) or more individuals are interested in the same assignment, the employee with the most state seniority shall be given the assignment.
- E. Employees shall be compensated for said work at their normal daily rate of pay.
- F. All salary earned, as described above, shall be considered compensation for purpose of retirement contributions.

23.3.3 Academic Calendar (Unit 3)

During the term of this Contract, the CEA, Superintendent of Education, hereby agrees that he/she will provide the Union with copies of proposed CDCR-DJJ academic calendar(s) for the following academic year by April 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Education, CDCR-DJJ shall be free to make such change in any or all of the academic calendars for the CDCR-DJJ as are required by operational necessity.

23.4.3 Additional Instructional Assignments (Unit 3)

- A. full-time DJJ/CEA Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:
 - 1. Additional instructional service shall be compensated in fifteen (15) minute increments.
 - 2. Each hour of additional instructional service shall be compensated equivalent to one-eighth (1/8) of the employee's daily rate of pay.
 - 3. Additional instructional service shall be compensated on a cash basis.
- B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.

23.5.3 Thirty (30) Day Summer Session Leave (Unit 3)

- A. The Superintendent of Education may grant, upon request of a permanent full-time DJJ/CEA Unit 3 eligible employee, a leave of absence for the thirty (30) day Summer Session up to thirty (30) scheduled work days.
- B. DJJ/CEA Unit 3 eligible employees, who have accrued Educational Leave, will be permitted to use approved Educational Leave, in accordance with section 8.28.3, Educational Leave of this MOU, to pay for all educational related activities completed during the thirty (30) day Summer Session.

23.6.3 Educational Leave (Unit 3)

- A. For the CDCR, DJJ, Educational Remedial Plan implementation period beginning April 1, 2006 and through July 31, 2006, DJJ/CEA Unit 3 eligible employees shall continue to accrue and utilize Educational Leave pursuant to article 8.28.3, Educational Leave.
- B. Effective August 1, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28.3, Educational Leave.
- C. All full-time DJJ/CEA Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph B above.
- D. Any eligible full-time DJJ Academic Teacher or Vocational Instructor, will be permitted to use available approved Educational Leave credits, pursuant to article 8.28.3, Educational Leave of this MOU, to pay for all educational related activities completed during the thirty day Summer Session.
- E. Priority use of Educational Leave for Vocational Instructors: Any Vocational Instructor who is unable to prove his/her credits or who is initially placed within Range B or Range C on the salary schedule, (Appendix C) will be given priority for Educational Leave during the 2006 Summer Session. In the event that the number of requests exceeds the school's capacity to grant Educational Leave, State seniority will be the determining factor.

23.7.3 Holidays (Unit 3)

- A. Effective April 1, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall not be entitled to official observed State holidays with pay. These days shall be observed as unassigned, non-work days.
- B. For all DJJ/CEA Unit 3 eligible employees, when an observed holiday falls on an employee's unassigned, non-work day, and the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.

23.8.3 Vacation (Unit 3)

- A. For the CDCR, DJJ, Educational Remedial Plan implementation period, April 1, 2006 and through August 4, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall continue to utilize Vacation pursuant to section 8.1, Vacation/Annual Leave.
- B. Effective with the August 2006 pay period, all full-time DJJ/CEA Unit 3 eligible employees shall cease Vacation Leave accrual, as provided in section 8.1.
- C. All full-time DJJ/CEA Unit 3 eligible employees shall be permitted to retain the Vacation Leave credits accrued prior to the termination described in paragraph B above.
- D. Effective August 7, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall be precluded from using Vacation Leave credits, except:
 - 1. As provided for in section 8.16, FMLA; or
 - 2. In exceptional situations not covered by section 23.9.3, Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.

- E. Any DJJ/CEA Unit 3 employee employed on April 1, 2006 and who has had vacation approved during the April 1, 2006 and July 12, 2006 implementation period shall have their approved vacation honored.

23.9.3 Personal Necessity Leave (Unit 3)

- A. A new full-time DJJ/CEA Unit 3 eligible employee, upon successful completion of an initial academic calendar ninety (90) day semester, shall be credited with three (3) personal necessity days on the first day of the following semester.
- B. All current full-time DJJ/CEA Unit 3 eligible employees shall be credited with three (3) personal necessity days on the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) personal necessity days.
- C. Personal necessity leave may be utilized by an employee who has sufficient leave for circumstances that are serious in nature, which cannot be expected to be disregarded, and which, necessitate immediate attention and cannot be dealt with during off-duty hours.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her personal necessity day. A personal necessity day may be granted with less than five (5) working days notice.
- E. Upon termination from State employment, the employee shall be paid for all accrued personal necessity days.

23.10.3 CDCR, DJJ, Academic Teacher/Vocational Instructor Salary Schedule (Unit 3)

- A. A current DJJ/CEA Unit 3 eligible employee, effective April 1, 2006, shall be compensated in accordance with the DJJ/CEA Unit 3 – 2005-2006 Salary Schedule for their respective high school (Appendix C).
- B. A current DJJ/CEA Unit 3 eligible employee shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience.
- C. No teacher will be paid below his/her current daily rate salary earned on March 31, 2006. To calculate your daily rate, you must first calculate your annual salary by multiplying your current monthly pay times twelve (12). Then take your annual salary rate and divide it by 220 and then multiply that number by 1.054.
 - 1. Current monthly salary times (x) 12 = Current Annual Salary.
 - 2. Current annual salary divided by 220 times (x) 1.054 = Daily rate.
 - 3. If the daily rate calculated does not match any figures on the respective salary schedule, the employee will be paid the next highest daily rate.
- D. For current and new employees with less than ten (10) years of state service, outside qualifying experience in a full time credential teaching position can be used to place the employee into the salary schedule up to a maximum of Step 10.
- E. Additional daily rate incentives may be paid for hard to fill classifications.
- F. Eligible employees shall be permitted to submit official documents by December 31, 2006, to support initial placement or advancement on the salary schedule. No documents shall be accepted from employees seeking reconsideration of their initial placement after December 31, 2006. Adjustments to initial placement or advancement will result in retroactive payments to the employees date of hire, but in no case prior to April 1, 2006.
- G. Each step/range moving either down/across is a three and one-half percent (3.5%) increase. Steps are years of service. Range increases are attained by completing additional credits as described on the salary schedule.
- H. Current DJJ/CEA Unit 3 eligible employees who were initially placed on the salary schedule, based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to April 1, 2006, who are initially placed into the salary schedule based upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.

23.11.3 Credits for Salary Advancement (Unit 3)

- A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, including credits for continuing education courses if taken from an accredited college or university. In addition, Vocational education teachers shall receive one unit of semester credit for each forty-five (45) hours worked in industry in a position directly related to the teachers/instructor's vocational education instructional area. College credits, continuing education credits and any work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.
- B. Continuing education units required for current professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from an immediate supervisor.
- C. For the purpose of salary advancement DJJ/CEA Unit 3 employees may also receive both professional growth and salary advancement as long as there has been prior approval for such an action from an immediate supervisor or program director as follows:
 1. Credits used for salary advancement shall have some relevance to the field of instruction of the teacher or specialist seeking credit.
 2. In lieu credit may be granted for engaging in projects and/or CEA approved workshops regarding the improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen (15) hours equal to one credit. No more than three (3) credits will be granted in one year.

23.12.3 Salary Schedule Re-opener (Unit 3)

On November 1 of each year, the State will review the salary schedules of the County Office of Education in each county where a DJJ high school is located. The State will provide the Union with copies of proposed salary schedules for each county no later than January 1. If the Union wishes to meet and confer relative to these salary schedules, it must request to do so no later than March 1. If a request to meet and confer is made, the parties will commence negotiations of the proposed salary schedules pursuant to the Dills Act. These salary schedules shall be implemented no later than the first day of the following academic year.

23.13.3 Bargaining Unit 3 Teacher Service Credit (Unit 3)

Bargaining Unit 3 employees who work in the DMH, DDS, DOE, or CDCR and who transfer to DJJ, will be granted full State service credit and be placed accordingly on the DJJ salary schedule.

23.14.3 Joint Labor Management Committee (Unit 3)

The CDCR, DJJ, DPA, and SEIU Local 1000 agree to meet in October 2006 to review issues that may arise as a consequence of implementing the PLO Educational Remedial Plan.

ARTICLE 24 – ENTIRE AGREEMENT AND DURATION

24.1 Entire Agreement (Excludes Unit 17)

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

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

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

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

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

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

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

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

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

24.1.17 Entire Agreement (Unit 17)

- 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 rights 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 during the term of this Agreement as provided in subsections B and C below.

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

Except for the DDS, DMH, CDCR, and the CDVA the parties recognize that during the term of this Agreement 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 SEIU Local 1000 of the proposed change thirty (30) days prior to its proposed implementation

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 17, when all three of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 17;
2. Where the subject matter of the change is within the scope of representation pursuant to the Ralph C. Dills Act.
3. Where SEIU Local 1000 requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Dills Act.

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

In the DDS, DMH, CDCR and the CDVA parties recognize that during the term of this Agreement it may be necessary for the State to make changes in working conditions which are within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify SEIU Local 1000 of the proposed change thirty (30) days prior to its proposed implementation and meet and confer pursuant to the following paragraph prior to the implementation of the change, except in cases of emergency as provided in Government Code section 3516.5.

The parties shall meet and confer regarding the impact working condition changes would have on the employees in Unit 17 when all three (3) of the following exist:

1. Where such change would significantly affect the working conditions of a large number of employees in Unit 17. The phrase "large number" shall mean:
A majority of the employees in a State hospital, a developmental center, prison, veteran's hospital or a DMH psychiatric program in a correctional facility.
A majority of the employees in a Unit 17 classification such as Registered Nurse or Health Services Specialist. Notwithstanding C(1) above, impact negotiations under the terms of this provision will be conducted on:
 - a. A closure of an entire program within the State hospital or developmental center;
 - b. A closure of a living unit or residence that will not be accomplished utilizing the provisions of this Agreement;
 - c. A closure of a specialty unit within a Veteran's Home;
 - d. A change in work week schedule for all Unit 17 employees in a program or in a CDCR Acute Care Hospital, Correctional Treatment Center, Outpatient Housing Unit, Skilled Nursing Facility or their adjacent work areas; CDVA facility.
2. Where the subject matter of the change is subject to negotiations pursuant to the Dills Act.
3. Where SEIU Local 1000 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 working condition change is subject to this section, 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 Dills Act.

24.2 Duration

- A. The terms of this Contract shall be July 1, 2005 to June 30, 2008.
- B. In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

SIDE LETTERS

Side Letter #1 – Golden Handshake (Excludes Unit 17 and 21)

If the Golden Handshake provisions are offered during the term of this Contract and the DOE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Unit 1, 3, 4, 11, 14, 15 and 20 employees in the DOE.

Side Letter #2 – Streamlining the State Safety Retirement Process (Excludes Unit 17 and 21)

- A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code sections 19816.20 and 20405.1 and will not be subject to the provisions of Government Code section 18717.
- B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions in Units 1, 3, 4, 11, 14, 15 and 20 that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the SPB of the appropriate parenthetical safety classes.

Side Letter #3 – Domestic Partner (Excludes Unit 17 and 21)

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

ADDENDA

ADDENDUM I – Time off for Victims of Domestic Violence (Excludes Unit 17 and 21)

State of California

M E M O R A N D U M

DATE: June 20, 2001

TO: PERSONNEL MANAGEMENT LIAISONS

REFERENCE CODE: 2001-025

THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:

Employee Relations Officers

Personnel Officers

FROM: Department of Personnel Administration
Policy Development Office

SUBJECT: Time Off for Victims of Domestic Violence

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

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

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

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

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

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

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

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

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

Bob Painter, Chief
Policy Development Office

APPENDIX A – UNIT 1 SALARY SCHEDULE

01 – ADMINISTRATIVE, FINANCIAL, AND STAFF SERVICES

Current

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Accountant I (Specialist)	JL32	4177		2776	3373	2
Accountant Trainee	JL35	4179		3133	3628	2
Accounting Administrator I (Specialist)	JL16	4552		4674	5681	2
Accounting Analyst	JM12	4582	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Accounting Officer (Specialist)	JL26	4546		3715	4516	2
Accounting Specialist, Fair Political Practices Commission	JN30	5375		4674	5681	2
Actuarial Assistant Trainee, CalPERS	LP61	5509	A	3004	3312	2
			B	3099	3586	2
			C	3715	4300	2
Actuarial Assistant, CalPERS	LP62	5552		4255	5172	2
Actuarial Statistician	LP70	6080	A	4255	5172	2
			B	4674	5681	2
Actuary	LP15	5409	A	6226	7568	E
			B	6781	8243	E
			C	7398	8993	E
Administrative Assistant I	KG40	5361	A/L	3538	4300	2
			B/M	3700	4499	2
Administrative Assistant II	KG30	5358		4255	5172	2
Administrative Assistant, Fair Political Practices Commission	KG45	5169		3538	4300	2
Agricultural Technician I (Seasonal)	AB90	0034		12.42	14.39	2
Agricultural Technician II (PI)	AB95	3520		12.9	14.94	2
Agricultural Technician II (Seasonal)	AB80	0033		12.9	14.94	2
Agricultural Technician III (PI)	AB92	3521		13.94	15.38	2
Agricultural Technician III (Seasonal)	AB70	0032		13.94	15.38	2
Apprenticeship Consultant	WO40	9485		4467	5431	2
Assistant Administrative Analyst - Accounting Systems	JM38	5306		3715	4516	2
Assistant Arts Grants Administrator	FK64	5628		3538	4300	2
Assistant Aviation Consultant	LZ85	5673		3715	4516	2
Assistant Caltrans Administrator	JZ28	4675	A/L	2724	3313	2
			B/M	2950	3586	2
			C/N	3538	4300	2
Assistant Criminal Justice Specialist	KC17	5639		3538	4300	2
Assistant Development Specialist, CA Trade and Commerce Agency	KD75	6275	A	2950	3586	2
			B	3538	4300	2
Assistant Energy Facility Siting Planner	JX86	4728		3538	4300	2
Assistant Forest Property Appraiser, BOE	KU50	5018		3715	4516	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Assistant Health Care Service Plan Analyst	KI78	8447		3538	4300	2
Assistant Information Officer	LZ19	5603		3538	4300	2
Assistant Information Systems Analyst	LM96	1479	A/L	3004	3478	2
			B/M	3099	3765	2
			C/N	3715	4742	2
Assistant Land Agent	KS60	4997		3715	4516	2
Assistant Loan Officer	JT40	7479	A	2950	3586	2
			B	3538	4300	2
Assistant Medi-Cal Eligibility Analyst	KH26	4413	A	2950	3586	2
			B	3538	4300	2
Assistant Program Specialist, California Debt Advisory Commission	JV82	4288	A	3950	3586	2
			B	3958	4300	2
Assistant Property Agent	KW50	5095		3538	4300	2
Assistant Property Appraiser	KT46	5013		3538	4300	2
Assistant Property Appraiser, BOE	KT58	5439		3715	4516	2
Assistant Property Auditor/Appraiser, BOE	KT64	5441		3715	4742	2
Assistant Risk Analyst	JP34	4685		3538	4300	2
Assistant Small Business Officer	KD15	5721		3538	4300	2
Assistant Tourism Specialist	KD86	5568	A	2950	3586	2
			B	3538	4300	2
Assistant Treasury Program Officer	JV48	4237		3508	4300	2
Associate Accounting Analyst	JM10	4588	A/L	4467	5431	2
Associate Administrative Analyst - Accounting Systems-	JM36	5304		4467	5431	2
Associate Agricultural Economist	AQ40	0193		4255	5172	2
Associate Arts Administrator, CDCR	FK43	5657		4255	5172	2
Associate Arts Grants Administrator	FK62	5630		4255	5172	2
Associate Aviation Consultant	LZ80	5672		4459	5418	2
			S	4113	4999	2
Associate Business Management Analyst	KK40	4742	A/L	4255	5172	2
Associate Caltrans Administrator	JZ24	4678	A/L	4255	5172	2
Associate Casualty Actuary	LP26	6087	A	6806	8274	E
			B	7415	9014	E
Associate Development Specialist, California Trade and Commerce Agency	KD70	6276		4255	5172	2
Associate Direct Marketing Specialist	AQ60	3006		4255	5172	2
Associate Environmental Planner	JX14	4711		4467	5431	2
Associate Environmental Planner (Archeology)	JX16	4634		4467	5431	2
Associate Environmental Planner (Architectural History)	JX18	4642		4467	5431	2
Associate Environmental Planner (Natural Sciences)	JX20	4680		4467	5431	2
Associate Environmental Planner (Socioeconomic)	JX22	4682		4467	5431	2
Associate Export Specialist	AS82	9567		4255	5172	2
Associate Financial Aid Analyst	JQ54	1964		4255	5172	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Associate Fiscal Systems Analyst, Caltrans	JM14	2249		4467	5431	2
Associate Forest Property Appraiser, BOE	KU40	5017		4467	5431	2
Associate Governmental Program Analyst	JY35	5393	A/L	4255	5172	2
Associate Governmental Program Analyst, Fair Political Practices Commission	KB80	5307		4255	5172	2
Associate Health Care Service Plan Analyst	KI76	8448		4255	5172	2
Associate Health Planning Analyst	JW24	4663		4255	5172	2
Associate Health Program Adviser	KH12	8337		4255	5172	2
Associate Information Systems Analyst (Specialist)	LM92	1470	A/L	4467	5703	2
Associate Insurance Examiner	JC18	4412	A	4467	5703	2
			B	4674	5965	2
			C	4674	5965	2
			D	5134	6551	2
Associate Insurance Rate Analyst	JC38	4438	A	4467	5431	2
			B	4674	5681	2
Associate Land Agent	KS50	4996		4467	5431	2
Associate Life Actuary	LP36	6089	A	6806	8274	E
			B	7415	9014	E
Associate Management Analyst	LE10	5246	A/L	4255	5172	2
Associate Management Auditor	LE26	4159	A/L	4467	5703	2
Associate Materials Analyst	KP60	4901		4255	5172	2
Associate Medi-Cal Eligibility Analyst	KH28	4414		4255	5172	2
Associate Mental Health Specialist	KI46	8329		4255	5172	2
Associate Operations Specialist, FTB	JY84	5334	A/L	4255	5172	2
Associate Park and Recreation Specialist	BV40	1089		4674	5681	2
Associate Pension Actuary	LP58	5436		6781	8243	E
Associate Pension Program Analyst	JR34	5104		4255	5172	2
Associate Personnel Analyst	KY90	5142	A/L	4255	5172	2
Associate Personnel Analyst, Fair Political Practices Commission	KY95	5155	A/L	4255	5172	2
Associate Planner	JW14	4643		4255	5172	2
Associate Program Evaluator, CalPERS	JC35	4059		4467	5431	2
Associate Program Specialist, California Debt Advisor Commission	JV80	4289		4255	5172	2
Associate Program Systems Analyst	LM46	7737		4467	5703	2
Associate Programmer Analyst (Specialist)	LM20	1579	A/L	4467	5703	2
Associate Property Agent	KW40	5096		4255	5172	2
Associate Property Appraiser	KT44	5011		4255	5172	2
Associate Property Appraiser, BOE	KT56	5444		4467	5431	2
Associate Property Auditor Appraiser, BOE	KT62	5448		4467	5703	2
Associate Real Estate Officer	KS73	9595		4467	5703	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Associate Right of Way Agent	KR50	4965		4467	5431	2
Associate Risk Analyst	JP32	4658		4255	5172	2
Associate Small Business Officer	KD10	5493		4255	5172	2
Associate Space Planner	KK25	4715		4467	5431	2
Associate Systems Software Specialist (Technical)	LM62	1585		4459	5689	2
Associate Tax Auditor, BOE	JH50	4281		4467	5703	2
Associate Tax Auditor, EDD	JJ40	4339		4467	5793	2
Associate Tax Auditor, FTB	JI50	4361		4467	5703	2
Associate Tax Research Specialist	LQ07	5022		4467	5431	2
Associate Tourism Specialist	KD83	5653		4255	5172	2
Associate Transportation Analyst, DGS	JG72	4535		4255	5172	2
Associate Transportation Planner	JX74	4721		4467	5431	2
Associate Transportation Rate Expert	JG54	4525		4467	5431	2
Associate Transportation Representative	JG34	8699		4467	5431	2
Associate Treasury Program Officer	JV46	4223		4255	5172	2
Audio-Visual Assistant	MD20	2819		3538	4300	2
Audio-Visual Assistant (Correctional Facility)	MD22	2860		3538	4300	2
Audio-Visual Specialist (Correctional Facility)	MD15	2861		4255	5172	2
Audio-Visual Specialist (Technical)	MD11	2838		4255	5172	2
Auditor I	JB60	4175		3004	3836	2
Biostatistician II	LX24	5545		3700	4499	2
Biostatistician III	LX22	5544		4459	5418	2
Biostatistician IV	LX20	5543		5134	6239	E
Boating Facilities Manager II	BW04	1057		4255	5172	2
Budget Technician I	LF40	5221	A/L	2329	2831	2
			B/M	2724	3313	2
Budget Technician II	LF42	5222		3155	3837	2
Business Assistant I, District Agricultural Association	ME29	4810		2712	3296	2
Business Assistant II, District Agricultural Association (Specialist)	ME28	4882		3225	3921	2
Business Enterprise Consultant I	KD55	7127		3700	4499	2
Business Service Assistant (Specialist)	KK75	4707	A/L	2413	2934	2
			B/M	2724	3313	2
			C/N	2950	3586	2
Business Service Officer I (Specialist)	KK70	4720	A/L	3538	4300	2
Business Service Officer II (Specialist)	KK65	4970		3877	4714	2
Business Taxes Compliance Specialist	JH86	8694		4467	5431	2
Business Taxes Representative	JH88	8690	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Business Taxes Specialist I, BOE	JH74	4380		5153	6263	2
Business Taxes Specialist II, BOE	JH72	4379		5390	6879	2
Business Taxes Specialist III, BOE	JH70	4378		6552	7584	E
Buyer I	KP40	4894		3080	3743	2
Buyer II	KP30	4891		3877	4714	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Caltrans Administrative Technician	JZ30	5311	A	2413	2934	2
			B	2724	3313	2
Chief Engineer and Production Consultant, Television Communications Center	MD50	5685		4459	5418	E
Claim Auditor	CU25	1771		2712	3296	2
Clinical Record Administrator	CW10	1893	A/L	4909	5965	E
Coastal Program Analyst I	JW76	4726	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Coastal Program Analyst II	JW74	4735		4467	5431	2
Collection Agent	JL50	8632		3080	3043	2
Collections Specialist, DMV	JJ86	8641	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Collections Technician, DMV	JJ88	8640	A	2413	2934	2
			B	2714	3313	2
Communicable Disease Representative	KI18	9052	A	2974	3279	2
			B	3099	3586	2
Communicable Disease Specialist I	KI32	8404		4255	5172	2
Communicable Disease Specialist II	LN15	8403		4674	5681	2
Community Program Specialist I	KH59	8353		3538	4300	2
Community Program Specialist II	KH58	8352		4255	5172	2
Compliance Representative, FTB	JI96	8619	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Computer Operations Specialist I	LN25	1560		3380	4313	2
Computer Operations Specialist II	LN15	1561		4061	5184	2
Computer Operator	LN40	1353	A	2398	2776	2
			B	2494	3185	2
			C	2832	3614	2
Conservancy Project Development Analyst I	JW54	4808		3715	4516	2
Conservancy Project Development Analyst II	JW52	4809		4467	5431	2
Construction Financing Representative	KX66	5119		4255	5172	2
Construction Financing Specialist	KX63	5124		4674	5681	E
Consulting Communicable Disease Representative	KI34	9051		3538	4300	2
Consumer Affairs Representative, PUC	LZ99	5903	A	3216	3544	2
			B	3537	4299	2
Consumer Services Coordinator	VM20	8635		3615	4395	2
Consumer Services Representative	VM10	8634		3304	4015	2
Coordinator of Activities (Kinsey Auditorium)	FJ55	5615		3538	4300	2
Corporation Examiner	JD76	4443	A	3877	4715	
			B	4674	5683	2
			C	4255	5172	2
			D	5134	6238	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Corporation Examiner IV (Specialist)	JD74	4452	A	5378	6864	2
			C	5909	7540	2
Corpsmember Development Coordinator, California Conservation Corp	BZ94	7491		4145	5037	2
Correctional Case Records Analyst	XS80	1152	A	2724	3313	2
			B	2950	3586	2
			C	3538	4300	2
Crime Prevention Specialist	KC36	3498	A	4255	5172	2
			B	4674	5681	2
Crime Studies Technician I	LX42	5565		2656	3229	2
Crime Studies Technician II	LX40	5566		3155	3837	2
Crime Studies Technician Trainee	LX44	5562		2277	2768	2
Criminal Justice Specialist I	KC15	5640		4255	5172	2
Criminal Justice Specialist II (Technical)	KC12	5641		4674	5681	E
Customer Service Specialist, FTB	JI60	1009	A	2724	3313	2
			B	2950	3586	2
			C	3538	4300	2
Direct Marketing Specialist	AQ65	0699	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Director, Television Communications Center (Specialist)	MD45	5684		4674	5681	E
Disability Evaluation Analyst	KH46	5365	A	2724	3313	2
			B	2950	3586	2
			C	3538	4300	2
Disability Evaluation Analyst II	KH44	8392		3877	4714	2
Disability Evaluation Analyst III	KH42	5367		4255	5172	2
Disability Insurance Program Representative	WE65	9233	A	2724	3156	2
			B	2950	3586	2
			C	3388	4116	2
Disability Insurance Specialist I	WE85	9218	A	3225	3921	2
			B	2877	4714	2
Disability Insurance Specialist II	WE80	9227		4255	5172	2
Disability Insurance Specialist III	WE75	9228		4674	5681	2
Disaster Worker Staff Services (Various Disasters)	UC40	8080		2724	5134	2
District Sales Representative, CSL	KB20	1790		3253	3955	2
Driver Safety Officer	VQ51	8727	A	2712	3296	2
			B	2950	3586	2
			C	3380	4108	2
			D	3877	4714	2
Editorial Aid	MC27	5623		2656	3229	2
Editorial Assistant, DOE	MC25	5621		3538	4300	2
Editorial Technician	LZ20	5602		2902	3527	2
Education and Outreach Specialist	MA10	7371		4255	5172	2
Elections Specialist	KA36	5354		4674	4681	2
Employment and Claims Assistant	WB45	9136		2494	3033	2
Employment Development Planner III	JW93	4511		5134	6239	E

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Employment Development Specialist I	WB68	9204	A	3225	3921	2
			B	3877	4714	2
Employment Development Specialist II	WB66	9216	A/L	4255	5172	2
Employment Development Specialist III	WB64	9215		4674	5681	2
Employment Program Assistant	WB50	9232	A	2121	2578	2
			B	2277	2768	2
Employment Program Counselor	WD45	9152	A	2724	3313	2
			B	3388	4116	2
Employment Program Representative	WB35	9194	A	2724	3156	2
			B	2950	3586	2
			C	3388	4116	2
Employment Program Technician	WB40	9231		2505	3044	2
Environmental Planner	JX30	4640	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Environmental Planner (Archeology)	JX34	4617	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Environmental Planner (Architectural History)	JX36	4618	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Environmental Planner (Natural Sciences)	JX32	4635	A	3004	3312	2
			B	3099	3686	2
			C	3715	4516	2
Equal Employment Opportunity Analyst	KY91	5147		4255	5172	2
Event Coordinator, District Agricultural Association	ME30	4903		3538	4300	2
Exhibit Representative I	ME 76	4840		2494	3033	2
Exhibit Representative II	ME74	4838		2950	3586	2
Export Specialist	AS85	9566		3538	4300	2
Facility Marketing Representative, District Agricultural Association	ME 68	2121		3253	3955	2
Fair Employment and Housing Consultant I	WR25	9513	A	2724	3313	2
			B	3950	3586	2
			C	3538	4300	2
Fair Employment and Housing Consultant II	WR20	9511		4255	5172	2
Fair Employment and Housing Consultant III (Specialist)	WR17	9547		4674	5681	2
Feed, Fertilizer and Livestock Drugs Inspector	AG84	0775	A	2776	3373	2
			B	3155	3837	2
Field Examiner I, Agricultural Labor Relations Board	WR60	9518	A	2724	3313	2
			B	3538	4300	2
Field Examiner II, Agricultural Labor Relations Board	WR55	9519		4255	5172	2
Field Examiner III, Agricultural Labor Relations Board	WR50	9520		4674	5681	2
Financial Aid Analyst	JQ56	1963	A	2950	3586	2
			B	3538	4300	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Financial Institutions Examiner	JA20	4101	A	3004	3880	2
			B	3877	4715	2
			C	4674	5683	2
Financing Associate, CHFA	JV54	4538		4255	5172	2
Financing Specialist, CHFA	JV52	4539		4674	5681	E
Fiscal Systems Analyst, Caltrans	JM13	2248	A	3133	3628	2
			B	3715	4516	2
Fish and Wildlife Resources Information and Education Officer	MA15	5614		4674	5681	E
Food and Agriculture Management Development Trainee	JZ05	5664		4255	5172	2
Fraud Prevention Specialist	JF34	4026		4674	5681	2
Free Venture-Private Industries Specialist, CYA	WU30	9550		4674	5681	2
Fruit and Vegetable Quality Control Inspector	AD50	0684	A	2888	3511	2
			B	3155	3837	2
General Auditor II	JB50	4287		3715	4742	2
General Auditor III	JB40	4285		4467	5703	2
Genetic Disease Program Specialist I	KJ16	8450		3538	4300	2
Genetic Disease Program Specialist II	KJ14	8451		4255	5172	2
Genetic Disease Program Specialist III	KJ12	8452		4674	5681	2
Governmental Auditor II	JB30	4146		3715	4516	2
Governmental Auditor III	JB20	4144		4467	5431	2
Guide I, Historical Monument	BU90	2794		2832	3442	2
Guide II, Historical Monument (Specialist)	BU86	2740		3080	3743	2
Health Analyst	KH14	4672	A	2724	3313	2
			B	2950	3586	2
			C	3538	4300	2
Health Facilities Evaluator I	SZ70	8001		3722	4525	2
Health Facilities Evaluator II	SZ64	8052		4255	5172	2
Health Facilities Evaluator Specialist	SZ60	2246		4674	5681	2
Health Facilities Evaluator Trainee	SZ72	8007		2724	3313	2
Health Planning Specialist I	JW28	4666		4674	5681	2
Health Planning Specialist II	JW26	4648		5134	6239	2
Health Program Auditor II, DHS	JF20	4254		3715	4742	2
Health Program Auditor III, DHS	JF18	4252		4467	5706	2
Health Program Auditor IV, DHS	JF16	4249		4674	5965	2
Health Program Specialist I	KH10	8338		4674	5681	2
Health Program Specialist II	KH06	8336		5134	6239	E
Health Training Consultant	LC80	5224		4255	5172	2
Hospital Coord. of Forensic Services	KI55	5202		4674	5681	2
Housing and Community Development Representative I	VY27	9023	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Housing and Community Development Representative II	VY25	8962		4467	5431	2
Housing and Community Development Specialist I	VY22	9035		4674	5681	2
Housing and Community Development Specialist II	VY20	9037		5134	6239	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Housing Finance Assistant (Construction Services)	KX46	5254		3538	4300	2
Housing Finance Assistant (General)	KX42	5227		3538	4300	2
Housing Finance Assistant (Rental)	KX44	5252		3538	4300	2
Housing Finance Associate (Affirmative Action)	KX38	4821		4255	5172	2
Housing Finance Associate (Construction Services)	KX32	5236		4255	5172	2
Housing Finance Associate (General)	KX30	5255		4255	5172	2
Housing Finance Associate (Management Services)	KX40	4835		4255	5172	2
Housing Finance Associate (Rental)	KX36	5163		4255	5172	2
Housing Finance Associate (Single Family)	KX34	5162		4255	5172	2
Housing Finance Specialist (Affirmative Action)	KX26	5240		4674	5681	2
Housing Finance Specialist (General)	KX20	5235		4674	5681	2
Housing Finance Specialist (Management Services)	KX28	5452		4674	5681	2
Housing Finance Specialist (Rental)	KX24	5141		4674	5681	2
Housing Finance Specialist (Single Family)	KX22	5143		4674	5681	2
Housing Finance Trainee (General)	KX50	5225	A	2724	3313	2
			B	2950	3586	2
Industrial Relations Representative	WO45	9483	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Information Officer I (Specialist)	LZ17	5601	A/L	4255	5172	2
Information Systems Technician	LN48	1360	A/L	2398	2776	2
			B/M	2494	3185	2
			C/N	2832	3614	2
Information Systems Technician Specialist I	LN45	1562		3380	4313	2
Information Systems Technician Specialist II	LN43	1557		4061	5184	2
Inheritance and Gift Tax Examiner III	JK62	4488		4467	5703	2
Institution Artist/Facilitator	FK46	5658		3615	4395	2
Instructional Designer (Technology), Commission on Peace Officer Standards and Training	LC65	2947		4674	5681	E
Instructional Systems Engineer, Commission on Peace Officers Standards and Training	LM26	2949		4467	5703	E
Insurance Claims Specialist	JC24	4417		5639	6854	E
Insurance Examiner	JC20	4420	A	3004	3478	2
			B	2968	3788	2
			C	2968	3788	2
			D	3239	4132	2
			E	3715	4742	2
			F	3877	4950	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
			G	3877	4950	2
			H	4255	5431	2
Insurance Rate Analyst	JC40	4441	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
			D	3877	4714	2
Investigative Auditor Alcoholic Beverage Control	JE30	4286		4674	5965	E
Investigative Auditor II, CDFA	JE14	9070		3715	4742	2
Investigative Auditor II, DOJ	JE26	4203		3715	4742	2
Investigative Auditor III, CDFA	JE12	9071		4467	5703	2
Investigative Auditor III, DOJ	JE24	4215		4467	5703	2
Investigative Auditor IV (Specialist), DOJ	JE22	4224		4674	5965	E
Investigative Certified Public Accountant	JE36	6612		4909	5965	E
Investment Officer I, PERS	JV26	4656	A	3080	3743	2
			B	3538	4300	2
			C	4096	4978	2
			D	4674	5681	2
Investment Officer I, CSTRS	JV 36	7338	A	3080	3743	2
			B	3538	4300	2
			C	4096	4978	2
			D	4674	5681	2
Investment Officer II, PERS	JV24	4671		5639	6854	E
Investment Officer II, CSTRS	JV31	7339		5639	6854	E
Investment Officer III, PERS	JV61	4695		7915	8310	E
Investment Officer III, CSTRS	JV17	7684		6810	7885	E
Job Agent	WD25	9155		3715	4516	2
Junior Aviation Consultant	LZ89	5554		3387	4115	2
Junior Property Agent	KW60	5094		2714	3156	2
Junior Property Appraiser	KT48	5014		2724	3156	2
Junior Small Business Officer	KD20	5722	A	2724	3313	2
			B	2950	3586	2
Junior Staff Analyst (General)	JY25	5156	A/L	2724	3313	2
			B/M	2950	3586	2
Key Accounts Specialist, CSL	KB33	1787		4255	5172	2
Legal Analyst	JY62	5237	A/L	3715	4516	2
Legal Assistant	JY66	1820	A/L	3275	3981	2
Legislative Coordinator, Secretary of State's Office	KF77	5152		4674	5681	E
Limited Examination and Appointment Program Candidate (Identified Class)	KC84	4687		0	146.45	2
Loan Officer	JT35	7480		4255	5172	2
Loss Control Plan Evaluator	WF45	9311		4255	5172	2
Management Services Assistant	JY42	5256		2121	2578	2
Management Services Technician	JY40	5278	A/L	2413	2934	2
			B/M	2724	3313	2
Marketing Analyst I, CSL	KB43	9067	A	2950	3586	2
			B	3538	4300	2
Marketing Analyst II, CSL	KB40	9068		4255	5172	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Marketing Specialist, CA Museum of Science and Industry/District Agricultural Associations	FJ45	0556		4674	5681	2
Marketing Specialist, CSL	KB30	9069		4674	5681	2
Meat Food Inspector	AV75	0714	A	2832	3442	2
			B	3225	3921	2
Medical Record Consultant	CW20	1863	A	4419	5373	2
			S	4426	5380	2
Medi-Cal Technician I	SY96	8028		2367	2876	2
Medi-Cal Technician II	SY94	8032		2665	3241	2
Medi-Cal Technician III (Specialist)	SY92	8036		2902	3527	2
Milk Production Cost Analyst I	AN95	0554	A	2724	3313	2
			B	2950	3586	2
Milk Production Cost Analyst II	AN90	0155		3877	4714	2
Mineral and Land Auditor Specialist II	JE48	4134		3700	4724	2
Mineral and Land Auditor Specialist III	JE46	4135		4459	5689	2
Mineral and Land Auditor Specialist IV (Specialist)	JE42	4137		4897	6242	2
Mobile Home Registration Specialist	VY35	8973		4257	5174	2
Mortgage Insurance Representative I	KX85	7526	A	2950	3586	2
			B	3538	4300	2
Mortgage Insurance Representative II	KX86	7527		4255	5172	2
Mortgage Insurance Specialist	KX88	7645		4674	5681	2
Mortgage Investment Specialist I	JV64	5116		4516	5489	E
Mortgage Investment Specialist II	JV62	5062		5448	6622	E
Mortgage Loan Accountant	JN16	4952		2776	3373	2
Mortgage Loan Accounting Officer	JN14	4918		3715	4516	2
Motion Picture Production Analyst	MD80	5648		4255	5172	2
Motion Picture Specialist	MD30	5583		4255	5172	2
Museum Executive Assistant	FJ50	1752		4255	5172	2
Occupational Technician (General)	JY70	5111	A	2413	2934	2
			B	2724	3313	2
Operations Research Specialist II	LQ02	5259		4568	5554	2
Operations Research Specialist III	LQ01	5260		5260	6393	E
Park and Recreation Specialist	BV55	1068	A	2724	3156	2
			B	3380	4108	2
			C	4061	4937	2
Patient Benefit and Insurance Officer I	VM86	8662	A	3793	4610	2
			S	3796	4613	2
Patient Benefit and Insurance Officer II (Specialist)	VM83	8666		4164	5060	2
Payroll Auditor, Division of Labor Standards Enforcement	CU90	1782		2631	3197	2
Payroll Specialist I	CG20	1311	A	2516	3058	2
			B	2895	3520	2
			C	2996	3642	2
			D	3236	3933	2
Payroll Specialist II	CG10	1313		3127	3800	2
Pension Program Analyst	JR32	5103	A	2724	3313	2
			B	2950	3586	2
			C	3538	4300	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Personnel Specialist I	KY45	1303	A/L	2516	3058	2
			B/M	2895	3520	2
			C/N	2996	3642	2
			D/O	3236	3933	2
Personnel Specialist II	KY40	1743		3127	3800	2
Personnel Technician I	KY98	5160	A/L	2329	2831	2
			B/M	2724	3313	2
Personnel Technician II (Specialist)	KY97	5161		3155	3837	2
Pesticide Use Specialist	AH50	0471	A	2957	3592	2
			B	3541	4305	2
Photographer	FK30	2845		2950	3586	2
Physical Testing and Evaluation Specialist	LA75	4963		2950	3586	2
Planner	JA16	4644	A	2950	3586	2
			B	3538	4300	2
Planner I - Energy Facility Siting	JX84	4734		4255	5172	2
Planner II - Energy Facility Siting	JX82	4756		4674	5681	2
Political Reform Consultant I, Fair Political Practices Commission	KB74	1805		4255	5172	2
Political Reform Consultant II, Fair Political Practices Commission	KB72	1816		4674	5681	2
Political Reform Program Senior Specialist	KA56	1824		4674	5681	2
Political Reform Program Specialist	KA55	1822		4255	5172	2
Principal Compliance Representative, Franchise Tax Board	JI90	8622		4674	5681	2
Processing Fruit and Vegetables Inspector I (Seasonal)	AC60	0054		13.94	15.38	2
Processing Fruit and Vegetables Inspector II (Seasonal)	AC50	0052		15.17	16.72	2
Processing Fruit and Vegetables Inspector III (Seasonal)	AC45	0051		16.51	18.21	2
Processing Fruit and Vegetables Inspector IV (Permanent Intermittent)	AC65	3523		18.01	19.85	2
Products Management Specialist, Prison Industries	RA50	7113		5153	6264	E
Program Evaluator, CalPERS		4057	A	3004	3478	2
			B	3099	3765	2
			C	3715	4742	2
				4678	5970	2
Program Evaluator Specialist (Info Systems)		4084		4678	5970	2
Program Specialist Agricultural Chemicals	AG10	0380		4568	5554	2
Program Specialist I, FTB	JI46	4364		4909	6263	2
Program Specialist II, FTB	JI42	4365		5390	6879	2
Program Specialist III, FTB	JI41	4366		6552	7584	E
Program Specialist, Feed, Fertilizer and Livestock Drugs	AG80	0355		4568	5554	2
Program Specialist, Pest Management	AG90	0381		4669	5676	2
Program Systems Analyst	LM48	7736	A	3004	3312	2
			B	3099	3586	2
			C	3715	4616	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Programmer Apprentice	LM36	1396	A	2356	2598	2
			B	2547	2808	2
			C	2776	3061	2
			D	3080	3395	2
Programmer I	LM34	1382	A/L	3155	3653	2
			B/M	3253	3953	2
Programmer II	LM30	1383		3900	4978	2
Project Manager I, Little Hoover Commission	LQ08	5424	A	4674	5681	E
			B	5134	6239	E
Project Manager II, Little Hoover Commission	LQ09	5431		5639	6854	E
Promotional Specialist, Prison Industries	MC40	5584		4255	5172	2
Property Appraiser/Investigator (Office of Real Estate Appraisers)	KS80	5457		4580	5566	2
Public Land Management Specialist I	KS64	4367	A	3155	3479	2
			B	3253	3765	2
Public Land Management Specialist II	KS63	4368		3715	4516	2
Public Land Management Specialist III	KS62	4369		4467	5431	2
Public Land Management Specialist IV	KS61	4370		5262	6394	2
Public Participation Specialist, Department of Health Services	MA08	5373		4255	5172	2
Public Utilities Regulatory Analyst I	LT40	4592	A	2842	3455	2
			B	3080	3743	2
			C	3700	4499	2
Public Utilities Regulatory Analyst II	LT35	4593		4459	5418	2
Public Utilities Regulatory Analyst III	LT30	4611		4897	5954	2
Public Utilities Regulatory Analyst IV	LT25	4615		5378	6537	2
Public Utilities Regulatory Analyst V	LT20	4616		5909	7181	2
Public Utility Financial Examiner II	JG26	4508		3700	4724	2
Public Utility Financial Examiner III	JG24	4502		4459	5689	2
Public Utility Financial Examiner IV	JG22	4499		5378	6864	2
Publications Specialist, DOJ	MC05	5618		4255	5172	2
Purchasing Specifications Analyst	KP50	4889		4459	5418	2
Quality Assurance Manager, Prison Industries	QZ82	7145		4568	5554	2
Rail Transportation Assistant	JX68	3189	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Rail Transportation Associate	JX66	3188		4568	5554	2
Real Estate Examination Technician	LA55	4297	A	2329	2831	2
			B	2724	3313	2
Real Estate License Examiner I	LA50	4298		3538	4300	2
Real Estate License Examiner II	LA45	4299		4255	5172	2
Real Estate Officer	KS74	9594	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Records Management Analyst I	LE48	5250		3538	4300	2
Records Management Analyst II (Specialist)	LE46	5265		4255	5172	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Recycling Specialist I	KC74	4689	A	3174	3858	2
			B	3761	4572	2
Recycling Specialist II	KC72	4690		4478	5443	2
Recycling Specialist III (Technical)	KC70	4696		4898	5953	2
Regional Interpretive Specialist	BU81	2788		4061	4937	
Registrar of Interpretive Collections	BT20	2806		4061	4937	
Registration Specialist (Agricultural Chemicals)	AG75	0113	A	2776	3373	2
			B	3155	3837	2
			C	3615	4395	2
Reinsurance Specialist	JC22	4416	A	4467	5431	2
			B	4674	5681	2
Rental Agent	KR75	8638		3304	4015	2
Research Analyst I (Demography)	LQ24	5807	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Research Analyst I (Economics)	LQ23	5791	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Research Analyst I (Geographic Information Systems)	LQ25	7416	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Research Analyst I (Social/Behavioral)	LQ22	5859	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Research Analyst I (General)	LQ20	5729	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Research Analyst II (Demography)	LQ14	5809		4467	5431	2
Research Analyst II (Economics)	LQ13	5792		4467	5431	2
Research Analyst II (Geographic Information Systems)	LQ15	7417		4467	5431	2
Research Analyst II (General)	LQ10	5731	A/L	4467	5431	2
Research Analyst II (Social/Behavioral)	LQ12	5732		4467	5431	2
Research Program Specialist I	LQ80	5742		4674	5681	2
Research Program Specialist I (Demography)	LQ83	5833		4674	5681	2
Research Program Specialist I (Economics)	LQ90	5830	A/L	4674	5681	2
Research Program Specialist I (Fire and Fuels)	LQ91	5832		4674	5681	2
Research Program Specialist I (Geographic Information Systems)	LQ93	7418		4674	5681	2
Research Program Specialist I (Health)	LQ88	5893		4674	5681	2
Research Program Specialist I (Mental Health)	LQ84	5619		4674	5681	2
Research Program Specialist I (Social/Behavioral)	LQ82	5756		4674	5681	2
Research Program Specialist II	LQ70	5758		5134	6239	E

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Research Program Specialist II (Demography)	LQ77	5771		5134	6239	E
Research Program Specialist II (Economics)	LQ73	5835	A/L	5134	6239	E
Research Program Specialist II (Fire and Fuels)	LQ74	5836		5134	6239	E
Research Program Specialist II (Geographic Information Systems)	LQ79	7419		5134	6239	E
Research Program Specialist II (Mental Health)	LQ76	5620		5134	6239	E
Research Program Specialist II (Occupational Health: Pharmacology/Toxicology)	LQ75	5723		5134	6239	E
Research Program Specialist II (Soil Erosion)	LQ71	6001		5134	6239	E
Research Program Specialist II (Health)	LQ78	5764		5134	6239	E
Research Program Specialist II (Social/Behavioral)	LQ72	5767		5134	6239	E
Research Program Specialist III (Demography)	LQ67	5770		5639	6854	E
Research Program Specialist III (Geographic Information Systems)	LQ66	7420		5639	6854	E
Research Program Specialist III (Resource Economical Operations Research)	LQ61	5861		5639	6854	E
Research Program Specialist III (Soil Vegetation)	LQ63	6012		5639	6854	E
Research Program Specialist III (Transportation Economics)	LQ65	5733		5639	6854	E
Research Writer	MC30	5617		4255	5172	2
Retirement Program Specialist I	JR30	5203	A	2724	3313	2
			B	2950	3586	2
			C	3538	4300	2
Retirement Program Specialist II (Technical)	JR25	5188		4255	5172	2
Right of Way Agent	KR59	4959	A	3004	3479	2
			B	3715	4516	2
Safety Specialist, Caltrans	IH11	9807	A/L	2950	3586	2
			B/M	3538	4300	2
			C/N	4255	5172	2
Sales Representative, Prison Industries	QZ74	7149		4785	5817	2
School Facilities Program Analyst I	JP18	2710	A	2724	3313	2
			B	2950	3586	2
			C	3538	4300	2
School Facilities Program Analyst II	JP16	4244		4255	5172	2
Seismic Safety Planning Specialist	JW40	4743		5134	6239	E
Senior Accounting Officer (Specialist)	JL22	4567	A/L	4255	5172	2
Senior Actuarial Assistant, CalPERS	LP63	5632		4674	5681	E
Senior Actuarial Statistician	LP65	6079	A	4674	5681	2
			B	5134	6239	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Senior Casualty Actuary	LP23	6085	A	7415	9014	E
			B	8098	9842	E
Senior Claim Auditor	CU20	1765		2992	3636	2
Senior Compliance Representative, FTB	J194	8620		4467	5431	2
Senior Consultant, Student Loan and Grant Programs, California Student Aid Commission	JQ30	4652		5639	6854	E
Senior Electronic Data Processing Acquisition Specialist (Technical)	LL30	1368		5388	6875	E
Senior Financial Institutions Examiner	JA15	4102		5378	6864	2
Senior Fiscal Systems Analyst, Caltrans (Specialist)	JM17	2252		5389	6549	E
Senior Information Systems Analyst (Specialist)	LM82	1337	A/L	5388	6875	E
Senior Instructional Designer (Technology), Commission On Peace Officer Standards and Training	LC60	2948		5134	6239	E
Senior Instructional Systems Engineer, Commission on Peace Officer Standards	LM24	2950		4909	6263	E
Senior Insurance Examiner (Specialist)	JC16	4410	A	5134	6551	2
			B	5639	7197	2
			C	5639	7197	2
			D	6193	7904	2
Senior Insurance Rate Analyst	JC34	4435	A	5134	6239	2
			B	5639	6854	2
Senior Land Agent (Specialist)	KS45	4998		5262	6396	2
Senior Legal Analyst	JY60	5333	A/L	4467	5431	2
Senior Life Actuary	LP33	6086	A	7415	9014	E
			B	8098	9842	E
Senior Marketing Specialist	AR25	0212	A	4255	5172	2E
			S	4257	5174	2E
Senior Marketing Specialist, California State Lottery	KB25	9073		5153	6264	2
Senior Operations Specialist, FTB	JY80	5346		5134	6239	E
Senior Payroll Specialist	KY60	1315		3538	4300	2
Senior Pension Actuary	LP56	5461		8231	10004	E
Senior Pesticide Use Specialist	AH40	0472		4259	5176	2
Senior Photographer	FK25	2843		3380	4108	2
Senior Planner (Specialist)	JW10	4636		5134	6239	E
Senior Program Systems Analyst (Specialist)	LM40	7740		5134	6551	2
Senior Programmer Analyst (Specialist)	LM12	1583	A/L	5388	6875	E
Senior Property Appraiser	KT42	5010	A	5134	6239	E
			S	5136	6243	E
Senior Property Appraiser/Investigator (Office of Real Estate Appraisers)	KS85	5458		5262	6395	2
Senior Property Auditor-Appraiser	KT72	5024		5134	6550	2
Senior Safety Specialist, Caltrans	IH12	9808	A/L	4909	5965	E

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Senior Specialist Property Appraiser (BOE)	KT54	5449		5134	6239	2
Senior Specialist Property Auditor Appraiser (BOE)	KT60	5453		5134	6551	2
Senior Tax Compliance Representative (Specialist)	JJ64	8687		4467	5431	2
Senior Workers' Compensation Claims Adjuster	WH69	9326		4467	5431	2
Senior Workers' Compensation Compliance Officer	WO03	9339		4674	5681	2
Senior Workers' Compensation Insurance Representative	WH72	9328		4467	5431	2
Senior Workers' Compensation Payroll Auditor	WH67	9324		4098	5228	2
Small Business Assistant I	KD30	5719		2156	2621	2
Small Business Assistant II	KD25	5718		2277	2768	2
Space Planner	KK45	4771	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Staff Development Specialist, California Trade and Commerce Agency	KD71	6271		4909	5965	2
Staff Electronic Data Processing Acquisition Specialist	LL40	1361		4898	6251	2
Staff Fiscal Systems Analyst, Caltrans (Specialist)	JM15	2250		4909	5965	E
Staff Health Care Service Plan Analyst	KI74	8406		4674	5681	2
Staff Information Systems Analyst (Specialist)	LM86	1312	A/L	4898	6253	2
Staff Loan Officer (Specialist)	JT30	7481		4909	5965	2
Staff Loan Officer (Trade Finance)	JT20	7483		4909	5965	2
Staff Mngmt Auditor (Specialist), SCO	LE25	4155		4674	5965	2
Staff Mental Health Specialist	KI44	8325		4674	5681	2
Staff Operations Specialist, FTB	JY82	5335		4674	5681	2
Staff Program Evaluator Specialist (Info Systems), CalPERS	JC60	4085		5157	6582	2
Staff Program Evaluator, CalPERS	JC30	4061		4674	5965	2
Staff Program Systems Analyst (Specialist)	LM44	7738		4674	5965	2
Staff Programmer Analyst (Specialist)	LM16	1581	A/L	4898	6253	2
Staff Real Estate Officer	KS72	9596		4674	5681	2
Staff Services Analyst (General)	JY20	5157	A/L	2724	3313	2
			B/M	2950	3586	2
			C/N	3538	4300	2
Staff Services Analyst, Fair Political Practices Commission	KB85	5697	A/L	2724	3313	2
			B/M	2950	3586	2
			C/N	3538	4300	2
Staff Services Management Auditor	LE30	5841	A	3004	3478	2
			B	3099	3765	2
			C	3715	4742	2
Staff Space Planner	KK20	4716		4674	5681	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Staff Tax Auditor, EDD	JJ35	4341		4674	5965	2
State Financial Examiner II	JA60	4136		3715	4742	2
State Financial Examiner III	JA50	4133		4467	5703	2
State Historian I	BU70	2801		3380	4108	2
State Historian II	BU60	2800		4264	5182	2
State Park Interpreter Assistant (PI)	BU48	2825		13.92	16.93	2
State Park Interpreter I	BU46	2826		3380	4108	2
State Park Interpreter II	BU44	2827		3877	4714	2
State Park Land Officer (Specialist)	KS21	5109		4674	5681	2
Statistical Methods Analyst I	LX34	5556		2968	3608	2
Statistical Methods Analyst II	LX32	5555		3700	4499	2
Statistical Methods Analyst III	LX30	5553		4459	5418	2
Surplus Property Officer	KQ30	4917		3877	4714	2
Systems Software Specialist I (Technical)	LM60	1587	A/L	4897	6252	2
Systems Software Specialist II (Technical)	LM55	1373	A/L	5378	6864	E
Systems Software Specialist III (Technical)	LM50	1367		5909	7540	E
Tahoe Conservancy Program Analyst I	JW84	2087		3538	4300	2
Tahoe Conservancy Program Analyst II	JW82	2088		4255	5172	2
Tax Auditor, EDD	JJ49	4336	A	3004	3836	2
			B	3715	4742	2
Tax Auditor, BOE	JH53	4267	A	3004	3836	2
			B	3715	4742	2
Tax Auditor, FTB	JI61	4362	A	3004	3836	2
			B	3715	4742	2
Tax Compliance Representative	JJ66	8695	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Tax Research Specialist I	LQ06	5023		4674	5681	E
Tax Research Specialist II	LQ05	5030		5134	6239	E
Tax Research Specialist III	LQ04	5036		5639	6854	E
Tax Technician, FTB	JI98	7505	A	2413	2934	2
			B	2724	3313	2
Telecommunications Systems Anlyst I	LE92	5170	A/L	2724	3479	2
			B/M	2950	3765	2
			C/N	3538	4515	2
Telecommunications Systems Anlyst II	LE90	5171		4255	5431	2
Telecommunications Systems Manager I (Specialist)	LE86	5135		4674	5965	2
Television Assistant	MD40	5574		3538	4300	2
Television Specialist	MD35	5571		4255	5172	2
Test Validation and Development Specialist I	LA35			3538	4300	2
Test Validation and Development Specialist II	LA30	5168		4255	5172	2
Totalisator Systems Examiner	JE70	4141		4674	5965	E
Training Officer I	LC30	5197	A	4255	5172	2
			S	4257	5174	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Translator	MC85	5624		2950	3586	2
Transportation Analyst	JG40	4513	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Transportation Analyst, DGS	JG75	4465		3538	4300	2
Transportation Planner	JX77	4768	A	3004	3312	2
			B	3099	3586	2
			C	3715	4516	2
Transportation Rate Specialist, DGS	JG78	4464	A	2724	3313	2
			B	2950	3586	2
Veterans Claims Representative I	XU62	9973	A	2724	3156	2
			B	2950	3586	2
Veterans Claims Representative II	XU60	9967		3700	4499	2
Veteran's Claims Representative III				4166	5020	2
Victim Compensation Specialist	WF70	9247	A	2756	3349	2
			B	3115	3788	2
			C	3389	4119	2
Vocational Resource Specialist	WD40	9150		3538	4300	2
Welfare Fraud Prevention Coordinator	JP50	4228		4674	5681	E
Workers' Compensation Assistant	WF40	9491	A	2724	3313	2
			B	2950	3586	2
			C	3538	4340	2
Workers' Compensation Claims Adjuster	WH68	9325	A	3004	3312	2
			B	3099	3765	2
			C	4098	4979	2
Workers' Compensation Compliance Officer	WO04	9338		4467	5431	2
Workers' Compensation Consultant	WF35	9210		4061	4937	2
Workers' Compensation Insurance Representative	WH71	9327	A	3004	3312	2
			B	3099	3765	2
			C	4098	4979	2
Workers' Compensation Insurance Technician	WH80	9336	A	2484	3719	2
			B	2888	3511	2
Workers' Compensation Payroll Auditor	WH66	9323	A	3004	3478	2
			B	3253	4153	2
Workers' Compensation Rehabilitation Consultant	WO07	9514		4255	5172	2

APPENDIX B – UNIT 1 SIDE LETTERS

SIDE LETTER 4.1 — JOINT LABOR MANAGEMENT IT TRAINING COMMITTEE, SIGNED APRIL 24, 2001

SIDE LETTER 5.1 — IT RECLASSIFICATION PROPOSAL

SIDE LETTER 6.1 — EDD TAX TOOLS OCTOBER 19, 2000

SIDE LETTER 7.1 – EDD QUALITY ASSURANCE REVIEW (QAR)

SIDE LETTER 8.1 – EXTENDED TRAVEL, DOI

SIDE LETTER 9.1 — BOE – OFFICE MOVES, MARCH 8, 2000

SIDE LETTER 10.1 — STATE FUND MOVES

SIDE LETTER 11.1 — THE CalPERS AGREEMENT

SIDE LETTER 12.1 — CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY (CALEPA)

SIDE LETTER 13.1 – MOVE OF SCIF EMPLOYEES TO CERRITOS, 8/20/02

SIDE LETTER 14.1 — JOINT LABOR MANAGEMENT COMMITTEE DI WORKLOAD CLAIMS
PROCESSING: EDD CLAIMS PROCESSING UNIT, EDD DI WORKLOAD
DISTRIBUTION

SIDE LETTER 15.1 – CDCR - BRIDGING PROGRAM

SIDE LETTER 16.1 – DAPD IMPLEMENTATION OF ELECTRONIC PROCESSING AGREEMENT

SIDE LETTER 17.1 – Investment Officer Series (CalPERS, STRS)

Side Letter 4.1: Joint Labor Management IT Training Committee, Signed April 24, 2001

The IT Training Committee will consist of six (6) members, three (3) management members selected by DPA and three (3) Union members selected by the Union. The purpose of the committee is to review training programs for IT classifications, (e.g., entry-level, career development and project management). Training will encompass both internal/external department-specific and outside vendor sources.

The committee will research all available sources for IT training, review the program for appropriate usage and make recommendations to State departments for their use.

The committee will meet every two (2) months for one year, upon adoption of the revised MQs of all IT classifications. Members of the committee will be granted state release time for all committee meetings. The committee will discuss the option to extend the committee by mutual agreement.

Side Letter 5.1: IT Reclassification Proposal

On or about January 17, 2001, the DPA suspended negotiations with the Union on DPA's IT Reclassification Proposal with the intent to modify the proposal and resubmit it to the Union at a later time. At such time as DPA does resubmit the proposal, negotiations between the parties will continue under the provisions of the article 14.1 Pilot Project as stated in the 1999 – 2001 MOU.

Side Letter 6.1: EDD Tax Tools October 19, 2000

The EDD FACD Audit Program STA Tools Package agreement of October 19, 2000 shall remain in effect.

Side Letter 7.1: EDD Quality Assurance Review (QAR)

The EDD Quality Assurance Review (QAR) agreement of October 19, 2000 shall remain in effect.

Side Letter 8.1: Extended Travel, DOI

The Union and the DOI agree that, as an incentive for Unit 1 employees required to travel for extended periods, the State shall pay short-term per diem for long-term travel.

Side Letter 9.1: BOE - Office Moves, March 8, 2000

The Agreement between the BOE and the Union dated March 8, 2000, regarding Southern California office relocations of the Investigations Division remains in full force and effect.

Side Letter 10.1: State Fund Moves

To the Glendale Office, effective date March 1, 2000:

The Agreement between State Fund and the Union with the effective date of March 1, 2000, regarding the office relocations to the Glendale office remains in full force and effect.

From Costa Mesa to Santa Ana, dated 11/15/00:

The agreement between State Fund and the Union dated November 15, 2000, regarding the office relocation of the Costa Mesa office to the Santa Ana office remains in full force and effect

Side Letter 11.1: The CalPERS Telework Program Agreement Dated February 2, 2000

The CalPERS Telework Program agreement dated February 2, 2000 shall remain in effect.

Side Letter 12.1: California Environmental Protection Agency (CalEPA) Agreement dated October 2000

The October 2000 agreement between the State and the Union regarding the CalEPA headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

Side Letter 13.1: Move of State Compensation Insurance Fund (SCIF) Employees to Cerritos, 8/20/02

The Agreement between SCIF and the Union dated 8/20/02 regarding the move of employees to Cerritos remains in full force and effect.

Side Letter 14.1: Joint Labor Management Committee DI Workload Claims Processing: EDD Claims Processing Unit, EDD DI Workload Distribution

A Joint Labor/Management Committee (Committee) on Disability Insurance Branch (DIB) workload in the (DIB) and its claims processing units will meet to discuss issues relating to the work process and improvements that may be feasible in the distribution of Disability Insurance workload.

The committee shall begin meeting within one hundred twenty (120) days after ratification of this Contract. The committee by mutual agreement shall determine its meeting schedule, agenda, and need for subcommittees.

The committee will consist of an equal number of Union and State representatives. The State agrees that the Union representatives will serve and participate on the committee without loss of compensation.

Side Letter – 15.1: CDCR-Bridging Program

The CDCR agrees to abide by the Bridging Agreement of August 2004. Should the Union request, the State further agrees to meet and discuss suggested changes to the Agreement. If the State desires to make changes or reopen the Agreement, the State will notice and meet and confer with the Union pursuant to the provisions of the entire Agreement section, section 24.1 of the contract.

Side Letter - 16.1: DSS, Disability and Adult Programs Division (DAPD) Implementation of Electronic Processing Agreement

As a result of the meet and confer meetings regarding the impact of electronic processing of the disability claims, the Union (SEIU Local 1000) and the DSS, DAPD agree to the following:

1. WORKLOAD – Upon signed agreement, the DAPD will cap average case assignment, as currently defined, at no more than thirteen (13) cases per week per full time Disability Evaluation Analyst through September 30, 2006. This cap shall be prorated for less than full time employees. If the DAPD is required to increase the cap, a notice must be sent to the Union which demonstrates the need for the change.
2. Personnel Evaluation – The DAPD will provide a copy of a duty statement for all Unit 1 and Unit 4 employees who are involved in the eDIB processing of disability claims within thirty (30) days of a signed agreement.

The DAPD will provide the Union with a list of the training modules available to its unit 1 and 4 employees who are involved in eDIB processing of disability claims within thirty (30) days of a signed agreement. If available, a hard copy of the material will be provided.

3. The Union and the DAPD will meet quarterly for the next twelve (12) months to discuss the status of eDIB processing. The areas to be discussed will be the following:
 - a. Case Distribution
 - b. Training
 - c. Case Processing
 - d. Case Backlog
 - e. System Availability (down time)
4. The DAPD agrees to evaluate the work processes of the Program Technicians who are involved with the eDIB processing of disability claims. Upon a signed agreement, the evaluation will be conducted over the following twelve (12) months, The division will provide the Union a copy of the summary report produced as a result of that evaluation. Within thirty (30) days of the Union's receipt. The Union may request to meet to discuss the report.

Side Letter - 17.1 Investment Officer Series (CalPERS, STRS)

A. Salary Adjustment

Effective January 1, 2007 the Investment Officer II, CalPERS (Class Code 4695) and Investment Officer III, STRS (Class Code 7684) shall have five percent (5%) added to the maximum salary rate. Additionally, the Investment Officer III, CalPERS (Class Code 4695) shall have a new minimum salary rate added to the range five percent (5%) less than the current minimum salary rate.

Employees who have been at the old maximum salary rate of these classes, for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682(b) and 599.687.

B. CalPERS Investment Officer III, Incentive Award Program

No later than January 1, 2007, the State and SEIU Local 1000 agree to meet and confer to establish an incentive award program for Investment Officer III's employed at the CalPERS and the STRS.

C. Chartered Financial Analyst Pay Differential

Upon recommendation of CalPERS or STRS management and with the approval of the DPA, the State shall provide a pay differential according to departmental policy and criteria to full-time employees in the classifications of Investment Officer I, Investment Officer II, or Investment Officer III, and who achieve certification as a Chartered Financial Analyst.

The pay differential shall be equivalent to five percent (5%) of the employee's monthly salary rate and will be provided for the period, the employee holds a permanent appointment in the Investment Officer I, Investment Officer II, or Investment Officer III classifications, with the CalPERS or STRS.

Pursuant to article 13.10.1, Education and Training, upon recommendation of CalPERS or STRS management and consistent with departmental policy, an eligible employee, in the Investment Officer I, II, or III classification, may be provided reimbursement for related expenses while a participant in the Chartered Financial Analyst educational, testing, and certification process.

APPENDIX C – UNIT 3 SALARY SCHEDULE

03 – EDUCATIONAL INSTRUCTORS AND LIBRARIANS

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Senior Librarian (Specialist) (Residential Care Centers)	FM44	7546	A	4170	5320	SE
			T	3127.50	3990	SE
			1	3822.50	4876.67	SE
Librarian (Residential Care Centers)	FM56	7548	A	3796	4846	SE
			T	2847	3634.50	SE
			1	3479.67	4442.17	SE
Senior Librarian (Correctional Facility)	FM45	2945	A	4170	5320	SE
			F	3475	4433.33	SE
			T	3127.50	3990	SE
			1	3822.50	4876.67	SE
Librarian (Correctional Facility)	FM55	2952	A	3796	4846	SE
			F	3163.33	4038.33	SE
			T	2847	3634.50	SE
			1	3479.67	4442.17	SE
Substitute Academic Teacher (Correctional Facility)	EC70	3082	A	3869	4938	SE
Substitute Academic Teacher (Correctional Facility)	EC70	3082	T	2901.75	3703.50	SE
Substitute Academic Teacher (Correctional Facility)	EC70	3082	1	3546.58	4526.50	SE
Substitute Teacher, School for the Blind	NE05	9149	A	125.34	131.61	SE
Substitute Teacher, School for the Blind	NE05	9149	B	83.56	87.74	SE
Teacher, School for the Blind	NE05	9151	A	3145	5379	SE
Teacher, School for the Blind	NE05	9151	A	205.14	350.78	SE
Teacher, School for the Blind	NE05	9151	B	136.76	233.85	SE
Teacher Specialist, School for the Blind	NE05	9153	A	4725	6033	SE
Teacher Specialist, School for the Blind	NE05	9153	A	292.24	373.19	SE
Teacher Specialist, School for the Blind	NE05	9153	B	194.83	248.79	SE
Substitute Teacher, School for the Deaf	NE10	9178	A	125.34	131.61	SE
Substitute Teacher, School for the Deaf	NE10	9178	B	83.56	87.74	SE
Teacher, School for the Deaf	NE10	9180	A	3145	5379	SE
Teacher, School for the Deaf	NE10	9180	A	205.14	350.78	SE
Teacher, School for the Deaf	NE10	9180	B	136.76	233.85	SE
Teacher Specialist, School for the Deaf	NE10	9191	A	4725	6033	SE
Teacher Specialist, School for the Deaf	NE10	9191	A	292.24	373.19	SE
Teacher Specialist, School for the Deaf	NE10	9191	B	194.83	248.79	SE
Teacher Specialist, Diagnostic Center	NE10	9200		5102	6509	SE
Teacher Specialist, Diagnostic Center	NE10	9200		292.92	373.70	SE

The following table covers all of the Teacher and Vocational Instructor classifications included in the list hereafter. *This table however, does not apply to Teacher, Vocational Instructor and Instructor classifications in DJJ.

Salary ranges A-F, J-P, T-Y and 1-6 as shown below are the same for all Teacher, Vocational Instructor and Instructor classifications in BU 3*. Ranges A-F are for full-time positions, Ranges J-P are for 10/12 positions, Ranges T-Y are for 9/12 positions and Ranges 1-6 are for 11/12 positions. Following the salary range data is a complete listing of all BU 3 classifications to which these ranges apply.					
A/R	July 1, 2006 Increase		A/R	July 1, 2006 Increase	
	Minimum Salary	Maximum Salary		Minimum Salary	Maximum Salary
A	\$3,699.00	\$4,494.00	T	\$2,774.25	\$3,370.50
B	\$3,869.00	\$4,702.00	U	\$2,901.75	\$3,526.50
C	\$4,055.00	\$4,926.00	V	\$3,041.25	\$3,694.50
D	\$4,246.00	\$5,161.00	W	\$3,184.50	\$3,870.75
E	\$4,447.00	\$5,401.00	X	\$3,335.25	\$4,050.75
F	\$4,661.00	\$5,945.00	Y	\$3,495.75	\$4,458.75
J	\$3,082.50	\$3,745.00	1	\$3,390.75	\$4,119.50
K	\$3,224.17	\$3,918.33	2	\$3,546.58	\$4,310.17
L	\$3,379.17	\$4,105.00	3	\$3,717.08	\$4,515.50
M	\$3,538.33	\$4,300.83	4	\$3,892.17	\$4,730.92
N	\$3,705.83	\$4,500.83	5	\$4,076.42	\$4,950.92
P	\$3,884.17	\$4,954.17	6	\$4,272.58	\$5,449.58

Classification	Schematic	Class	WWG
Instructor, Military Department	EJ50	2840	SE
Teacher (English Language Development) (Correctional Facility)	EB10	3075	SE
Teacher (High School - Arts and Crafts) (Correctional Facility)	EB22	2284	SE
Teacher, State Hospital (Arts and Crafts)	EB25	2317	SE
Teacher - Business Education	EB30	2340	SE
Teacher (High School - Business Education) (Correctional Facility)	EB32	2285	SE
Teacher (High School - English / Language Arts) (Correctional Facility)	EB33	3074	SE
Teacher (High School - Foreign Language) (Correctional Facility)	EB35	3076	SE
Teacher (High School - Mathematics) (Correctional Facility)	EB37	3077	SE
Teacher (High School - Science) (Correctional Facility)	EB39	3078	SE
Teacher (High School - Social Science) (Correctional Facility)	EB41	3079	SE
Teacher (Elementary - Multiple Subjects) (Correctional Facility)	EB42	2287	SE
Teacher, State Hospital (Elementary Education)	EB45	2319	SE
Teacher, State Hospital (High School Education)	EB48	2325	SE
Teacher - High School Education	EB50	2312	SE
Teacher (High School - General Education) (Correctional Facility)	EB51	2290	SE
Teacher - State Hospital (Home Economics)	EB52	2330	SE
Teacher - Home Economics	EB60	2376	SE
Teacher (High School - Home Economics) (Correctional Facility)	EB62	2291	SE
Teacher (High School - Industrial Arts) (Correctional Facility)	EB63	2859	SE
Teacher - Librarian (Correctional Facility)	EB67	2298	SE
Teacher - Recreation and Physical Education	EB70	2496	SE
Teacher (High School - Physical Education) (Correctional Facility)	EB72	2295	SE
Teacher (Adaptive Physical Education) (Correctional Facility)	EB73	3073	SE
Teacher, State Hospital (Recreation and Physical Education)	EB75	2333	SE
Teacher (High School - Music) (Correctional Facility)	EB82	2294	SE

Classification	Schematic	Class	WWG
Teacher, State Hospital (Music)	EB85	2331	SE
Teacher - Speech Development and Correction	EB90	2318	SE
Teacher (Speech Development and Correction) (Correctional Facility)	EB91	2371	SE
Teacher, State Hospital (Speech Development and Correction)	EB93	2334	SE
Teacher, State Hospital (Physically Handicapped)	EB97	2336	SE
Teacher - Mentally Retarded Deaf Children	EC10	2326	SE
Teacher (Hearing Impaired) (Correctional Facility)	EC12	2373	SE
Teacher, State Hospital (Communication Handicapped)	EC15	2337	SE
Teacher, Mentally Retarded Children	EC20	2338	SE
Teacher, Department of Health - Mentally Retarded Children	EC25	2316	SE
Teacher, State Hospitals (Severely Handicapped, Developmentally Disabled)	EC27	2272	SE
Teacher, State Hospitals (Learning Handicapped, Mentally Disabled)	EC28	2273	SE
Teacher, State Hospitals (Severely Handicapped, Mentally)	EC29	2274	SE
Teacher - Emotionally Handicapped	EC30	2335	SE
Teacher, State Hospitals (Severely Handicapped - Developmentally Disabled - Safety)	EC31	2277	SE
Teacher (Emotionally/Learning Handicapped) (Correctional Facility)	EC32	2288	SE
Teacher, State Hospital (Adult Education)	EC36	2275	SE
Teacher Orientation and Mobility for the Blind	EC40	2329	SE
Teacher Orientation Center for the Blind - Typing and Braille	EC50	2328	SE
Teacher, State Hospitals (Learning Handicapped, Developmentally Disabled)	EC59	2271	SE
Vocational Instructor - Dog Grooming and Handling (Correctional Facility)	ED27	2423	SE
Vocational Instructor - Airframe Mechanics (Correctional Facility)	ED42	2387	SE
Vocational Instructor (Animal Husbandry) (Correctional Facility)	ED46	2853	SE
Vocational Instructor - Auto Body and Fender Repair	ED50	2383	SE
Vocational Instructor - Auto Body and Fender Repair (Correctional Facility)	ED52	2396	SE
Vocational Instructor - Auto Mechanics (Correctional Facility)	ED62	2398	SE
Vocational Instructor - Baking (Correctional Facility)	ED72	2399	SE
Vocational Instructor (Baking)	ED73	7582	SE
Vocational Instructor (Barbershop Practices) (Correctional Facility)	ED77	2441	SE
Vocational Instructor (Barbershop Practices)	ED78	7583	SE
Vocational Instructor (Book Binders) (Correctional Facility)	ED79	2874	SE
Vocational Instructor (Building Maintenance) (Correctional Facility)	ED82	2854	SE
Vocational Instructor (Building Maintenance)	ED83	7584	SE
Vocational Instructor - Carpentry (Correctional Facility)	ED92	2417	SE
Vocational Instructor (Carpentry)	ED93	7585	SE
Vocational Instructor (Carpentry - Safety)	ED94	7593	SE
Vocational Instructor (Computer and Related Technologies)	EF03	7586	SE
Vocational Instructor - Cosmetology (Correctional Facility)	EF12	2420	SE
Vocational Instructor - Culinary Arts (Correctional Facility)	EF22	2422	SE
Vocational Instructor (Culinary Arts)	EF23	7587	SE
Vocational Instructor (Dental Technology) (Correctional Facility)	EF30	2869	SE
Vocational Instructor (Diesel Mechanic) (Correctional Facility)	EF32	2856	SE
Vocational Instructor (Dry Cleaning Work (Correctional Facility)	EF42	2425	SE
Vocational Instructor (Drywall Installer/Taper) (Correctional Facility)	EF47	2857	SE
Vocational Instructor - Electrical Work (Correctional Facility)	EF52	2426	SE
Vocational Instructor - Electronics (Correctional Facility)	EF62	2428	SE
Vocational Instructor - Eyewear Manufacturing (Correctional Facility)	EF64	2688	SE
Vocational Instructor (Floor Cover Layer) (Correctional Facility)	EF72	2858	SE
Vocational Instructor (Furniture Refinishing) (Correctional Facility)	EF74	2877	SE
Vocational Instructor (Garment Making)	EF80	2397	SE

Classification	Schematic	Class	WWG
Vocational Instructor - Garment Making (Correctional Facility)	EF82	2432	SE
Vocational Instructor - Heavy Equipment Repair (Correctional Facility)	EG12	2433	SE
Vocational Instructor (Horse Trainer) (Correctional Facility)	EG14	2846	SE
Vocational Instructor - Household Appliance Repair (Correctional Facility)	EG22	2597	SE
Vocational Instructor (Household Appliance Repair)	EG23	7588	SE
Vocational Instructor - Industrial Arts	EG30	2372	SE
Vocational Instructor - Industrial Arts (DMH and DDS)	EG31	2377	SE
Vocational Instructor - Industrial Arts (Correctional Facility)	EG32	2598	SE
Vocational Instructor - Instrument Repair (Correctional Facility)	EG42	2599	SE
Vocational Instructor - Janitorial Service (Correctional Facility)	EG52	2600	SE
Vocational Instructor (Janitorial Service)	EG53	7589	SE
Vocational Instructor - Landscape Gardening	EG60	2435	SE
Vocational Instructor (Landscape Gardening - Safety)	EG61	2436	SE
Vocational Instructor - Landscape Gardening (Correctional Facility)	EG62	2601	SE
Vocational Instructor - Machine Shop Practices (Correctional Facility)	EG82	2614	SE
Vocational Instructor (Machine Shop - Automotive) (Correctional Facility)	EG85	2878	SE
Vocational Instructor - Masonry (Correctional Facility)	EG92	2615	SE
Vocational Instructor - Meat Cutting (Correctional Facility)	EH12	2619	SE
Vocational Instructor - Mechanical Drawing (Correctional Facility)	EH22	2627	SE
Vocational Instructor - Mill and Cabinet Work (Correctional Facility)	EH32	2630	SE
Vocational Instructor (Mill and Cabinet Work)	EH33	7590	SE
Vocational Instructor (Office Services & Related Technologies) (Corr. Facility)	EH47	2849	SE
Vocational Instructor - Painting (Correctional Facility)	EH52	2644	SE
Vocational Instructor (Painting)	EH53	7591	SE
Vocational Instructor - Plumbing (Correctional Facility)	EH72	2661	SE
Vocational Instructor (Printing Graphic Arts) (Correctional Facility)	EH83	2852	SE
Vocational Instructor (Printing / Graphic Arts)	EH84	7592	SE
Vocational Instructor - Radiologic Technology - Correctional Facility	EH87	2667	SE
Vocational Instructor - Refrigeration & Air Conditioning Repair (Corr. Facility)	EH92	2668	SE
Vocational Instructor (Roofer) (Correctional Facility)	EI02	2850	SE
Vocational Instructor - Sewing Machine Repair (Correctional Facility)	EI12	2669	SE
Vocational Instructor - Sheet Metal Work (Correctional Facility)	EI22	2670	SE
Vocational Instructor - Shoemaking (Correctional Facility)	EI32	2671	SE
Vocational Instructor - Silk Screen Processes (Correctional Facility)	EI42	2672	SE
Vocational Instructor (Small Engine Repair) (Correctional Facility)	EI47	2851	SE
Vocational Instructor (Stockkeeping and Warehousing)	EI50	2374	SE
Vocational Instructor - Stockkeeping and Warehousing (Correctional Facility)	EI52	2673	SE
Vocational Instructor (Telemarketing / Customer Service) (Corr. Facility)	EI62	5415	SE
Vocational Instructor (Office Machine Repair) (Correctional Facility)	EI72	2674	SE
Vocational Instructor - Upholstering	EI80	2406	SE
Vocational Instructor - (Upholstering - Safety)	EI81	2407	SE
Vocational Instructor - Upholstering - Correctional Facility	EI82	2675	SE
Vocational Instructor - Commercial Diver Training (Correctional Facility)	EI87	2419	SE
Vocational Instructor - Welding (Correctional Facility)	EI92	2677	SE
Vocational Instructor - Vocational Nursing (Correctional Facility)	EJ12	2676	SE

Academic	BA & Credential		BA+12 & Preliminary Credential		BA+24 & Professional Credential		BA+36 or MA & Professional Credential		BA+48 or MA+12 & Professional Credential		BA+60 or MA+24 & Professional Credential		BA+72 & MA or MA+36 & Professional Credential	
	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate
Steps	Range A		Range B		Range C		Range D		Range E		Range F		Range G	
1	\$241.05	\$4,419.25	\$249.49	\$4,573.98	\$258.22	\$4,734.03	\$267.26	\$4,899.77	\$276.61	\$5,071.18	\$286.29	\$5,248.65	\$296.31	\$5,432.35
2	\$249.49	\$4,573.98	\$258.22	\$4,734.03	\$267.26	\$4,899.77	\$276.61	\$5,071.18	\$286.29	\$5,248.65	\$296.31	\$5,432.35	\$306.68	\$5,622.47
3	\$258.22	\$4,734.03	\$267.26	\$4,899.77	\$276.61	\$5,071.18	\$286.29	\$5,248.65	\$296.31	\$5,432.35	\$306.68	\$5,622.47	\$317.42	\$5,819.37
4	\$267.26	\$4,899.77	\$276.61	\$5,071.18	\$286.29	\$5,248.65	\$296.31	\$5,432.35	\$306.68	\$5,622.47	\$317.42	\$5,819.37	\$328.53	\$6,023.05
5	\$276.61	\$5,071.18	\$286.29	\$5,248.65	\$296.31	\$5,432.35	\$306.68	\$5,622.47	\$317.42	\$5,819.37	\$328.53	\$6,023.05	\$340.02	\$6,233.70
6	\$286.29	\$5,248.65	\$296.31	\$5,432.35	\$306.68	\$5,622.47	\$317.42	\$5,819.37	\$328.53	\$6,023.05	\$340.02	\$6,233.70	\$351.93	\$6,452.05
7			\$306.68	\$5,622.47	\$317.42	\$5,819.37	\$328.53	\$6,023.05	\$340.02	\$6,233.70	\$351.93	\$6,452.05	\$364.24	\$6,677.73
8			\$317.42	\$5,819.37	\$328.53	\$6,023.05	\$340.02	\$6,233.70	\$351.93	\$6,452.05	\$364.24	\$6,677.73	\$376.99	\$6,911.48
9					\$340.02	\$6,233.70	\$351.93	\$6,452.05	\$364.24	\$6,677.73	\$376.99	\$6,911.48	\$390.19	\$7,153.48
10							\$364.24	\$6,677.73	\$376.99	\$6,911.48	\$390.19	\$7,153.48	\$403.84	\$7,403.73
15									\$403.84	\$7,403.73	\$417.98	\$7,662.97	\$432.61	\$7,931.18
20									\$417.98	\$7,662.97	\$432.61	\$7,931.18	\$447.75	\$8,208.75
25									\$432.61	\$7,931.18	\$447.75	\$8,208.75		
Vocational	BA & Preliminary Credential		BA+12 & Professional Credential		BA+24 & Professional Credential		BA+36 & Professional Credential		BA+48 & Professional Credential		BA+60 & Professional Credential		BA+72 & Professional Credential	

1. For DJ/JCEA employees in vocational instructor classifications the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's Degree in Range A through E.

The following salary schedules apply to Teacher, Vocational Instructor and Instructor classifications in DJJ.

Attachment A – Academic Teachers

Class Code	Class Title
2727	LNG SP & HRG SP
2734	RES SP/SP ED
9854	SCHOOL PSYCHOLOGIST
2288	TEACHER HS-EM/LN HD CF
3077	TEACHER HS-MATH CF
3074	TEACHER HS-ELA CF
2295	TEACHER HS-PE CF
3079	TEACHER HS-S SCI CF
3078	TEACHER HS-SCI CF
2290	TEACHER HS-G ED CF
2298	TEACHER LIBR CORR F
2294	TEACHER HS-MUSIC CF
2284	TEACHER HS-ARTS & CRAFTS CF
3075	TEACHER HS-ENG L D CF

Attachment B – Career-Technical Instructors

Class Code	Class Title
2442	VOC INS BARB PR CF
2398	VOC INST AUTO M CF
2854	VOC INST BLD MN CF
2422	VOC INST CUL AR CF
2849	VOC INST O S & RT CF
2852	VOC INST P G A CF
2673	VOC INST STK & SH CF
2855	VOC INST COMP & RELATED TECH CF
2428	VOC INST ELECTRONICS CF
2600	VOC INST JNT SV CF
2630	VOC INST M&C WK CF
2677	VOC INST WLDING
2417	VOC INST CARPTY CF
2601	VOC INST LNDS G CF
2668	VOC INST REFRIG & AC CF
2615	VOC INST MSNRY CF
2675	VOC INST UPHLST CF
2644	VOC INST PNTG CF
2423	VOC INST DF F&H CF
2614	VOC MC SP CF

***Each facility in DJJ has it's own salary schedule**

1. Sacramento
2. Stockton Complex
3. Preston
4. Paso Robles
5. Ventura
6. Stark in Chino
7. South Reception Center

DUJ/CEA Unit 3 Salary Schedule 2005-06 220 Day Academic Calendar Year
James A. Wieden High School

Steps	BA & Credential		BA+12 & Preliminary Credential		BA+24 & Professional Credential		BA+36 or MA & Professional Credential		BA+48 or MA+12 & Professional Credential		BA+60 or MA+24 & Professional Credential		BA+72 & MA or MA+36 & Professional Credential	
	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate
1	\$239.55	\$4,391.75	\$247.93	\$4,545.38	\$256.61	\$4,704.52	\$265.59	\$4,869.15	\$274.89	\$5,039.65	\$284.51	\$5,216.02	\$294.47	\$5,398.62
2	\$247.93	\$4,545.38	\$256.61	\$4,704.52	\$265.59	\$4,869.15	\$274.89	\$5,039.65	\$284.51	\$5,216.02	\$294.47	\$5,398.62	\$304.77	\$5,587.45
3	\$256.61	\$4,704.52	\$265.59	\$4,869.15	\$274.89	\$5,039.65	\$284.51	\$5,216.02	\$294.47	\$5,398.62	\$304.77	\$5,587.45	\$315.44	\$5,985.47
4	\$265.59	\$4,869.15	\$274.89	\$5,039.65	\$284.51	\$5,216.02	\$294.47	\$5,398.62	\$304.77	\$5,587.45	\$315.44	\$5,783.07	\$326.48	\$6,195.02
5	\$274.89	\$5,039.65	\$284.51	\$5,216.02	\$294.47	\$5,398.62	\$304.77	\$5,587.45	\$315.44	\$5,783.07	\$326.48	\$5,985.47	\$337.91	\$6,411.90
6	\$284.51	\$5,216.02	\$294.47	\$5,398.62	\$304.77	\$5,587.45	\$315.44	\$5,783.07	\$326.48	\$5,985.47	\$337.91	\$6,195.02	\$349.74	\$6,636.30
7			\$304.77	\$5,587.45	\$315.44	\$5,783.07	\$326.48	\$5,985.47	\$337.91	\$6,195.02	\$349.74	\$6,411.90	\$361.98	\$6,868.58
8			\$315.44	\$5,783.07	\$326.48	\$5,985.47	\$337.91	\$6,195.02	\$349.74	\$6,411.90	\$361.98	\$6,636.30	\$374.65	\$7,108.93
9			\$326.48	\$5,985.47	\$337.91	\$6,195.02	\$349.74	\$6,411.90	\$361.98	\$6,636.30	\$374.65	\$6,868.58	\$387.76	\$7,357.72
10			\$337.91	\$6,195.02	\$349.74	\$6,411.90	\$361.98	\$6,636.30	\$374.65	\$6,868.58	\$387.76	\$7,108.93	\$401.33	\$7,615.30
15			\$349.74	\$6,411.90	\$361.98	\$6,636.30	\$374.65	\$6,868.58	\$387.76	\$7,108.93	\$401.33	\$7,357.72	\$415.38	\$7,881.68
20			\$361.98	\$6,636.30	\$374.65	\$6,868.58	\$387.76	\$7,108.93	\$401.33	\$7,357.72	\$415.38	\$7,615.30	\$429.91	\$8,157.60
25			\$374.65	\$7,108.93	\$387.76	\$7,357.72	\$401.33	\$7,615.30	\$415.38	\$7,881.68	\$429.91	\$8,157.60	\$444.96	\$8,538.18
	BA & Preliminary Credential	BA+12 & Professional Credential	BA+24 & Professional Credential	BA+36 & Professional Credential	BA+48 & Professional Credential	BA+60 & Professional Credential	BA+72 & Professional Credential	BA+36 or MA & Professional Credential	BA+48 or MA+12 & Professional Credential	BA+60 or MA+24 & Professional Credential	BA+72 & MA or MA+36 & Professional Credential	BA+36 or MA & Professional Credential	BA+48 or MA+12 & Professional Credential	BA+60 or MA+24 & Professional Credential

1. For DUJ/CEA employees in vocational instructor classifications the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's Degree in Range A through E.

DUJ/CEA Unit 3 Salary Schedule 2005-06 220 Day Academic Calendar Year
DeWitt, Nelson, Johanna Boss and N.A. Chadeljian High Schools

Steps	BA & Credential		BA+12 & Preliminary Credential		BA+24 & Professional Credential		BA+36 or MA & Professional Credential		BA+48 or MA+12 & Professional Credential		BA+60 or MA+24 & Professional Credential		BA+72 & MA or MA+36 & Professional Credential	
	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate
1	\$244.85	\$4,488.92	\$253.42	\$4,646.03	\$262.29	\$4,808.65	\$271.47	\$4,976.95	\$280.97	\$5,151.12	\$290.80	\$5,331.33	\$300.98	\$5,517.97
2	\$253.42	\$4,646.03	\$262.29	\$4,808.65	\$271.47	\$4,976.95	\$280.97	\$5,151.12	\$290.80	\$5,331.33	\$300.98	\$5,517.97	\$311.52	\$5,711.20
3	\$262.29	\$4,808.65	\$271.47	\$4,976.95	\$280.97	\$5,151.12	\$290.80	\$5,331.33	\$300.98	\$5,517.97	\$311.52	\$5,711.20	\$322.42	\$5,911.03
4	\$271.47	\$4,976.95	\$280.97	\$5,151.12	\$290.80	\$5,331.33	\$300.98	\$5,517.97	\$311.52	\$5,711.20	\$322.42	\$5,911.03	\$333.71	\$6,118.02
5	\$280.97	\$5,151.12	\$290.80	\$5,331.33	\$300.98	\$5,517.97	\$311.52	\$5,711.20	\$322.42	\$5,911.03	\$333.71	\$6,118.02	\$345.39	\$6,332.15
6	\$290.80	\$5,331.33	\$300.98	\$5,517.97	\$311.52	\$5,711.20	\$322.42	\$5,911.03	\$333.71	\$6,118.02	\$345.39	\$6,332.15	\$357.47	\$6,553.62
7			\$311.52	\$5,711.20	\$322.42	\$5,911.03	\$333.71	\$6,118.02	\$345.39	\$6,332.15	\$357.47	\$6,553.62	\$369.99	\$6,783.15
8			\$322.42	\$5,911.03	\$333.71	\$6,118.02	\$345.39	\$6,332.15	\$357.47	\$6,553.62	\$369.99	\$6,783.15	\$382.93	\$7,020.38
9			\$333.71	\$6,118.02	\$345.39	\$6,332.15	\$357.47	\$6,553.62	\$369.99	\$6,783.15	\$382.93	\$7,020.38	\$396.34	\$7,266.23
10			\$345.39	\$6,332.15	\$357.47	\$6,553.62	\$369.99	\$6,783.15	\$382.93	\$7,020.38	\$396.34	\$7,266.23	\$410.21	\$7,520.52
15			\$357.47	\$6,553.62	\$369.99	\$6,783.15	\$382.93	\$7,020.38	\$396.34	\$7,266.23	\$410.21	\$7,520.52	\$424.57	\$7,783.78
20			\$369.99	\$6,783.15	\$382.93	\$7,020.38	\$396.34	\$7,266.23	\$410.21	\$7,520.52	\$424.57	\$7,783.78	\$439.43	\$8,056.22
25			\$382.93	\$7,020.38	\$396.34	\$7,266.23	\$410.21	\$7,520.52	\$424.57	\$7,783.78	\$439.43	\$8,056.22	\$454.81	\$8,338.18
	BA & Preliminary Credential	BA+12 & Professional Credential	BA+24 & Professional Credential	BA+36 & Professional Credential	BA+48 & Professional Credential	BA+60 & Professional Credential	BA+72 & Professional Credential	BA+36 or MA & Professional Credential	BA+48 or MA+12 & Professional Credential	BA+60 or MA+24 & Professional Credential	BA+72 & MA or MA+36 & Professional Credential	BA+36 or MA & Professional Credential	BA+48 or MA+12 & Professional Credential	BA+60 or MA+24 & Professional Credential

1. For DUJ/CEA employees in vocational instructor classifications the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's Degree in Range A through E.

DJUCEA Unit 3 Salary Schedule 2005-06 220 Day Academic Calendar Year
 Mary B. Perry High School

Steps	BA & Credential		BA+12 & Preliminary Credential		BA+24 & Professional Credential		BA+36 or MA & Professional Credential		BA+48 or MA+12 & Professional Credential		BA+60 or MA+24 & Professional Credential		BA+72 & MA or MA+36 & Professional Credential	
	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate
1	\$228.90	\$4,196.50	\$237.00	\$4,345.00	\$245.30	\$4,497.17	\$253.89	\$4,654.65	\$262.77	\$4,817.45	\$271.97	\$4,986.12	\$281.49	\$5,160.65
2	\$237.00	\$4,345.00	\$245.30	\$4,497.17	\$253.89	\$4,654.65	\$262.77	\$4,817.45	\$271.97	\$4,986.12	\$281.49	\$5,160.65	\$291.34	\$5,341.23
3	\$245.30	\$4,497.17	\$253.89	\$4,654.65	\$262.77	\$4,817.45	\$271.97	\$4,986.12	\$281.49	\$5,160.65	\$291.34	\$5,341.23	\$301.54	\$5,528.23
4	\$253.89	\$4,654.65	\$262.77	\$4,817.45	\$271.97	\$4,986.12	\$281.49	\$5,160.65	\$291.34	\$5,341.23	\$301.54	\$5,528.23	\$312.09	\$5,721.65
5	\$262.77	\$4,817.45	\$271.97	\$4,986.12	\$281.49	\$5,160.65	\$291.34	\$5,341.23	\$301.54	\$5,528.23	\$312.09	\$5,721.65	\$323.01	\$5,921.85
6	\$271.97	\$4,986.12	\$281.49	\$5,160.65	\$291.34	\$5,341.23	\$301.54	\$5,528.23	\$312.09	\$5,721.65	\$323.01	\$5,921.85	\$334.32	\$6,129.20
7			\$291.34	\$5,341.23	\$301.54	\$5,528.23	\$312.09	\$5,721.65	\$323.01	\$5,921.85	\$334.32	\$6,129.20	\$346.02	\$6,343.70
8			\$301.54	\$5,528.23	\$312.09	\$5,721.65	\$323.01	\$5,921.85	\$334.32	\$6,129.20	\$346.02	\$6,343.70	\$358.13	\$6,565.72
9			\$312.09	\$5,721.65	\$323.01	\$5,921.85	\$334.32	\$6,129.20	\$346.02	\$6,343.70	\$358.13	\$6,565.72	\$370.66	\$6,795.43
10			\$323.01	\$5,921.85	\$334.32	\$6,129.20	\$346.02	\$6,343.70	\$358.13	\$6,565.72	\$370.66	\$6,795.43	\$383.64	\$7,033.40
15			\$346.02	\$6,343.70	\$358.13	\$6,565.72	\$370.66	\$6,795.43	\$383.64	\$7,033.40	\$397.07	\$7,279.62	\$410.96	\$7,534.27
20			\$358.13	\$6,565.72	\$370.66	\$6,795.43	\$383.64	\$7,033.40	\$397.07	\$7,279.62	\$410.96	\$7,534.27	\$425.35	\$7,798.08
25			\$370.66	\$6,795.43	\$383.64	\$7,033.40	\$397.07	\$7,279.62	\$410.96	\$7,534.27	\$425.35	\$7,798.08		
Vocational	BA & Preliminary Credential	BA+12 & Professional Credential	BA+24 & Professional Credential	BA+36 & Professional Credential	BA+48 & Professional Credential	BA+60 & Professional Credential	BA+72 & Professional Credential	BA+72 and MA & Professional Credential						

1. For DJU/CEA employees in vocational instructor classifications the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's Degree in Range A through E.

DJUCEA Unit 3 Salary Schedule 2005-06 220 Day Academic Calendar Year
 Marie C. Romero High School

Steps	BA & Credential		BA+12 & Preliminary Credential		BA+24 & Professional Credential		BA+36 or MA & Professional Credential		BA+48 or MA+12 & Professional Credential		BA+60 or MA+24 & Professional Credential		BA+72 & MA or MA+36 & Professional Credential	
	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate
1	\$233.50	\$4,280.83	\$241.67	\$4,430.62	\$250.13	\$4,585.72	\$258.89	\$4,746.32	\$267.95	\$4,912.42	\$277.32	\$5,084.20	\$287.03	\$5,262.22
2	\$241.67	\$4,430.62	\$250.13	\$4,585.72	\$258.89	\$4,746.32	\$267.95	\$4,912.42	\$277.32	\$5,084.20	\$287.03	\$5,262.22	\$297.08	\$5,446.47
3	\$250.13	\$4,585.72	\$258.89	\$4,746.32	\$267.95	\$4,912.42	\$277.32	\$5,084.20	\$287.03	\$5,262.22	\$297.08	\$5,446.47	\$307.47	\$5,636.95
4	\$258.89	\$4,746.32	\$267.95	\$4,912.42	\$277.32	\$5,084.20	\$287.03	\$5,262.22	\$297.08	\$5,446.47	\$307.47	\$5,636.95	\$318.24	\$5,834.40
5	\$267.95	\$4,912.42	\$277.32	\$5,084.20	\$287.03	\$5,262.22	\$297.08	\$5,446.47	\$307.47	\$5,636.95	\$318.24	\$5,834.40	\$329.37	\$6,038.45
6	\$277.32	\$5,084.20	\$287.03	\$5,262.22	\$297.08	\$5,446.47	\$307.47	\$5,636.95	\$318.24	\$5,834.40	\$329.37	\$6,038.45	\$340.90	\$6,249.83
7			\$297.08	\$5,446.47	\$307.47	\$5,636.95	\$318.24	\$5,834.40	\$329.37	\$6,038.45	\$340.90	\$6,249.83	\$352.83	\$6,468.55
8			\$307.47	\$5,636.95	\$318.24	\$5,834.40	\$329.37	\$6,038.45	\$340.90	\$6,249.83	\$352.83	\$6,468.55	\$365.18	\$6,694.97
9			\$318.24	\$5,834.40	\$329.37	\$6,038.45	\$340.90	\$6,249.83	\$352.83	\$6,468.55	\$365.18	\$6,694.97	\$377.97	\$6,929.45
10			\$329.37	\$6,038.45	\$340.90	\$6,249.83	\$352.83	\$6,468.55	\$365.18	\$6,694.97	\$377.97	\$6,929.45	\$391.19	\$7,171.82
15			\$340.90	\$6,249.83	\$352.83	\$6,468.55	\$365.18	\$6,694.97	\$377.97	\$6,929.45	\$391.19	\$7,171.82	\$404.89	\$7,422.98
20			\$352.83	\$6,468.55	\$365.18	\$6,694.97	\$377.97	\$6,929.45	\$391.19	\$7,171.82	\$404.89	\$7,422.98	\$419.06	\$7,682.77
25			\$365.18	\$6,694.97	\$377.97	\$6,929.45	\$391.19	\$7,171.82	\$404.89	\$7,422.98	\$419.06	\$7,682.77	\$433.72	\$7,951.53
Vocational	BA & Preliminary Credential	BA+12 & Professional Credential	BA+24 & Professional Credential	BA+36 & Professional Credential	BA+48 & Professional Credential	BA+60 & Professional Credential	BA+72 & Professional Credential	BA+72 and MA & Professional Credential						

1. For DJU/CEA employees in vocational instructor classifications the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's Degree in Range A through E.

DJJ/CEA Unit 3 Salary Schedule 2005-06 220 Day Academic Calendar Year
 Jack B. Clarke High School

Academic	BA & Credential		BA+12 & Preliminary Credential		BA+24 & Professional Credential		BA+36 or MA & Professional Credential		BA+48 or MA+12 & Professional Credential		BA+60 or MA+24 & Professional Credential		BA+72 & MA or MA+36 & Professional Credential		
	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	
Steps	Range A														
	1	\$242.09	\$4,438.32	\$250.56	\$4,593.60	\$259.33	\$4,754.38	\$268.41	\$4,920.85	\$277.80	\$5,093.00	\$287.53	\$5,271.38	\$297.59	\$5,455.82
	2	\$250.56	\$4,593.60	\$259.33	\$4,754.38	\$268.41	\$4,920.85	\$277.80	\$5,093.00	\$287.53	\$5,271.38	\$297.59	\$5,455.82	\$308.01	\$5,646.85
	3	\$259.33	\$4,754.38	\$268.41	\$4,920.85	\$277.80	\$5,093.00	\$287.53	\$5,271.38	\$297.59	\$5,455.82	\$308.01	\$5,646.85	\$318.79	\$5,844.48
	4	\$268.41	\$4,920.85	\$277.80	\$5,093.00	\$287.53	\$5,271.38	\$297.59	\$5,455.82	\$308.01	\$5,646.85	\$318.79	\$5,844.48	\$329.94	\$6,048.90
	5	\$277.80	\$5,093.00	\$287.53	\$5,271.38	\$297.59	\$5,455.82	\$308.01	\$5,646.85	\$318.79	\$5,844.48	\$329.94	\$6,048.90	\$341.49	\$6,260.65
	6	\$287.53	\$5,271.38	\$297.59	\$5,455.82	\$308.01	\$5,646.85	\$318.79	\$5,844.48	\$329.94	\$6,048.90	\$341.49	\$6,260.65	\$353.44	\$6,479.73
	7			\$308.01	\$5,646.85	\$318.79	\$5,844.48	\$329.94	\$6,048.90	\$341.49	\$6,260.65	\$353.44	\$6,479.73	\$365.81	\$6,706.52
	8			\$318.79	\$5,844.48	\$329.94	\$6,048.90	\$341.49	\$6,260.65	\$353.44	\$6,479.73	\$365.81	\$6,706.52	\$378.62	\$6,941.37
	9			\$329.94	\$6,048.90	\$341.49	\$6,260.65	\$353.44	\$6,479.73	\$365.81	\$6,706.52	\$378.62	\$6,941.37	\$391.87	\$7,184.28
	10			\$341.49	\$6,260.65	\$353.44	\$6,479.73	\$365.81	\$6,706.52	\$378.62	\$6,941.37	\$391.87	\$7,184.28	\$405.59	\$7,435.82
	15			\$405.59	\$7,435.82	\$419.78	\$7,965.28	\$434.47	\$8,500.00	\$449.78	\$9,040.00	\$465.28	\$9,585.00	\$486.52	\$10,135.00
	20			\$449.78	\$8,500.00	\$465.28	\$9,040.00	\$486.52	\$10,135.00	\$508.01	\$11,230.00	\$530.00	\$12,325.00	\$552.00	\$13,420.00
	25			\$508.01	\$11,230.00	\$530.00	\$12,325.00	\$552.00	\$13,420.00	\$576.00	\$14,510.00	\$600.00	\$15,690.00	\$624.00	\$16,870.00
	Vocational	BA & Preliminary Credential		BA+12 & Professional Credential		BA+24 & Professional Credential		BA+36 & Professional Credential		BA+48 & Professional Credential		BA+60 & Professional Credential		BA+72 and MA & Professional Credential	
		Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate

1. For DJJ/CEA employees in vocational instructor classifications the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's Degree in Range A through E.

DJJ/CEA Unit 3 Salary Schedule 2005-06 220 Day Academic Calendar Year
 Lyle Egan High School

Academic	BA & Credential		BA+12 & Preliminary Credential		BA+24 & Professional Credential		BA+36 or MA & Professional Credential		BA+48 or MA+12 & Professional Credential		BA+60 or MA+24 & Professional Credential		BA+72 & MA or MA+36 & Professional Credential		
	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	
Steps	Range A														
	1	\$251.90	\$4,618.17	\$260.72	\$4,779.87	\$269.84	\$4,947.07	\$279.29	\$5,120.32	\$289.06	\$5,299.43	\$299.18	\$5,484.97	\$309.65	\$5,676.92
	2	\$260.72	\$4,779.87	\$269.84	\$4,947.07	\$279.29	\$5,120.32	\$289.06	\$5,299.43	\$299.18	\$5,484.97	\$309.65	\$5,676.92	\$320.49	\$5,875.65
	3	\$269.84	\$4,947.07	\$279.29	\$5,120.32	\$289.06	\$5,299.43	\$299.18	\$5,484.97	\$309.65	\$5,676.92	\$320.49	\$5,875.65	\$331.70	\$6,081.17
	4	\$279.29	\$5,120.32	\$289.06	\$5,299.43	\$299.18	\$5,484.97	\$309.65	\$5,676.92	\$320.49	\$5,875.65	\$331.70	\$6,081.17	\$343.31	\$6,294.02
	5	\$289.06	\$5,299.43	\$299.18	\$5,484.97	\$309.65	\$5,676.92	\$320.49	\$5,875.65	\$331.70	\$6,081.17	\$343.31	\$6,294.02	\$355.33	\$6,514.38
	6	\$299.18	\$5,484.97	\$309.65	\$5,676.92	\$320.49	\$5,875.65	\$331.70	\$6,081.17	\$343.31	\$6,294.02	\$355.33	\$6,514.38	\$367.77	\$6,742.45
	7			\$320.49	\$5,875.65	\$331.70	\$6,081.17	\$343.31	\$6,294.02	\$355.33	\$6,514.38	\$367.77	\$6,742.45	\$380.64	\$6,978.40
	8			\$331.70	\$6,081.17	\$343.31	\$6,294.02	\$355.33	\$6,514.38	\$367.77	\$6,742.45	\$380.64	\$6,978.40	\$407.75	\$7,222.60
	9			\$343.31	\$6,294.02	\$355.33	\$6,514.38	\$367.77	\$6,742.45	\$380.64	\$6,978.40	\$407.75	\$7,222.60	\$436.79	\$7,473.03
	10			\$355.33	\$6,514.38	\$367.77	\$6,742.45	\$380.64	\$6,978.40	\$407.75	\$7,222.60	\$436.79	\$7,473.03	\$452.08	\$7,737.03
	15			\$407.75	\$7,473.03	\$436.79	\$8,007.82	\$452.08	\$8,542.00	\$481.00	\$9,076.00	\$506.00	\$9,610.00	\$531.00	\$10,144.00
	20			\$452.08	\$8,542.00	\$481.00	\$9,076.00	\$506.00	\$9,610.00	\$531.00	\$9,610.00	\$556.00	\$10,144.00	\$581.00	\$10,638.00
	25			\$506.00	\$9,610.00	\$531.00	\$10,144.00	\$556.00	\$10,638.00	\$581.00	\$11,132.00	\$606.00	\$11,626.00	\$631.00	\$12,120.00
	Vocational	BA & Preliminary Credential		BA+12 & Professional Credential		BA+24 & Professional Credential		BA+36 & Professional Credential		BA+48 & Professional Credential		BA+60 & Professional Credential		BA+72 and MA & Professional Credential	
		Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate	Daily Rate	Monthly Rate

1. For DJJ/CEA employees in vocational instructor classifications the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's Degree in Range A through E.

APPENDIX D – UNIT 3 SIDE LETTERS

SIDE LETTER 4.3 – CALIFORNIA YOUTH AUTHORITY TEMPERATURE CONTROL AGREEMENT

SIDE LETTER 5.3 – COACHING DIFFERENTIAL

SIDE LETTER 6.3 – BRIDGING PROGRAM

Side Letter 4.3 CYA Temperature Control Agreement

In order to maintain and promote the health and safety of staff and students, minimize physical discomfort and maximize educational opportunity for students in the education programs, each high school shall have in place a local temperature policy and procedure developed by the local health and safety committee. The local policy shall be consistent with the Branch policy. The facility superintendent and the Deputy Director Education Services Branch will approve each local temperature policy and procedures.

For academic and “clean” (i.e., Office Services Technology or Computer Technology) vocational classrooms the temperature shall be maintained within the range of a high of eighty-five (85) degrees F and low of sixty (60) degrees F. Other vocational programs shall attempt to meet the same temperature standard.

The procedure shall include: monitoring of the classroom temperature by the facility and high school management, a process to report when temperatures are outside the policy limits including; a redirection of students and staff to an alternative location; or reassignment of staff to alternative education activities or tasks consistent with MOUs; and a reporting process for repairs when this is the concern.

G. Deputy Director

1. Ensure each high school has a temperature policy and procedure in place that have been developed by the local health and safety committee and approved by the facility superintendent.

H. Deputy Director/Joint Labor Management Temperature Controls Committee

1. Review and approve each local temperature policy and procedure.

I. Principal

1. Work with the local health and safety committee to develop a temperature policy and procedure.
2. Submit the policy to the facility superintendent for review and approval.
3. Submit the locally approved policy and procedure to the Deputy Director/Joint Labor Management Temperature Controls Committee for review and approval.
4. Implement the approved local policy and procedure.
5. Serve as the designated representative at the high school to whom issues and concerns related to application of the policy are to be addressed by employees and the Union.

D. Regional Administrator

1. Review application of each high school’s temperature policy and procedure.

Side Letter 5.3 Coaching Differential

Class A - \$1,550

Football – Varsity Head Coach

Class B - \$1,350

Basketball – Varsity Head Coach, Boys

Basketball – Varsity Head Coach, Girls

Track – Head Coach, Boys

Track – Head Coach, Girls

Wrestling – Head Coach

Football – Junior Varsity Head Coach

Drama – Head Coach

Baseball – Varsity Head Coach

Softball – Varsity Head Coach

Cheerleading – Varsity Head Coach

Music – School for the Blind, Fremont

Class C - \$1,150

- Cross Country – Head Coach
- Swimming – Head Coach
- Badminton – Head Coach
- Basketball – Junior Varsity Head Coach, Boys
- Basketball – Junior Varsity Head Coach, Girls
- Volleyball – Head Coach
- Football – Assistant Coach
- Wrestling – Assistant Coach
- Track – Assistant Coach, Boys
- Track – Assistant Coach, Girls
- Yearbook – Head Coach, California School for the Deaf
- Drama – Assistant Coach
- Cheerleading – Junior Varsity Head Coach, California School for the Deaf, Fremont

Class D - \$950

- Cross Country – Assistant Coach
- Swimming – Assistant Coach
- Basketball – Assistant Coach, Boys
- Basketball – Assistant Coach, Girls
- Volleyball – Assistant Coach
- Baseball – Assistant Coach
- Softball – Assistant Coach
- Cheerleading – Assistant Coach
- Golf – Head Coach, California School for the Deaf, Riverside.

Side Letter 6.3 Bridging Program

The CDCR agrees to abide by the Bridging Agreement of August 2004. Should the Union request, the State further agrees to meet and discuss suggested changes to the Agreement. If the State desires to make changes or reopen the Agreement, the State will notice and meet and confer with the Union pursuant to the provisions of the Entire Agreement clause, section 24.1 of the Contract.

APPENDIX E – UNIT 4 SALARY SCHEDULE

04 – OFFICE AND ALLIED

Classification	Schematic	Class	A/R	Current Minimum	Maximum	WWG
Account Clerk II	CU70	1733		2286	2781	2
Accounting Technician	CU80	1741	A/L	2551	3103	2
Appeals Assistant	CW85	1831		2854	3470	2
Assistant Clerk	CA73	1123		1791	2177	2
Benefit Program Specialist (CalPERS)	JR56	6410	A	2205	2679	2
			B	2369	2877	2
			C	2551	3103	2
Book Repairer	CG96	1300		2205	2679	2
Case Service Assistant, DOR	CW80	1832		2369	2877	2
Clerk, California Conservation Corps	CA25	1125	A	2551	3103	2
			B	2652	3221	2
Consumer Assistance Technician	CA50	1109		2551	3103	2
Control Cashier I (Motor Vehicle Services), DMV	CX34	8736		2752	3343	2
Control Cashier I (Vehicle Registration), DMV	CX36	8738		2752	3343	2
Control Cashier II (Motor Vehicle Services), DMV	CX35	8737		2963	3604	2
Control Cashier II (Vehicle Registration), DMV	CX37	8739		2963	3604	2
Corporation Documents Examiner	CW75	1827		3246	3945	2
Dispatcher-Clerk	CR50	1660		2680	3257	2
Dispatcher-Clerk, Caltrans	CR49	3710		2680	3257	2
Examination Proctor, DOI	CG75	1877	A	2375	2465	2
			B	2638	2742	2
Executive Assistant	CD40	1728	A/L	3180	3865	2
Executive Secretary I	CD60	1247	A/L	2921	3551	2
Executive Secretary II	CD50	1245	A/L	3180	3865	2
Health Record Technician I	CW45	1869	A	2551	3103	2
			P	3256	3559	2
Health Record Technician II (Specialist)	CW40	1872	A	2854	3470	2
			B	3578	3911	2
Hearing Reporter	CD20	1229		4614	5607	2
Hearing Reporter PUC	CD11	1221		5614	5607	2
Hearing Transcriber-Typist	CC35	1193		2551	3103	2
Interagency Messenger	CA90	1697		2205	2679	2
Key Data Operator	CJ50	1419	A	2082	2298	2
			B	2369	2877	2
Law Indexer	CX20	2957	A/L	2754	3273	2
			B/M	2982	3577	2
			C/N	3577	4299	2
Legal Documents Examiner	CW65	1829	A/L	3246	3945	2
Legal Hearing Typist, Unemployment	CC47	1058	A	2504	3044	2
Insurance Appeals Board			B	2799	3400	2
			A/L	2938	3571	2
Legal Secretary	CE20	1282	A/L	2938	3571	2
			B/M	3085	3750	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Legislative Clerk	CF55	1323	A/L	2006	2436	2
			B/M	2205	2679	2
Library Technical Assistant (Safety)	CG95	1318		2680	3258	2
Library Technical Assistant I	CG90	1307	A/L	2680	3258	2
			S	2681	3260	2
Lottery Ticket Sales Senior Specialist	JY48	9079		2854	3470	2
Lottery Ticket Sales Specialist	JY50	9078		2551	3103	2
Mailing Machines Operator I	CK03	1779	A	2205	2679	2
			B	2387	2899	2
Mailing Machines Operator II	CK04	1780		2562	3110	2
Medical Secretary, Correctional Institution	CC50	9551	A/L	2799	3400	2
Medical Stenographer	CE80	1179		2504	3044	2
Medical Transcriber	CC58	1177	A/L	2504	3044	2
			P	2661	3244	2
Microfilm Technician I	CL40	1480	A	2046	2484	2
			B	2279	2767	2
Microfilm Technician II	CL45	1481		2450	2976	2
Motor Vehicle Assistant	CZ91	1898	A	2205	2679	2
			B	2369	2877	2
Motor Vehicle Field Representative	CZ90	1897	A	2205	2679	2
			B	2369	2877	2
			C	2551	3103	2
Motor Vehicle Technician	CZ92	1899	A	2369	2877	2
			B	2551	3103	2
Museum Assistant I	CB20	2862		1368	1665	2
Museum Assistant II	CB30	2863		1665	2023	2
Nosologist	CW52	3231		2681	3257	2
Nosologist Trainee	CW50	3230		2313	2810	2
Office Assistant (General)	CA55	1441	A/L	2006	2436	2
			B/M	2205	2679	2
Office Assistant (Typing)	CA52	1379	A/L	2073	2520	2
			B/M	2248	2733	2
Office Occupations Clerk	CA71	1107		1942	2362	2
Office Occupations Trainee	CA74	1242		1807	1991	2
Office Services Supervisor I (General)	CA38	1141	A	2551	3104	2
			S	2602	3156	2
Officer Services Supervisor I (Typing)	CA36	1148	A	2551	3104	2
			S	2602	3156	2
Office Technician (General)	CA48	1138	A/L	2551	3103	2
Office Technician (Typing)	CA46	1139	A/L	2598	3157	2
Pension Program Representative	CZ08	9777	A	2205	2877	2
			B	2551	3103	2
Personnel Selection Technician	CG74	6291	A	2205	2679	2
			B	2551	3103	2
Program Technician	CZ81	9927	A/L	2205	2877	2
Program Technician II	CZ82	9928		2551	3103	2
Program Technician III	CZ83	9929	A/L	2854	3470	2
Property Controller I	CO80	1550		2807	3411	2
Property Controller I (Correctional Facility)	CO85	1793		3054	3710	2
Property Controller II	CO70	1549	A/L	3189	3873	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Property Controller II (Correctional Facility)	CO75	1794		3499	4251	2
Property Inspector (Specialist)	CO60	1547		3340	4058	2
Racing License Technician I	CW92	1920		2369	2877	2
Racing License Technician II	CW93	1921		2551	3103	2
Scopist, PUC	CC36	1192		2551	3103	2
Secretary	CD30	1176	A/L	2598	3158	2
Senior Account Clerk	CU60	1730		2551	3103	2
Senior Benefit Program Specialist, PERS	JR52	6412		2854	3470	2
Senior Legal Typist	CC45	3224	A/L	2504	3044	2
			B/M	2799	3400	2
Senior Medical Stenographer	CE70	1180	A/L	2799	3400	2
Senior Motor Vehicle Technician	CZ89	1890		2854	3470	2
Senior Pension Program Representative	CZ09	9778		2854	3470	2
Senior Stenographer	CD80	1257	A/L	2598	3159	2
Senior Telephone Operator	CQ85	1638		2551	3103	
Senior Word Processing Technician	CC80	1213	A	2652	3223	
			S	2655	3224	
Service Assistant (DMV Operations)	CZ25	1844		2205	2679	
Service Assistant (Duplicating)	CL58	1484		2021	2454	
Service Assistant (Key Data Operations)	CK60	1465		1913	2058	
Service Assistant (Social Services)	CL57	1461		1951	2177	
Service Assistant (Toll Collection)	CS60	1709		2030	2465	
Service Assistant (Warehouse and Stores)	CN70	1510		2080	2527	
Statistical Clerk	CX10	1806		2551	3103	
Stenographer	CD85	1262	A	2165	2629	
			B	2328	2828	
Stock Clerk	CN60	1509		2340	2845	
Support Services Assistant (General)	CM70	1432	A	2006	2436	
			B	2141	2600	
Tax Program Assistant	CA57	1474	A	1791	2177	
			B	2006	2436	
			C	2205	2679	
Tax Program Technician I, FTB	CX92	9587		2551	3103	
Tax Program Technician II, FTB	CX93	9588		2854	3470	
Tax Technician I, BOE	CX85	1973	A	2205	2679	
			B	2369	2877	
Tax Technician II, BOE	CX86	1974		2551	3103	
Tax Technician III, BOE	CX87	1975		2854	3470	
Technical Assistant I, Political Practices Commission	CX40	1803		2551	3103	
Technical Assistant II, Political Practices Commission	CX41	1804		2854	3470	
Telephone Operator	CR25	1635		2205	2679	
Teletypewriter Operator	CQ40	1651		2369	2877	
Toll Collector	CS50	1707		2616	3177	
Treasury Teller	CT10	1714		2649	3221	
Word Processing Technician	CC85	1181	A/L	2248	2733	
			B/M	2369	2877	

APPENDIX F – UNIT 4 SIDE LETTERS

- SIDE LETTER 4.4 — CALIFORNIA STATE LOTTERY (CSL) SCRATCHER SALES BONUS
- SIDE LETTER 5.4 — TOLL COLLECTORS NIGHT SHIFT
- SIDE LETTER 6.4 — POST AND BID PROGRAM FOR CALTRANS DISTRICT 4 (S.F. BAY AREA)
- SIDE LETTER 7.4 — EMPLOYEE RECOGNITION AND MORALE PROGRAM – FTB & BOE
- SIDE LETTER 8.4 — CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY (CALEPA)
- SIDE LETTER 9.4 — PROGRAM TECHNICIAN SERIES CLASSIFICATION STUDY
- SIDE LETTER 10.4 – DISPATCHER CLERKS, CDF
- SIDE LETTER 11.4 — AUDITOR AND/OR ACCOUNTANT UPWARD MOBILITY PILOT PROGRAM
- SIDE LETTER 12.4 — DMV – MOTOR VEHICLE FIELD REP. PERMANENT INTERMITTENT (PI)
- SIDE LETTER 13.4 — FLEXIBLE WORK HOURS

Side Letter 4.4 - California State Lottery (CSL) Scratcher Sales Bonus

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

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

- A. The sales bonus shall be based solely on sales of Scratcher products. Scratcher product sales are defined as only those packs that have been financially settled by retailers. Prior to the beginning of each new quarter of the fiscal year, the CSL Director or designee shall set a statewide sales goal for Scratcher products. The statewide sales goal is then broken down into “market shares” for each individual “retailer assignment.” Individual achievement for bonus eligibility is measured against the “marked share” established for the individual retailer assignment.
- B. CSL Sales Department shall issue a quarterly report showing the percentage of statewide sales (commonly referred to as “market share”) for Scratcher products for each retailer assignment. The market share of each sales area is defined as the percentage contribution of the employee’s retailer assignment to actual statewide sales during the quarter ending one quarter prior to the “goal quarter,” also identified as the “quarter before last.”

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

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

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

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

BONUS LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
% OF SALES GOAL ACHIEVEMENT	102%	105%	108%	112%

Lottery Ticket Sales Specialist	\$300	\$600	\$900	\$1,200
Lottery Ticket Sr. Sales Spec.	\$300	\$600	\$900	\$1,200

- E. Each eligible employee described below shall be required to work a qualifying period as defined in subsection (F) to be eligible for a bonus.
 1. A full-time employee who works a qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.
 2. An intermittent employee who works a qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.
 3. An intermittent employee who works a qualifying period and who works more than one retailer assignment in either the North or the South region during the quarter shall be eligible for the appropriate level bonus achieved by that region.

4. An intermittent employee who works a qualifying period and who works more than one retailer assignment in both the North and South regions during the quarter shall be eligible for the appropriate level bonus achieved by the State.
 5. A part-time employee who works a qualifying period shall be eligible for a percentage of the bonus dollar amount consistent with the employee's time base. The qualifying period as defined in subsection F shall be prorated to the time base.
Example: A three quarter ($\frac{3}{4}$) time employee who work's a qualifying period and who achieves Level 1 sales shall be eligible to receive three quarter ($\frac{3}{4}$) of the dollar amount for that level. The qualifying period for eligibility is proportionately reduced by twenty-five percent (25%).
- F. For purposes of this bonus provision, the following definitions shall apply:
1. "Qualifying period" is defined as actually working a regular retailer assignment no less than sixty-five percent (65%) of actual available work hours in a quarter, excluding holidays and weekends.
Formula: Thirteen (13) weeks (91) days less weekends (26 days) multiplied by eight (8) hours a day less holiday hours multiplied by sixty-five percent (65%) equals a qualifying period.
Example: A qualifying period in a thirteen (13) week quarter with no holidays would require the participant to work a regular retailer assignment three hundred thirty-eight (338) hours. A qualifying period in a quarter that has one holiday would require the participant to work a regular retailer assignment of three hundred thirty-three (333) hours.
 2. "Retailer assignment" is defined as a preassigned group of retailers for which the employee has Scratcher inventory management responsibilities either through the use of a Scratcher inventory management system or through regular retailer telephone activity. Retailer assignment does not include activity with retailers which are redirected to an employee because of coworker absences.
- G. Bonus payments shall be made quarterly within sixty (60) days after the end of the quarter.
- H. Bonuses paid pursuant to this section are excluded from compensation for retirement purposes.
- I. Bonuses paid pursuant to this section are considered compensation for taxation purposes.

Side Letter 5.4 - Department of Transportation (CalTrans) Toll Collectors' Night Shift

Caltrans only: Toll Collectors' Night Shift Differential

- A. Caltrans will pay a night shift differential to Toll Collectors whose regularly scheduled shifts include at least three (3) hours on the night shifts as defined in section 11.8(A) of the current Unit 4 MOU. In all other respects, the provisions in section 11.8(A) and (B) will continue to apply to Caltrans Toll Collectors.

Side Letter 6.4 - Post and Bid Program for Department of Transportation (Caltrans) District 4 (S.F. Bay Area) Toll Bridges

The Department of Transportation (Caltrans) and SEIU Local 1000 agree to a Post and Bid Program for all District 4 employees in the Toll Collector classification.

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

- A. Eligibility to participate:
 1. Employees must have permanent civil service status. Permanent status is when the employee has successfully passed his/her probationary period in the class.
 2. Any employee appointed under the terms of this side letter must possess the requisite skills and abilities required of the position. Any employee who has sustained a disciplinary action or received a substandard performance report within the twelve (12) months preceding the occurrence of the vacancy, may, at the discretion of management, not be eligible for transfer.
- B. Criteria to participate:
 There will be a thirty (30) calendar day open Post and Bid period semi-annually as follows:
 1. October 15 through November 14 (January through June)
 2. April 15 through May 14 (July through December)
 3. The Post and Bid Vacancy/Shift Assignment requests shall be kept on file for the qualifying six (6) months.
- C. Toll Collector vacant positions will be filled in the following order:

1. Permanent full-time Toll Collectors who are currently assigned to the toll bridge where the vacancy exists and who have a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.
 2. Any permanent full-time Toll Collector with a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.
 3. PI toll collectors who meet either 1) SPB rule 277 on the date of the vacancy, or 2) are reachable on a permanent full-time eligible list, and who have a valid post and bid request on file shall be offered first right of refusal to a permanent full-time vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.
 4. Any PI toll collector who has a valid Post and Bid Request on file shall be offered first right of refusal for a lateral transfer to a vacant permanent intermittent position in seniority order based on total months of State service. In cases of tied seniority, the decision will be made by lot.
 5. If no Toll Collector with a valid Post and Bid Request accepts the position or if there is no valid Post and Bid
 6. Request on file, the employer may then fill the vacancy by any other available means.
- D. Time frames to accept and move to a new position:
1. Employees selected under the terms of this side letter shall have a maximum of five (5) workdays in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor. Once the five (5) workdays have expired without response from the employee being considered for reassignment, the employer shall consider it a refusal of the job offer.
 2. If a job offer is accepted, the employee will report when the department has completed the Post and Bid process. If a transfer reasonably requires a relocation in accordance with section 12.2 of the MOU the employee has a maximum of thirty (30) calendar days to report to the new work location unless extended by the hiring supervisor.
 3. Employees being reassigned under this post and bid process waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
 4. This side letter does not preclude management from transferring employees for verifiable security, safety, or clearly articulated operational reasons.

Side Letter 7.4 - Employee Recognition and Morale Program – Franchise Tax Board (FTB) and Board of Equalization (BOE)

- A. The FTB and the BOE agree to establish an Employee Recognition and Morale Program to recognize individual employees and/or a group of employees for outstanding contributions on the job. All Unit 4 employees are eligible for recognition under the program.
- B. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed fifty dollars (\$50) per employee. Cash awards under this section are excluded from compensation for the purposes of retirement.
- C. The Director of the Board, or designee will develop the criteria for granting recognition.
- D. This section is not subject to article 6 of this Contract.

Side Letter 8.4 - California Environmental Protection Agency (CalEPA) Agreement dated October 2000

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

Side Letter 9.4 - Program Technician Series Classification Study

The State agrees to continue the joint labor/management committee studying the classifications in the Program Technician series. The departments participating on this committee are the EDD, SCIF and the DOJ.

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

representative who will be compensated by the Union. The State will have an equal number of representatives on the committee.

- B. The committee will continue to conduct a study and present recommendations and alternatives within the term of the MOU.
- C. The State shall provide administrative support to the committee.
- D. Any recommendations resulting from this study are subject to approval by both parties.

Side Letter 10.4 Dispatcher Clerks, CDF

The DPA and Forestry and Fire Protection (CDF) will meet with the Union within forty-five (45) days of ratification of this agreement to discuss the Union's proposal for changes to the Dispatcher Clerk Classification.

The Union shall receive periodic written status reports regarding the department's proposed action. Any proposed changes to the classification will be done in accordance with section 14.1, Classification Changes.

Side Letter 11.4 - Auditor and/or Accountant Upward Mobility Program

The State agrees to an upward mobility training program for Unit 4 employees who are currently employed by the EDD, BOE or FTB. In accordance with article 13.11.4, this program is to provide preference for upward mobility into the auditing or accountant classifications which has been identified and approved in the employee's annual Individual Development Plan. This section is subject to available training resources.

Side Letter 12.4 – Department of Motor Vehicles (DMV) – Motor Vehicle Field Representative PI

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

- A. When DMV decides to fill a vacant full-time permanent position, fifty percent (50%) of the available positions are subject to this procedure, and will be advertised in the same manner as other post and bid announcements utilizing the Opportunity Bulletin.
- B. DMV shall after permitting intradepartmental transfers within the class and prior to appointing an employee from an eligible list, select from the most senior PI employee, within the department and the class, with the highest State Service seniority who meets the eligibility criteria for a time base change as defined by SPB rule 277.
 - 1. The employee must:
 - a. have passed probation in the MVFR class;
 - b. have not received an Adverse Action in the past twelve (12) months;
 - c. have an overall rating of satisfactory in their most recent performance appraisal;
 - d. have no negative documentation in their official personnel file in the past twelve (12) months;
 - e. apply for the vacant position
- C. The appointment shall be made within a departmentally defined geographic/organizational area: DMV may combine geographic/organizational areas.
- D. Seniority shall be defined as one point for each month of qualifying State Service as used for the purpose of determining leave (e.g. vacation) accrual.
- E. An employee who applies for and is selected for a time base change pursuant to this section, and refuses the appointment shall be removed from future consideration under this section. An employee may remove their name from the list of most senior employees prior to interview. Employees applying and selected under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
- F. Dispute Resolution:
Employees who dispute the appropriateness of the bid award for the posted position may file a written protest pursuant to section 20.2.4.
- G. Each appointing authority shall maintain sufficient data to track and verify compliance with the provision. Such information shall be maintained by the appointing power for three (3) years and shall be made available to the Union upon request.

Side Letter 13.4 – Flexible Work Hours

The DPA will reissue the Personnel Management Liaison (PML) letter which will encourage departments to seriously consider flexible work hours pursuant to section 19.8, Flexible Work Hours of the Bargaining Unit 4 Memorandum of Understanding.

APPENDIX G — UNIT 11 SALARY SCHEDULE

11 – ENGINEERING AND SCIENTIFIC TECHNICIAL

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Agricultural Biological Technician	ST50	7891	A	2656	3229	2
			B	3016	3664	2
Agricultural Laboratory Microscopist	ST55	4002		3225	3917	2
Agricultural Marketing Technician	AQ80	0656	A	2199	2673	2
			B	2458	2985	2
Agricultural Pest Control Specialist	BG25	0647	A	2776	3373	2
			B	3016	3664	2
			C	2888	3508	2
			D	3016	3614	2
			E	3155	3833	2
			F	3304	4015	2
Agricultural Services Technician I	AB60	0055		1909	2319	2
Agricultural Services Technician II	AB50	0053	A	2125	2583	2
			B	2375	2884	2
Air Quality Representative I, DCA	QR10	9261		2950	3538	2
Air Quality Representative II, DCA	QR11	9358		3538	4255	2
Air Resources Field Representative I	IB84	3935		3615	4395	2
Air Resources Field Representative II	IB82	3937		3968	4822	2
Air Resources Technician I	IB92	3872	A	2029	2464	2
			B	2367	2874	2
Air Resources Technician II	IB90	3873		2656	3229	2
Animal Technician I	ST32	7872		2049	2258	2
Animal Technician II	ST31	7873		2367	2874	2
Animal Technician III	ST30	7871		2547	3095	2
Aquatic Pest Control Specialist, Department of Boating and Waterways	BB10	0515	A	2776	3373	2
			B	3458	4203	2
Aquatic Pest Control Technician, Department of Boating and Waterways	BB05	0514	A	1976	2400	2
			B	2199	2673	2
			C	2458	2985	2
Archeological Aid (Seasonal)	BT90	1023		10.39	12	2
Architectural Assistant	IN60	4012	A	3388	3921	2
			B	3793	4609	2
Architectural Associate	IN50	4009		4797	5829	2
Architectural Project Production Analyst	IR40	4116		4255	5167	2
Assistant Estimator of Building Construction	IV70	4069		3968	4822	2
Assistant Estimator, CalHFA	IT92	4572		3793	4609	2
Assistant Signal and Train Control Inspector	IH53	3946		3793	4609	2
Assistant Steel Inspector	GY10	3390		3793	4609	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Associate Design Officer, CalHFA	IR56	4121		4797	5829	2
Associate Estimator of Building Construction	IV40	4066		4797	5829	2
Associate Estimator, CalHFA	IT93	4573		4797	5829	2
Associate Railroad Equipment Inspector, PUC	IH42	3934		4797	5829	2
Associate Railroad Track Inspector, PUC	IH44	3941		4797	5829	2
Associate Signal and Train Control Inspector	IH43	3947		4797	5829	2
Associate Steel Inspector	GX90	3387		4797	5829	2
Associate Transportation Operations Supervisor, PUC	IH40	3923		4797	5829	2
Automotive Emission Test Specialist I	QQ87	6957	A	2547	3095	2
			B	2776	3373	2
Automotive Emission Test Specialist II	QQ92	6953		3304	4015	2
Automotive Emission Test Specialist III	QQ95	6954		3615	4395	2
Biological Scientific Illustrator	GC53	3041		3493	4246	2
Boundary Determination Technician	GA30	3005	A	2119	2673	2
			B	2656	3229	2
			C	3155	3833	2
Bridge Architectural Assistant	GM90	3203		3793	4609	2
Bridge Architectural Associate	GM80	3202		4797	5829	2
Bridge Architectural Trainee	GM95	3204		3388	3921	2
Civil Engineering Associate	GH70	3124		4797	5829	2
Civil Engineering Technician II	GI20	3129		3615	4395	2
Construction Inspector Technician, Water Resources	HA65	3453	A	2656	3229	2
			B	3155	3833	2
Construction Inspector Water Resources	HA60	3449		3700	4497	2
Construction Supervisor I Water Resources	HA50	3448		4797	5829	2
Dairy Laboratory Technologist	ST40	7874		3380	4106	2
Delineator	GC30	3026		3016	3664	2
Disaster Assistance Programs Specialist I	UA40	8025	A	3361	4085	2
			B	3691	4490	2
Disaster Assistance Programs Specialist II	UA45	8030		4370	5274	2
Disaster Worker Specialty Services (Various Disasters)	UC30	8079		2724	6193	2
Document Preservation Technician	CL25	1477		2635	3200	2
Drafting Services Aid	GC81	1767	A	2199	2673	2
			B	2656	3229	2
Electrical Construction Inspector	HB40	3462		3700	4497	2
Electrical Construction Supervisor I	HB30	3461		4797	5829	2
Electrical Engineering Technician I	HK40	3629		3155	3833	2
Electrical Engineering Technician II	HK30	3627		3793	4609	2
Electrical Engineering Technician III	HK20	3626		4164	5059	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Electrical Estimator I	IW20	4076		3968	4822	2
Electrical Estimator II	IW10	4075		4568	5551	2
Electrical Inspector I	IT10	4035		3614	4395	2
Electrical Inspector II	IS90	4034		4355	5293	2
Electrical Project Inspector (Various Sites)	IS95	6163		4355	5293	2
Environmental Technician	BH64	3524	A	2656	3229	2
			B	3155	3833	2
Fish and Wildlife Scientific Aid	BQ75	0835		11.20	12.90	2
Fish and Wildlife Seasonal Aid	BO90	0790		9.44	10.01	2
Fish and Wildlife Technician	BQ80	0916	A	2688	3110	2
			B	2789	3391	2
Fish Habitat Assistant	BO40	0780		3033	3683	2
Fish Habitat Specialist	BO30	0777		3469	4216	2
Geologic Aid	HT80	3761		2656	3229	2
Geological Drafting Technician	GC10	3097		3155	3833	2
Grain and Commodity Inspector	AE70	0726	A	2776	3304	2
			B	3155	3793	2
Grain and Commodity Sampler	AF10	0364		2458	2902	2
Housing Construction and Rehabilitation Specialist	IN20	4073		4355	5293	2
Instrument Technician, Air Quality	QQ70	6927	A	3155	3833	2
			B	3968	4822	2
			C	3968	4822	2
Junior Engineering Technician	GA25	3008	A	2199	2673	2
			B	2656	3229	2
Laboratory Assistant	SU05	7884	A	2082	2527	2
			B	2236	2715	2
Laboratory Assistant, (Correctional Facility)	SV06	9265	A	2082	2527	2
			B	2236	2715	2
Laboratory Technician (Chemical Analysis)	ST60	7877	A	2950	3584	2
			B	3225	3917	2
Laboratory Technician (Criminalistics)	ST65	7868		2950	3584	2
Laboratory Technician II (Animal Pathology)	ST10	7869		3538	4298	2
Landscape Technician	IM97	1769	A	3155	3833	2
			B	3615	4395	2
Lead Structural Steel Inspector (Nondestructive Testing)	GY21	3380		6061	6151	2
Materials and Research Engineering Associate (Specialist)	GX40	3381		4797	5829	2
Mechanical and Technical Occupational Trainee	GA55	9993		1871	2062	2
Mechanical Construction Inspector	HB70	3468		3700	4497	2
Mechanical Construction Supervisor I	HB60	3466		4797	5829	2
Mechanical Engineering Technician I	HI50	3595		3155	3833	2
Mechanical Engineering Technician II	HI40	3594		3793	4609	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Mechanical Engineering Technician III	HI30	3593		4164	5059	2
Mechanical Estimator II	IW40	4079		4797	5829	2
Mechanical Inspector I	IT30	4039		3615	4395	2
Mechanical Inspector II	IT20	4037		4355	5293	2
Mechanical Project Inspector (Various Sites)	IT25	6162		4355	5293	2
Medical Supply Technician	SU07	8015	A	2092	2527	2
			B	2236	2715	2
Mineral Resources Engineering Technician I	GA35	4081		2199	2673	2
Mineral Resources Engineering Technician II	GA40	4082		2656	3229	2
Mineral Resources Engineering Technician III	GA45	4083		3155	3833	2
Mineral Resources Inspector I	VU15	9004	A	3165	3846	2
			B	3632	4413	2
Mineral Resources Inspector II	VT90	8856		3989	4845	2
Museum Technician	BS80	2870	A	2398	2915	2
			B	2712	3295	2
Oil and Gas Technician I	HV38	3799		2199	2673	2
Oil and Gas Technician II	HV40	3797		2656	3229	2
Oil and Gas Technician III	HV42	3788		3155	3833	2
Pathology Assistant	ST95	7875		2656	3229	2
Plant Quarantine Inspector	BA72	615	A	2776	3373	2
			B	3016	3664	2
Public Health Laboratory Technician I (Chemical Analysis)	ST83	7886		2950	3584	2
Public Health Laboratory Technician I (Microbiology)	ST86	7887		2950	3584	2
Quality Control Technician, Prison Industries (Cleaning Products)	ST58	3080		3964	4778	2
Research Assistant I (Various Studies)	SS90	7866		2712	2990	2
Research Assistant II (Various Studies)	SS80	7865		2950	3584	2
Research Assistant III (Various Studies)	SS70	7864		3538	4298	2
Research Assistant IV (Various Studies)	SS60	7863		4061	4936	2
Research Assistant V (Various Studies)	SS50	7862		4459	5416	2
Safety Engineering Technician	IF25	3906	A	2199	2673	2
			B	2656	3229	2
			C	3155	3833	2
Sanitary Engineering Associate	HY80	3826		4797	5829	2
Sanitary Engineering Technician	HZ35	3782	A	3304	4015	2
			B	3793	4609	2
Sanitary Engineering Technician Trainee	HZ40	3839	A	2199	2673	2
			B	2656	3229	2
Scientific Aid	AR65	1931		11.2	12.9	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Seismological Instrument Aid	QQ10	6990	A	2199	2673	2
			B	2656	3229	2
Seismological Instrument Technician I	QQ15	6991		3155	3833	2
Seismological Instrument Technician II	QQ20	6992		3458	4202	2
Senior Agricultural Biological Technician	ST52	7892		3515	4269	2
Senior Delineator	GC20	3023		3615	4395	2
Senior Design Officer, CalHFA	IR55	4119		5260	6389	E
Senior Estimator of Building Construction	IV30	4063		5260	6389	E
Senior Estimator, CalHFA	IT94	4576		5260	6389	E
Senior Geological Drafting Technician	GB90	3093		3615	4395	2
Senior Laboratory Assistant	ST90	7878		2413	2931	2
Senior Laboratory Assistant, (Correctional Facility)	SV09	9266		2413	2931	2
Senior Tax Area Delineator	GC40	3024		3538	4298	2
Senior Transportation Operations Supervisor, PUC	IH30	3921		5260	6389	E
Specification Writer I	IO50	4090		3793	4609	2
Specification Writer II	IO40	4087		4355	5293	2
Structural Design Technician I	GB60	3038		3155	3832	2
Structural Design Technician II	GB50	3037		3793	4610	2
Structural Design Technician III	GB40	3036		4163	5058	2
Structural Steel Inspector (Nondestructive Testing)	GY20	3389	A	4372	5312	2
			B	4819	5858	2
Student Assistant (Engineering and Architectural Sciences)	MF30	4871	A	1936	2136	2
			B	2080	2290	2
			C	2236	2465	2
			D	2327	2565	2
			E	2415	2664	2
			F	2514	2770	2
			G	2628	2897	2
Student Engineering Aid	GA50	3012		1827	2220	2
Supervising Laboratory Assistant I	ST80	7890		2596	3155	2
Tax Area Delineator	GC42	3027		2950	3584	2
Textile Technician I	TG50	8084		2458	2985	2
Textile Technician II	TG55	8082		2888	3508	2
Transportation Engineering Technician	GK80	3175	A	2656	3229	2
			B	3155	3813	2
			C	3793	4609	2
Water Resources Engineering Associate (Specialist)	GP20	3042		4797	5829	2
Water Resources Technician I	GP40	3044		3155	3833	2
Water Resources Technician II	GP30	3043		3793	4609	2
Wildlife Habitat Assistant	BQ57	0904		3033	3683	2
Wildlife Habitat Supervisor I	BQ56	0903		3469	4216	2

APPENDIX H – UNIT 11 SIDE LETTERS

SIDE LETTER 4.11 — FISH AND WILDLIFE SPECIALIST (LEAD)

Side Letter 4.11 - Fish and Wildlife Specialist (Lead)

- A. The DPA will conduct a classification study for the establishment of a lead person classification. This classification shall be named Fish and Wildlife Specialist.
- B. The State agrees that the Union will have two (2) representatives who will serve and participate on the committee without loss of compensation. Management will have an equal number of representatives on the committee.
- C. The committee will conduct a study and present recommendations and alternatives within six (6) months from the time the study commences, but no later than January 1, 2004.
- D. The State shall provide administrative support to the committee.
- E. Any recommendations resulting from this study are subject to approval by both parties. Should there be an agreement to establish a new classification; the parties shall follow the procedures outlined in article 14.1 for the establishment of the new classification.

APPENDIX I - UNIT 14 SALARY SCHEDULE

14 - PRINTING TRADES

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Bookbinder I	RM48	7404		1329	1329	2
Bookbinder II	RM46	7402		3244	3244	2
Bookbinder III	RM44	7401		3648	3648	2
Bookbinder IV	RM42	7399		4051	4051	2
Coordinator of Graphic Services	GC50	1452		4255	5134	2
Copyholder	RI10	7266		2645	2645	2
Digital Composition Specialist I	RH88	7255	A	2666	3242	2
			B	3121	3793	2
Digital Composition Specialist II	RH86	7256	A/L	3583	4355	2
Digital Composition Specialist III	RH84	7258		3942	4791	2
Digital Print Operator I	CL35	1411	A/L	2521	3065	2
Digital Print Operator II	CL30	1412		2773	3370	2
Exhibit Designer/Coordinator	MB05	2814		4477	5399	2
Exhibit Designer-Installer	MB15	2812		3253	3902	2
Exhibit Specialist	MB10	2811		3557	4275	2
Exhibit Technician	MB20	2813		3121	3726	2
Graphic Designer I	GC75	2884	A/L	3121	3793	2
Graphic Designer II	GC70	2885	A/L	3583	4355	2
Graphic Designer III	GC65	2886	A/L	4223	5134	2
Lithographic Negative Assembler	RK10	7326		4579	4579	2
Lithographic Plate Maker	RJ90	7325		4579	4579	2
Lithographic Pre-Press Assistant	RJ20	7305		3353	3353	2
Offset Press Assistant	RJ55	7335		3766	3766	2
Offset Process Camera Operator	RJ40	7313		4632	4632	2
Offset Process Camera Operator Master	RJ30	7915		4853	4853	2
Photographer						
Photocompositor	RH85	7261		4022	4022	2
Printer I, SCIF	RP10	7442		3910	3945	2
Printer II, SCIF	RO90	7441		5087	5121	2
Printing Operations Assistant	RF90	7233		3073	3691	2
Printing Plant Machinist	RO20	7431		4636	4636	2
Printing Process and Operations Planner	RF70	7230	A	3691	4439	2
			B	4045	4880	2
Printing Trades Assistant I	RO60	7438		2641	2641	2
Printing Trades Assistant II	RO50	7437		3049	3049	2
Printing Trades Production Coordinator	CL90	1473		2888	3458	2
Printing Trades Specialist III (General)	CL83	1511	A	2574	3051	2
			B	2841	3363	2
	CL84	1512		2574	3051	2
Printing Trades Specialist III (Process Camera)						
Printing Trades Specialist IV	CL86	1522		2704	3202	2
Printing Trades Specialist Trainee (General)	CL60	1485		1976	2291	2
Proofreader	RH90	7265		3956	3956	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Sheetfed Offset Press Operator I	RJ99	7323		2521	3065	2
Sheetfed Offset Press Operator II	RJ97	7324		2837	3448	2
Sheetfed Offset Press Operator III	RJ95	7327		3505	4260	2
Sheetfed Offset Press Operator IV	RJ85	7329		3886	4724	2
Sheetfed Offset Press Operator V	RJ65	7330		4014	4880	2
Webfed Offset Press Operator I	RL85	7322		3061	3720	2
Webfed Offset Press Operator II	RL65	7331		3671	4462	2
Webfed Offset Press Operator III	RL75	7332		3882	4719	2
Webfed Offset Press Operator IV	RL55	7333		4119	5005	2

APPENDIX J – UNIT 14 SIDE LETTERS

SIDE LETTER 4.14 — DIGITAL PRINT OPERATOR II CLASS STUDY

SIDE LETTER 5.14 — USAGE OF PRINTING TRADES SPECIALIST SERIES

SIDE LETTER 6.14 — MULTI MEDIA SPECIALIST

ADDENDUM 2.14 – PAY DIFFERENTIALS (UNIT 14)

Side Letter 4.14 - Digital Print Operator II Class Study

The State agrees to complete a classification study of Digital Print Operator II (DPO II) positions in Caltrans and OSP, within twelve (12) months of the contract ratification. If the class study warrants the establishment of a DPO III classification, the State and the Union agree to propose to the SPB the establishment of the DPO III class within the DPO series. The class will cover digital print duties and responsibilities that exceed those covered in the existing specifications and allocation factors for the current DPO II class.

The Union recognizes that the SPB is under no obligation to adopt the submitted proposal.

Side Letter 5.14 - Usage of Printing Trades Specialist Series

A. The State will continue to pursue adoption of its request to the SPB that Footnote 24 be assigned to the following classes:

CL65 1487 Printing Trades Specialist I (General)

CL67 1489 Printing Trades Specialist I (Finishing)

CL66 1488 Printing Trades Specialist I (Photocopy)

CL70 1499 Printing Trades Specialist II (General)

CL83 1511 Printing Trades Specialist III (General)

CL84 1512 Printing Trades Specialist III (Process-Camera)

CL86 1522 Printing Trades Specialist IV

The Union recognizes that SPB is under no obligation to accept or adopt the submitted proposal.

B. The State recognizes the need to assure that those Printing Trades Specialists who remain in the above classes are properly allocated and afforded the opportunity to seek career changes of their choice. To this end, the State will advise departments that are using these classes at the time of the MOU ratification of their role to assure proper allocation of these positions.

C. The Union recognizes that hiring restrictions, lack of appointment eligibility, budgetary or organizational constraints, and the presence of overgrade allocations may impede movement of Printing Trades Specialist incumbents.

Side Letter 6.14 - Multi Media Specialist

At the Union's request, the State agrees to meet with the Union to review Union information on a potential Multi Media Specialist class.

Prior to the meeting the Union will provide the State with possible class specification language such as:

- typical tasks
- minimum qualifications
- essential functions
- class definition

The Union may also provide suggested exam planning and sample duty statements.

Addendum 2.14 – Pay Differentials (Unit 14)

**PAY DIFFERENTIAL 121
 PRINTER I, STATE COMPENSATION INSURANCE FUND SKILL PAY – UNIT 14**

Effective: 8/1/89

Revised: 7/1/99

CLASS TITLE	CLASS CODE	CB/ID	RATE	EARNINGS ID	DEPARTMENT
Printer I, SCIF	7442	R14	\$.85 per hour	8F3	SCIF

CRITERIA

Employees who are assigned to operate, the Heidelberg Printmaker QM 46-2 press, or Ryobi 3302M 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 operated the press. Employees will be eligible for assignment to the press and differential pay from the date they are found qualified to operate the press independently.

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	No
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	Yes

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	No
EIDL	No
SDI	No
LUMP SUM VACATION	No
LUMP SUM SICK	No
LUMP SUM EXTRA	No

**PAY DIFFERENTIAL 201
 SHEETFED OFFSET PRESS OPERATOR II DIFFERENTIAL – UNIT 14**

Established: 2/1/00

CLASS TITLE	CLASS CODE	CB/ID	RATE	EARNINGS ID	DEPARTMENT
Sheetfed Offset Press Operator II	7324	R14	\$250 per month	8SOP	All Departments

CRITERIA

Employees in the above classification who are permanently assigned to operate envelope specialty presses for more than fifty percent (50%) of their work time are entitled to receive a pay differential of two hundred fifty dollars (\$250) per month prorated according to their time base.

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	Yes

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
SDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

**PAY DIFFERENTIAL 202
SATELLITE WORK LOCATION PAY DIFFERENTIAL – UNIT 14**

Established: 2/1/00

CLASS TITLE	CLASS CODE	CB/ID	RATE	EARNINGS ID	DEPARTMENT
Digital Print Operator I	1411	R14	\$150 per month	8SWL	All Departments
Digital Print Operator II	1412				

CRITERIA

Employees in the above classifications who are permanent employees, and have a time base of three-fourths ($\frac{3}{4}$) or more shall receive the differential of one hundred fifty (\$150) per month provided that all five (5) of the following criteria are met:

- The incumbent is permanently assigned to a satellite work location and his/her immediate supervisor does not provide technical guidance and support and;
- The incumbent is the individual who is assigned to maintain the effective and efficient operation of the work location, and;
- The operation of the work location routinely entails customer contact and frequent accommodation of unexpected changes in work priorities or workload increases, and;
- 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;
- 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.

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	No
SUBJECT TO PERS DEDUCTION	Yes

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
SDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

**PAY DIFFERENTIAL 192
M 1000 SKILL PAY DIFFERENTIAL (UNIT 14)**

Established: 10/1/99
Revised: 02/01/01

CLASS TITLE	CLASS CODE	RATE	CB/ID	DEPARTMENT
Webfed Offset Press Operator III*	7332	A	R14	Department of General Services
Digital Print Operator II	7333	A B		

RATE	EARNINGS ID
A 10% per pay period	8WP1
B 20% per pay period	8WP2

CRITERIA

- Webfed Offset Press Operators III/IV whose assignment are the duties of second operators of the Heidelberg-Harris M 1000 Webfed Offset Press at the OSP will receive skill pay differentials of ten percent (10%).
- Webfed Offset Press Operators IV whose permanent assignment are the duties of lead operators of the Heidelberg-Harris M 1000 Webfed Offset Press at the OSP will receive skill pay differentials of twenty percent (20%).

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	No
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	Yes

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
SDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

* Please see Pay Differential 86 for employees' entitled to Night Shift Differential

APPENDIX K - UNIT 15 SALARY SCHEDULE

UNIT 15 - ALLIED SERVICES

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Armory Custodian I	DA40	1956		2178	2647	2
Armory Custodian II	DA30	1953		2345	2847	2
Armory Custodian III	DA20	1950		2739	3328	2
Assistant Seamer	DE60	2079		2142	2604	2
Baker I	DJ90	2223	A	2572	3127	2
			F	2143.33	2605.83	2
Baker I (Correctional Facility)	DJ95	2224		2572	3127	2
Baker II	DJ80	2220		2804	3408	2
Baker II (Correctional Facility)	DJ85	2221		2804	3408	2
Barber (Correctional Facility)	DE85	2086		2390	2903	2
Barbershop Manager	DE70	2083		2572	3127	2
Beauty Shop Manager	DF10	2091		2572	3127	2
Butcher -Meat Cutter II (Correctional Facility)	DK15	2245		2804	3408	2
Cook Specialist I	DJ40	2185	A	2300	2796	2
			F	1916.67	2330	2
Cook Specialist I (Correctional Facility)	DJ45	2187		2300	2796	2
Cook Specialist II	DJ30	2184	A	2572	3127	2
			F	2143.33	2605.83	2
Cook Specialist II (Correctional Facility)	DJ35	2186		2572	3127	2
Cook, California Conservation Corps	DJ38	2189		2475	3006	2
Correctional Supervising Cook (Correctional Facility)	DJ25	2183	A	2804	3410	2
			C	3095	3764	2
Custodian	DC40	2011	A	2029	2465	2
			F	1690.83	2054.17	2
Custodian (Correctional Facility)	DC45	2006		2029	2465	2
Custodian Limited Service	DC50	2017		2029	2465	2
Elevator Operator	DD70	2034		2029	2465	2
Executive Residence Housekeeper, DGS	DC60	2049		2142	2604	2
Facility Environmental Audit Technician	DC69	2097		2422	2947	2
Food Service Supervisor I	DK40	2258	A	2390	2903	2
Food Service Technician I	DK60	2194	A	1997	2425	2
			F	1664.17	2020.83	2
Food Service Technician I (Correctional Facility)	DK65	2196		1997	2425	2
Food Service Technician II	DK50	2193	A	2142	2604	2
			F	1785	2170	2
Food Service Technician II (Correctional Facility)	DK55	2195		2142	2604	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Food Service Worker I (Safety)	DK61	2198	A	1997	2425	2
			F	1664.17	2020.83	2
Food Service Worker II/SF	DK51	2199	A	2142	2604	2
			F	1785	2170	2
Forestry Cook I	DJ60	2203		2221	2700	2
Forestry Cook II	DJ50	2202		2390	2903	2
Hospital Worker	TN80	8141		2064	2506	2
Hospital Worker (Safety)	TN81	8146		2064	2506	2
Housekeeper	DD20	2043	A	2029	2465	2
			F	1690.83	2054.17	2
Launderer	DG50	2119		2142	2604	2
Launderer Assistant	DG60	2122		1997	2425	2
Laundry Supervisor I (Correctional Facility)	DG35	2114	A	2475	3007	2
			S	2476	3011	2
Laundry Supervisor II (Correctional Facility)	DG25	2111	A	2917	3547	2
Laundry Worker	DG40	2116		2221	2700	2
Laundry Worker Assistant	DG65	2123		1997	2425	2
Laundry Worker (Correctional Facility)	DG45	2117		2221	2700	2
Lead Custodian	DC30	2003		2178	2647	2
Lead Custodian (Correctional Facility)	DC35	2005		2178	2647	2
Lead Security Guard	DB40	1984		2178	2647	2
Maintenance and Service Occupational Trainee	DD60	9992		1837	2023	2
Motion Picture Operator	MD90	2888		14.85	15.47	2
Museum Custodian	DC85	2042	A	2102	2552	2
			B	2258	2742	2
Seamer	DE50	2076	A	2475	3006	2
			F	2062	2505	2
Seamer (Correctional Facility)	DE55	2077		2475	3006	2
Security Guard	DB50	1985		2102	2552	2
Security Guard, DDS	VC39	1939		2179	2647	2
Service Assistant (Custodian)	DC55	2016		1900	2309	2
Service Assistant (Food)	DK68	2197		1846	2244	2
Service Assistant (Hospital)	TM25	8256		1900	2309	2
Service Assistant (Laundry)	DG70	2124	A	1846	2244	2

APPENDIX L – UNIT 15 SIDE LETTERS

SIDE LETTER 4.15 — MANAGEMENT SERVICE OCCUPATIONAL TRAINEES (MSOTS) CLASS CODE 9992

SIDE LETTER 5.15 — CUSTODIAN CLASSIFICATION STUDY

SIDE LETTER 6.15 — CALL-IN PROCEDURES

SIDE LETTER 7.15 — GRIEVANCES RELATED TO OLD SECTION 14.8.15

ADDENDUM 2.15 – OVERTIME SYSTEM FOR BARGAINING UNIT 15 CORRECTIONAL SUPERVISING COOKS

Side Letter 4.15 – Maintenance and Service Occupational Trainees (MSOTs) Class Code 9992

The State and the Union agree that the Management Service Occupation Trainees – Class Code 9992 are Civil Service employees and that Bargaining Unit 15 is their exclusive representative pursuant to the California Constitution – article 7, section 1(a), Government Code sections 3513 (c) and 19815 and PERB Regulation 32781.

Side Letter 5.15 - Custodian Classification Study

The State agrees to establish a Joint/Labor Management Committee to study the Janitor classifications. Topics include but shall not be limited to duties performed, equipment operated, cleaning methods utilized, and individual custodial cleaning requirements unique to individual worksites. The committee shall have an equal number of representatives from the State and the Union and shall convene within no less than one hundred twenty (120) days of the ratification of the contract by both parties. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time. Any recommendations resulting from this study are subject to approval from both parties.

Side Letter 6.15 - Call In Procedures

Employees will call in to their immediate supervisor, or if unreachable, the designee of the immediate supervisor. Department call-in procedures shall be submitted, in writing, to all employees. Written procedures must include the phone number of the designee for any time of the day.

Side Letter 7.15 - Grievances Related to Old Section 14.8.15

All grievances filed prior to July 1, 2003 related to section 14.8.15 in the 2002-2003 contract will be remanded back to the department for resolution in accordance with the Settlement Agreement reached August 29, 2003 between the DGS and the Union.

Addendum 2.15 – Overtime System for Bargaining Unit 15 Correctional Supervising Cooks

State of California

M E M O R A N D U M

Date: July 1, 2003

To: Regional Administrator-Institutions Division
Wardens
Chief Medical Officer
Correctional Food Managers

Subject: Overtime Distribution System for Bargaining Unit 15 Correctional Supervising Cooks

The issuance of the following guidelines indicates the Department's establishment of a system for the distribution of overtime in Food Services as agreed upon in the Bargaining Unit 15 (BU 15) Memorandum of Understanding (MOU) between the State and the California State Employees Association (CSEA). None of the below guidelines are intended to alter or amend, in any way, the rights and privileges guaranteed to employees in the MOU.

The distribution of overtime shall be completed using a voluntary/involuntary system. When Management determines that overtime is necessary; it shall be offered based on the seniority of the employees available to work (for ties, see section 19.13.15E of the MOU [attached]). Seniority is defined in BU 15 MOU, section 19.13.15E. Management shall utilize the voluntary system before resorting to the involuntary system. In

accordance with section 19.13.15A, it may not always be practical, in every instance, to offer overtime to the most senior employee (e.g., operational needs, security, health, safety, and emergencies). However, except for the permissions expressed in section 19.13.15A, institutions will endeavor to afford the most senior employee the first option to accept all overtime opportunities for which they are available.

VOLUNTARY SYSTEM

Management will offer overtime shifts to the senior employee first, then in seniority order until an employee volunteer's to cover the vacant shift. Overtime opportunities shall be posted as soon as possible after it becomes known that overtime is available. This may be accomplished via an overtime sign-up sheet. The voluntary overtime distribution system should include a log, or other verifying methods, that notes overtime was offered in order of seniority. The log/verify method should also include: the scheduled shift; date and time; the name of the employee that was contacted; who made the contact; and the outcome of the contact (example: answering machine, no answer, employee declined, employee accepted).

INVOLUNTARY SYSTEM

When assigning involuntary or mandatory overtime. Management will utilize an inverse seniority system, where the least senior employee will be assigned the overtime, unless the employee is protected by the provisions of section 19.13.15C. The assignment of involuntary overtime will be documented to track the employees that have been assigned overtime shifts. Institutions will endeavor to provide advance notice to employees when the use of the involuntary overtime system is required.

Exceptions to this overtime distribution procedures are outlined in the MOU, 19.13.15D. Management is encouraged to resolve local issues at the local level.

If you have any questions or concerns, please contact Jan Sale, Assistant Deputy Director, Office of Labor Relations, at (916) 445-7167.

Frank E. Renwick
Deputy Director
Administrative Services Division

W. A. Duncan
Deputy Director
Institutions Division

APPENDIX M - UNIT 17 SALARY SCHEDULE

UNIT 17 – REGISTERED NURSE

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Health Facilities Evaluator Nurse	SZ95	8011		4755	5640	2
Health Services Specialist	TI65	8160		4755	5640	2
Health Services Specialist (Safety)	TI66	9699		4755	5640	2
Infection Control Specialist	TJ95	8201		5612	6580	2
Mental Health Nurse I	TJ25	8199		4503	5425	2
Nurse Consultant I	TJ35	8197	A	4834	5757	E
			P	8392	10202	E
Nurse Consultant II	TJ30	8195	A	5276	6289	
			P	8475		E
Nurse Consultant III (Specialist)	TJ20	8181		5757	6877	E
Nurse Evaluator I, Health Services	TN95	8143		3938	4733	2
Nurse Evaluator II, Health Services	TN90	8144		4755	5640	2
Nurse Instructor	TI55	8154	A	5267	6187	2
			B	5728	6745	2
Nurse Instructor,(Correctional Facility)	TI57	9353	A	5264	6187	2
			B	5731	6745	2
			J	7021	8534	2
			K	7740	9408	2
Nurse Practitioner	TJ91	8212	A	6050	7062	2
			B	6556	7671	2
Nurse Practitioner (Safety)	TJ94	9700	A	6050	7062	2
			B	6556	7671	2
Nurse Practitioner, (Correctional Facility)	TJ93	9278	A	6050	7062	2
			B	6556	7671	2
			J	8766	9621	2
			K	8766	9989	2
Nurse Practitioner, (DMH and DDS)	TJ92	8227	A	6050	7062	2
			B	6556	7671	2
Nurse - Anesthetist	TN60	8136	A	6069	7086	2
			B	6576	7696	2
Nurse Anesthetist, (Correctional Facility)	TN65	9273	A	6069	7086	2
			B	6576	7696	2
			J	7626	9268	2
			K	8406	10217	2
Nursing Treatment Specialist	TI45	8157		4104	4945	2
Pre-Registered Nurse	TH50	8140		3518	3846	2
Pre-Registered Nurse, (DMH and DDS)	TH51	8170		3518	3846	2
Public Health Nurse I	TK20	8213	A	4754	5640	2
			B	5185	6160	2
Public Health Nurse I, (Correctional Facility)	TK16	9274	A	4754	5640	2
			B	5185	6160	2
			J	6735	8187	2
			K	7424	9024	2
Public Health Nurse I, DMH and DDS	TI18	8297		4754	5640	2
Public Health Nurse II	TK10	8210	A	5175	6151	2
			B	5648	6722	2

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Public Health Nurse II (Correctional Facility)	TK13	9345	A	5175	6151	2
			B	5648	6722	2
			J	7189	8737	2
			K	7924	9632	2
Registered Nurse	TI90	8165	A	4501	5276	2
			B	4770	5613	2
			C	4897	5749	2
			D	5191	6121	2
			F	3750.83	4396.67	2
			G	3975	4677.50	2
Registered Nurse (Safety)	TH55	8094	A	4501	5276	2
			B	4770	5613	2
			C	4897	5749	2
			D	5191	6121	2
Registered Nurse (Correctional Facility)	TI80	9275	A	4501	5276	2
			B	4770	5613	2
			C	4897	5749	2
			D	5191	6121	2
			F	3750.83	4396.67	2
			G	3975	4677.50	2
			J	7045	8154	2
			K	7766	8990	2
Surgical Nurse I	TN50	8135	A	4796	5631	2
			B	5223	6142	2
Surgical Nurse I.(Correctional Facility)	TN54	9277	A	4796	5631	2
			B	5223	6142	2
			J	6518	7922	2
			K	7185	8733	2
Surgical Nurse I, (DMH and DDS)	TN51	8130	A	4796	5631	2
			B	5223	6142	2
Surgical Nurse II	TN40	8134	A	5191	6121	2
			B	5656	6682	2
Surgical Nurse II, (Correctional Facility)	TN52	9329	A	5191	6121	2
			B	5656	6682	2
			J	6942	8438	2
			K	7653	9303	2

APPENDIX N – Unit 17 SIDE LETTERS AND APPENDICES

SDIE LETTER 4.17 – RECRUITMENT AND RETENTION DIFFERENTIAL

SIDE LETTER 5.17 – ACTIVATION OF CORRECTIONAL TREATMENT CENTERS (CTC'S)

SIDE LETTER 6.17 – ORGAN DONATION

APPENDIX 1.17 – DEPARTMENTAL APPROVED COURSES AND APPLICATION PROCEDURES FOR EDUCATIONAL DIFFERENTIAL

APPENDIX 2.17 – RESOURCE CONTRACTS

APPENDIX 3.17 – FLSA EXEMPT EMPLOYEE DIFFERENTIAL FOR EXTREMELY ARDUOUS WORK AND EMERGENCIES

APPENDIX 4.17 – ALTERNATE RANGE CRITERIA 40 AND 231

Side Letter 4.17 - Recruitment and Retention Differential

The DMH may apply the provisions of section 11.17.17 to specific positions. Other departments may be afforded this provision by mutual agreement of the parties.

Side Letter 5.17 - Activation of Correctional Treatment Centers (CTC's)

Except as directed by the courts, the provisions of the CDCR/SEIU Local 1000 agreement regarding activation of CTC's (June 99) shall continue during the term of this agreement. CDCR and SEIU Local 1000 shall, upon request of either party, meet and confer over the impact of court directives.

CTC Activation Agreement

1. CDCR management agrees to provide training to CTC RNs who are involved in the Keyhea process and updates annually, if needed. It is understood that this training may be provided on an on-the-job basis.
2. CDCR management agrees to offer training in sexual assault to CTC RNs assigned to the Emergency Room. The training shall include the following:
 - Psychosocial Aspects
 - Physical Assessment Techniques
 - Legal Aspects
 - Evidence Collection

It is understood that this training may be provided on an on-the-job basis. SEIU Local 1000 will be provided a copy of the training program within thirty (30) days of completion.

3. CDCR management agrees to offer training in treatment of pepper spray patients to newly hired Registered Nurses who will respond to emergencies. It is understood that this training may be provided on an on-the-job basis.
4. Unit 17 nurses assigned to Standby Emergency Medical Services (SEMS) shall be given twenty-four (24) hours of on-the-job practical trauma training or Basic Trauma Life Support training based upon a nationally recognized curriculum. Training will be on State time and at State expense. An employee assigned to the first (1st) or third (3rd) watch may have his/her shift adjusted to coincide with the time of the course. The Health Care Services Division (HCS) will endeavor to develop the training program within six (6) months. CDCR will attempt to implement the program within twelve (12) months. SEIU Local 1000 shall be given a copy of the training program sixty (60) days prior to its implementation.
5. The State agrees that Advanced Cardiac Life Support (ACLS) is not required as a condition of employment for RNs working in the CTC. Should CDCR management determine that in the future, ACLS training will be required for RNs, the Union will be notified, and this provision shall be reopened at SEIU Local 1000's request to meet and confer over this provision. Prior to requiring the performances of ACLS procedures, management agrees to provide standardized procedures and competency validation process.
6. Management will staff the CTC's in accordance with the guidelines found in Title 22.
7. Bargaining Unit 17 RNs shall not provide dietary services other than meal serving, patient feeding, and food tray pick-up unless an emergency condition exists, or as otherwise provided in the CTC policies and procedures. The following sections of the CTC's Policies and Procedures will be modified:

Restraint and Seclusion:

Page 17.1 – Will include requirement of a physician's order (change to psychiatrist).

Page 17.1 – Delete reference to Medial Technical Assistant placing patients in restraints.

Page 17.2 – Corrected.

Page 17.3(8) – Delete: “And physician’s order is received” changed July 15, 1997. Covered in 17.1.2. Standby Emergency Medical Services.

Page 22 – Bullets 9 and 10: change 60mg percent to 60mg per dcl.

Page 9.1 and 9.2 – Delete reference to completing SCIF Form 3301 and 3067.

Page 14.1 – Delete provision re: endotracheal intubation.

Central Supply section 38 Infection Control Manual

Page 38.3 (bullet 2) – Delete: “...and soaked in Cidex or equivalent for a minimum of ten (10) minutes or steam sterilized...”

Page 38.4 (bullet 7) – Change to: Muslin wrap shall be used in sterilization or other commercial wrap that is available that is better and more cost effective.

The above sections of the Side Letter will expire upon providing the revised policies and procedures to SEIU Local 1000.

Side Letter 6.17 Organ Donation

Effective January 1, 2003, AB 1825 provides that employees who donate organs or bone marrow are eligible for paid leave. The following leave is extended to those employees who become an organ or bone marrow donor:

1. Employees who donate an organ(s) to another person shall be eligible for up to thirty (30) workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be eligible for up to five (5) work days of paid leave (Donor Leave) in any one year period.
2. The one-year period is the twelve (12) month period measured forward from the date an employee’s first leave begins.
3. The one-year period for an organ donor is separate from the one year period for bone marrow donation.
4. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
5. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
6. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
7. Donor Leave taken for donations is not a break in continuous service, relative to salary adjustments, leave accrual, or seniority normally accrued on paid leave.
8. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee’s accrued leave balance.
9. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick, vacation, annual, personal, CTO, Family Medical, catastrophic, SDI, and medical leave.
10. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to his/her former position.

Appendix 1.17 -- Departmental Approved Courses and Application Procedures for Educational Differential

CDCR, DJJ

A. Programs

1. Courses included in programs leading to A.D.N., B.S., B.A., M.A., or Ph.D. in nursing, sociology, psychology, management or administration that are obtained after being employed as an RN II.
2. Courses included in programs leading to “Expanded Practice” credentials (see California Nurse Practice Act), such as
 - a. Nurse Practitioner

- b. Certified Emergency Nurse
 - c. Teaching credential courses
 - d. University of California Human Services Certificate Programs
- B. Specific Courses
 - Upper Division Physical or Behavioral Sciences
 - Technical Writing
 - Medical Records Documentation
 - Statistics
 - Computer Sciences
 - Time Management
 - Stress Management
 - Supervision/Management
 - Human Sexuality/Sex Education
 - Psychiatric Nursing
 - Rehabilitative Nursing
 - Neurological/Neurosurgical Nursing
 - Orthopedically Handicapped Nursing-directly related to activities of daily living
 - Abnormal Psychology
 - Psychiatric Treatment Modalities:
 - Behavior Modification
 - Reality Therapy
 - Transactional Analysis
 - Assertive Discipline
 - Pharmacology
 - Crisis Intervention
 - Group Dynamics
 - Family Therapy (child abuse, family in crisis, problem families)
 - Diabetic Care and Control
 - Substance Abuse
 - Patient Teaching
 - Ethnic/Cultural Sociology (including deaf/blind)
 - Legal Aspects of Nursing
 - Medical/Nursing Ethics
 - Interpreting Laboratory Reports
 - Growth and Development
 - Genetics
 - Physical Assessment
 - Psychological Assessment
 - Hearing and Speech Disorders
 - Screening Procedures (sickle cell, scoliosis, hypertension)
 - Audiology
 - Vision Testing
 - Sports Injuries
 - Nutrition
 - Respiratory Therapy
 - Infection Control
 - Leadership Training
 - Suicide Prevention
 - Neurosciences
 - Advanced Cardiac Life Support
 - Critical Care Core Curriculum
 - Burn Care
 - Emergency Room Nursing
 - Oncology Nursing
 - Second Language, e.g. Spanish, up to 6 units
 - The Criminal Justice System, up to 4 units
- C. Courses must have been completed after September 1, 1984, to qualify.

State of California
 Youth and Adult Correctional Agency

Department of Corrections
 Institution: _____
 Address: _____

APPLICATION FOR EDUCATIONAL DIFFERENTIAL FOR REGISTERED NURSE II

Name: _____
 Address: _____

Date: _____
 Social Security #: _____
 Work Phone: _____

Courses:

Units*

Course Number	Course Title	School	Semester	Quarter
1.				
2.				
3.				
4.				
5.				
6.				
			Total Units	
*Each semester unit = 1			x1	x2/3
*Each quarter unit = 2/3 of a semester unit				

Official transcript must be sent from each college or university for which qualifying units are listed. The transcript must be mailed from school to the Chief of Nursing Service at the institution to attach to the application.

 Signature of Applicant

 Date

 Approval: Chief, Nursing Services

 Date

 Approval: Chief, Health Services

 Date

PROCEDURE FOR APPLYING FOR RN II EDUCATIONAL DIFFERENTIAL

Provided for in Section 11.58.17 of Bargaining Unit 17 MOU.

1. Submit completed application to Chief of Nursing Service at your institution making sure that courses listed meet the requirements stated for eligibility.
2. Chief of Nursing Service reviews with employee that eligibility requirements are met.
3. Applicant arranges for college or university to mail official transcript to the Chief of Nursing Service.
4. Official transcript is reviewed by Chief of Nursing Service to establish courses do meet criteria and applicant successfully completed course.
5. Chief of Nursing Service signs and dates approval and then sends application with attached official transcript to Chief, DHS, Sacramento, California for final approval.
6. When final approval made, the signed application is returned to Chief of Nursing Services at local institution to submit to Personnel Office for the salary increase (\$50.00 per month).

State of California
CDCR, DJJ

PERSONNEL UNIFORM PROCEDURES

Numbers
DRAFT
Date Issued
6/12/03

Subject

Education Differential Pay
Unit 17 and Excluded Employees

EFFECTIVE: July 1, 1985

BACKGROUND

Pay Differential #43 provides for the payment of \$50.00 per pay period to employees in specified classifications meeting the listed criteria.

Courses established by the CDCR, DJJ as meeting this criteria are:

- Courses included in programs leading to AND, Associate of Arts, Bachelor of Science, Bachelor of Arts, MA, MS or PHD in nursing, sociology, psychology, management or administration.
- Courses leading to "expanded practice" credentials, for example, Nurse Practitioner, school nursing and emergency nursing.
- Courses improving job-related skills such as:
 - Nursing care skills
 - Medical related technology
 - Health promotion and prevention of disease
 - Management, supervision, records and reporting
 - Therapies
 - Behavioral
 - Social
 - Psychological
 - Special patient situations
 - Language
 - Understanding criminal personality
 - Substance abuse
 - Electronic medical records skills training

PROCEDURES

Employee: Submit copy of transcripts indicating completion of appropriate coursework to Chief Medical Officer.

Chief Medical Officer: Review transcript for completion of appropriate coursework. If coursework complies with courses approved by the Department, approve transcript and forward to Personnel Office. If coursework does not comply with course approved by the Department, disapprove transcript and return to employee with cover memo explaining decision.

Personnel Office: Upon receipt of approved transcript from Chief Medical Officer, review pay differential #43 and determine if employee's classification qualifies for payment. If appropriate, process request for payment using code 9N effective with the pay period in which the transcript was received in the Personnel Office from the Chief Medical Officer. Payment cannot be locked in on Personnel Action Request (PAR) therefore, payment must be requested each pay period.

CDCR

A. Programs

1. Courses included in programs leading to A.D.N., B.S., B.A., M.A., or Ph.D. in nursing, sociology, psychology, management or administration that are obtained after being employed as an RN II.
2. Courses included in programs leading to "Expanded Practice" credentials (see California Nurse Practice Act), such as
 - a. Nurse Practitioner
 - b. Certified Emergency Nurse
3. Teaching credential courses
4. University of California Human Services Certificate Programs

B. Specific Courses

- Upper Division Physical or Behavioral Sciences
- Technical Writing
- Medical Records Documentation
- Statistics
- Computer Sciences
- Time Management
- Stress Management
- Supervision/Management
- Human Sexuality/Sex Education
- Psychiatric Nursing
- Rehabilitative Nursing
- Neurological/Neurosurgical Nursing
- Orthopedically Handicapped Nursing-directly related to activities of daily living
- Abnormal Psychology
- Psychiatric Treatment Modalities:
 - Behavior Modification
 - Reality Therapy
 - Transactional Analysis
 - Assertive Discipline
- Pharmacology
- Crisis Intervention
- Group Dynamics
- Family Therapy (child abuse, family in crisis, problem families)
- Diabetic Care and Control
- Substance Abuse
- Patient Teaching
- Ethnic/Cultural Sociology (including deaf/blind)
- Legal Aspects of Nursing
- Medical/Nursing Ethics
- Interpreting Laboratory Reports
- Growth and Development
- Genetics
- Physical Assessment
- Psychological Assessment
- Hearing and Speech Disorders
- Screening Procedures (sickle cell, scoliosis, hypertension)
- Audiology
- Vision Testing
- Sports Injuries
- Nutrition
- Respiratory Therapy
- Infection Control
- Leadership Training
- Suicide Prevention
- Neurosciences
- Advanced Cardiac Life Support

Critical Care Core Curriculum
 Burn Care
 Emergency Room Nursing
 Oncology Nursing
 Second Language, e.g. Spanish, up to 6 units
 The Criminal Justice System, up to 4 units

C. Courses must have been completed after September 1, 1984 to qualify.

State of California
 CDCR, Adult and DJJ

CDCR
 Institution: _____
 Address: _____

APPLICATION FOR EDUCATIONAL DIFFERENTIAL FOR REGISTERED NURSE II

Name: _____
 Address: _____

Date: _____
 Social Security #: _____
 Work Phone: _____

Courses:

Units*

Course Number	Course Title	School	Semester	Quarter
1.				
2.				
3.				
4.				
5.				
6.				
			Total Units	
*Each semester unit = 1			x1	x2/3
*Each quarter unit = 2/3 of a semester unit				

Official transcript must be sent from each college or university for which qualifying units are listed. The transcript must be mailed from school to the Chief of Nursing Service at the institution to attach to the application.

 Signature of Applicant

 Date

 Approval: Chief, Nursing Services

 Date

 Approval: Chief, Health Services

 Date

PROCEDURE FOR APPLYING FOR RN II EDUCATIONAL DIFFERENTIAL

Provided for in Section 11.58.17 of Bargaining Unit 17 MOU.

1. Submit completed application to Chief of Nursing Service at your institution making sure that courses listed meet the requirements stated for eligibility.
2. Chief of Nursing Service reviews with employee that eligibility requirements are met.
3. Applicant arranges for college or university to mail official transcript to the Chief of Nursing Service.
4. Official transcript is reviewed by Chief of Nursing Service to establish courses do meet criteria and applicant successfully completed course.
5. Chief of Nursing Service signs and dates approval and then sends application with attached official transcript to Chief, DHS, Sacramento, California for final approval.
6. When final approval made, the signed application is returned to Chief of Nursing Services at local institution to submit to Personnel Office for the salary increase (\$50.00 per month).

DEPARTMENT OF DEVELOPMENTAL SERVICES
Lanterman Developmental Center
Administrative Directive

Personnel – 346: Educational Differential for Registered Nurses

Approved: _____ Originally Signed by _____
Lou Sarrao, Executive Director

June 15, 2001

THIS IS A NEW DIRECTIVE

POLICY

Educational Differential is provided to Registered Nurses Range B, and Health Services Specialists who successfully complete the equivalent of fifteen (15) qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of fifty dollars (\$50) per month.

QUALIFICATION FOR EDUCATIONAL DIFFERENTIAL

- 2.1 Candidate must be in a permanent position to be eligible for Educational Differential.
- 2.2 Candidate must be at the level of Registered Nurse Range B or Health Service Specialist (HSS) to be eligible for Educational Differential.
- 2.3 Fifteen (15) qualifying semester units or twenty-three (23) qualifying quarter unit of job-related courses in an accredited college or university are required for Educational Differential.
- 2.3.1 Only units completed within the previous five (5) years shall qualify towards education differential.
- 2.3.2 The candidate's transcripts must show a letter grade of "C" or better for each qualifying course, or a ranking of "Pass" in a Pass/Fail ranking.
- 2.3.3 A current list of qualifying courses is available in the Training and Staff Development Office.

RESPONSIBILITY

- 3.1 **Applicant**
 - 3.1.1 Obtain the list of qualifying courses from the Training and Staff Development office.
 - 3.1.2 Arrange and pay charges for official transcripts of college credits to be mailed directly to the Director of Training and Staff Development.
- 3.2 **Director of Training and Staff Development**
 - 3.2.1 Maintain a current list of approved college courses and subject areas.
 - 3.2.2 Discuss with applicant the college unit requirements and courses needed.
 - 3.2.3 Determine whether the applicant's college units qualify.
 - 3.2.4 Notify applicant if requirements are not met.
 - 3.2.5 Forward approved transcripts to Coordinator of Nursing Service for approval.
- 3.3 **Coordinator of Nursing Services**
 - 3.3.1 Review and approve transcripts.
 - 3.3.2 Forward approved transcripts to Personnel Services for processing.

REFERENCES

- Unit 17 Collective Bargaining Agreement
- Agnews Developmental Center**
 - BU 17 – Education Differential (Accepted courses)
 - 1. Human Sexuality
 - 2. Cardiac Nursing
 - 3. Sex Education
 - 4. Psychiatric Nursing
 - 5. Crisis Intervention
 - 6. Human Genetics
 - 7. Growth and Development
 - 8. Substance Abuse
 - 9. Medical Electronics

10. Interpreting Laboratory Test Results
11. Respiratory Therapy
12. Pharmacology
13. Nursing and the Law-Legal Aspects and Legislation
14. Medical/Nursing Ethics
15. Gerontology
16. Physical Assessments
17. Upper Level Physical Behavioral Science Courses
18. Principals of Nursing Supervision and Management
19. Courses related to working with the Developmentally Disabled Client
20. Client Stress Management
21. Pediatrics Nursing
22. Communication skill courses for Client Care such as: Signing, Spanish
23. IV Therapy
24. E.R. Nursing
25. Terminally Ill Patient Care
26. Oncology Nursing
27. Statistics
28. Any nursing units required in the Nurse Practitioner Course Program
29. Any nursing units included in the ES, MS or Ph.D. Nursing Degree Program
30. Infection Control
31. Rehab Nursing – Ortho – PM/R
32. Technical Writing Care Plans, Medical Protocols and Procedures

Fairview Developmental Center

Education Differential (Accepted courses)

Registered Nurse, Range B

Health Services Specialist

Supervising Registered Nurse

Unit Supervisor

1. Human Sexuality
2. Cardiac Nursing
3. Sex Education
4. Psychiatric Nursing
5. Crisis Intervention
6. Human Genetics
7. Growth and Development
8. Substance Abuse
9. Medical Electronics
10. Interpreting Laboratory Test Results
11. Respiratory Therapy
12. Pharmacology
13. Nursing and the Law-Legal Aspects and Legislation
14. Medical/Nursing Ethics
15. Gerontology
16. Physical Assessments
17. Upper Level Physical Behavioral Science Courses
18. Principals of Nursing Supervision and Management
19. Courses related to working with the Developmentally Disabled Client
20. Client Stress Management
21. Pediatrics Nursing
22. Communication skill courses for Client Care such as: Signing, Spanish
23. IV Therapy
24. E.R. Nursing
25. Terminally Ill Patient Care
26. Oncology Nursing
27. Statistics

28. Any nursing units required in the Nurse Practitioner Course Program
 29. Any nursing units included in the BS, MS or Ph.D. Nursing Degree Program
 30. Infection Control
 31. Rehab Nursing – Ortho – PM/R
 32. Technical Writing Care Plans, Medical Protocols and Procedures
 33. Supervisory/Management Related Courses
- Minimum nine (9) units required for RN III and Unit Supervisor as approved by the CNS or CD.

Sonoma Developmental Center

Education Differential (Accepted courses)

1. Upper division Nursing Courses, i.e., Cardiac, Psychiatric, Pediatric Nursing
2. Crisis Intervention
3. Human Genetics
4. Substance Abuse
5. Interpreting Laboratory Test Results
6. Pharmacology
7. Nursing and the Law-Legal Aspects and Legislation
8. Medical/Nursing Ethics
9. Gerontology
10. Physical Assessments
11. Upper Level Physical and Behavioral Science Courses
12. Principals of Nursing Supervisor and Management
13. Courses related to working with the D.D. Client
14. Statistics
15. Any nursing units required in the Nurse Practitioner Course/Program
16. Any nursing units included in the BS, MS or Ph.D. Nursing Program
17. Rehab Nursing – Ortho – PM/R
18. Technical Writing Care Plans, Medical Protocols and Procedures

Also courses that meet Supervision/Management requirements:

1. Supervisory/Management principles and practices
2. Written communication in organizations
3. Oral communication in organizations
4. Effective meetings
5. Excellence in the workplace
6. The Hiring process
7. Organizational behavior
8. Supervisory management problems

Sonoma Developmental Center

APPLICATION FOR EDUCATIONAL DIFFERENTIAL

RN RANGE B, SUPERVISING RN (SRN), SURGICAL NURSE I, SURGICAL NURSE II,

HEALTH SERVICES SPECIALIST (HSS) UNIT SUPERVISOR

FIFTEEN (15) UNITS

COURSE WORK MUST BE COMPLETED WITHIN THE LAST FIVE (5) YEARS. COURSE WORK MUST BE UPPER DIVISION (4 YR. COLLEGE/UNIVERSITY).

UNIT SUPERVISOR: NINE (9) OF THE FIFTEEN (15) UNITS MUST BE COMPLETED IN SUPERVISION/MANAGEMENT RELATED COURSE WORK.

NAME: _____

POSITION: _____

NAME ON TRANSCRIPT, IF DIFFERENT FROM ABOVE

PRESENT ASSIGNMENT: _____

PROGRAM: _____

RESIDENCE: _____

LIST COURSES THAT YOU FEEL MEET QUALIFICATIONS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

SIGNATURE:

DATE:

PLEASE SEND OFFICIAL TRANSCRIPT TO:
 SONOMA DEVELOPMENTAL CENTER
 TRAINING OFFICE
 PO BOX 1493
 ELDRIDGE, CA 95431

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ARNOLD WILLIAMS RN, PNED
 X6704

Bargaining Unit 17 – RANGE B & C PROGRAM

Approved Job-Related Courses. (Suggested course titles – others can be approved by QRP)

NURSING RELATED COURSES

- Pathophysiology for Nurses
- Concepts in Health Aging
- Professional Transition
- Professional Nursing Roles
- Statistics
- Health Assessment
- Health Appraisal
- Health Care Systems, Policy & Finance
- Health Assessment in Advanced Nursing Practice
- Health Care Finance and Quality Management
- Organization Theory and Design
- Human Resources Management
- Management Skills
- Population-Based Community Assessment, Planning and Partnership Development
- Introduction to Epidemiology
- Teaching Strategies for the Health Care Client

Concepts of Complex Clinical Nursing
Community Based Nursing
Concepts in Community Health and Home Health Nursing
Advanced Pharmacology
Pathophysiology Basis of Disease for Advanced Practice Nurses
Assessment and Management of Family Health Care
Advanced Pathophysiology
Theories Foundations of Nursing Practice
Leadership and Health Care Economics
Leadership and Clinical Management
Advanced Clinical Nursing for the Nurse Practitioner
Nurse Practitioner Role in Primary Prevention
Nurse Practitioner Role in Secondary Prevention
Roles in Advanced Practice Nursing
Secondary Prevention Pediatric Nurse Practitioner
Secondary Prevention Geriatric Nurse Practitioner
Nurse Practitioner Role in Tertiary Prevention
Nurse Practitioner Role in Tertiary Prevention – Pediatrics
Geriatric Nurse Practitioner Role in Tertiary Prevention
Human Diversity and Health Care
Health Teaching
Life Cycle
Biochemistry
Professional Collaboration Nursing Practice
Principles of Leadership/Management in Nursing

GERIATRIC COURSES

The Journey of Adulthood
Women and Aging
Images of Aging in Contemporary Society
Psychology of Aging
Heritage and Aging
Health Issues of Aging
Resource Management of Aging
Social Services for the Aging
Mental Health and Aging
Alzheimer's Disease
Caregiving/Home
Death and Dying
Aging in America: Politics and Change
Biophysical Aspects of Aging
Communication and Aging
Multiculture/Aging
Social Gerontology

PUBLIC HEALTH CARE & ADMINISTRATION

Environments of Public Administration
Analytical Methods in Administration
Program Evaluation
Contemporary Issues in Health Care Management
Managed Health Care
Public Health Administration
Non-Profit Management
Grantsmanship and Financial Development
Administrative Law
Administration in Multicultural Settings
The Disabled in America

Seminar in the Administration of Justice
 Public Human Resources Administration and Labor Relations
 Finance and Budgeting
 Health Policy and Analysis
 State, local and Intergovernmental Management
 Graduate Survey of Public Policy & Administration Public Management and Organizational Change
 Legal and Ethical Issues in Health Care
 Public Policy and Analysis

COLLEGE – CERTIFICATE COURSES FOR CAADAC AND CAADE*

Introduction to Human Services
 Introduction to Alcoholism and Substance Abuse
 Ethics and Human Service Worker
 Basic Interviewing and Counseling Skills
 Introduction to Counseling and Multicultural Population
 Psychopharmacology & Alcohol & Drug Abuse & Psychotherapeutic Medication
 Understanding Psychopathology and Treating the Dual Diagnosis Person
 Counseling Approaches and Techniques
 Group Counseling Strategies
 Group Counseling Process
 Case Management
 Internship for Mental Health /Substances Abuse Care
 *California Association Alcohol Drug Abuse Counseling (CAADAC)
 California Association Alcohol Drug Educator (CAADE)

DEPARTMENT OF EDUCATION

College Courses – Registered Nurse II Education Differential

1. Degrees – courses leading to AA, BS, MS Phd degrees in nursing.
2. Credentials – courses included in the following credential programs:
 - Nurse Practitioner
 - School Nursing
 - Emergency Nursing
3. Certificate program – courses offered by UC, leading to Human Services Certificate.
 Courses offered in items 1, 2, and 3 cover a wide range of classes. Only job-related courses will be approved.
4. Specific subject area courses:
 - Abnormal Psychology
 - Audiology
 - Behavioral Disorders of Children
 - Computer Sciences
 - Crisis Intervention
 - Diabetic Care and Control
 - Ethnic/Cultural Sociology (including deaf/blind)
 - Family Therapy (child abuse, family in crisis, problem families)
 - Genetics
 - Group Dynamics
 - Growth and Development
 - Handicapped Child Care
 - Hearing and Speech Disorders
 - Human Sexuality/Sex Education
 - Infection Control
 - Interpreting Lab Reports
 - Leadership Training
 - Legal Aspects of Nursing-Legal responsibility
 - Medical Nursing Ethics
 - Medical Record Keeping
 - Neurological Nursing –Neurological Handicapped, care of Handicapped Child Care

Nutrition
Orthopedically Handicapped-course directly related to care and activities of daily living
Patient Teaching
Pediatric Nursing
Pharmacology
Physical Assessment
Play Therapy
Problems of Adolescence
Psychiatric Nursing Psychiatric Treatment Modalities:
 e.g. Behavior Modification
 Reality Therapy
 Transactional Analysis
 Assertive Discipline
Recent Advances in Pediatric Medicine
Rehabilitative Nursing
Respiratory Therapy
Screening Procedures – e.g., sickle cell scoliosis
Second Language – Spanish
Sign Language – beginning, intermediate, advanced interpretation
Sport Injuries
Statistics
Stress Management
Substance Abuse
Supervision
Technical writing – e.g., reports, protocols and procedures, care plans, grant applications
The Asthmatic Child
The Autistic Child
Time Management
Upper division Physical Behavioral Sciences
Vision Testing

DEPARTMENT OF EDUCATION
RN II EDUCATION

Name: _____

Class: Registered Nurse II

State Special School: _____

Course Title: _____ Units: _____

Course Content: _____

College or University: _____

Approval: _____
Immediate Supervisor

Approval: _____
Superintendent

Attachment: Copy of Transcript

cc: Personnel Assistant

DEPARTMENT OF MENTAL HEALTH

Atascadero State Hospital

RN EDUCATIONAL DIFFERENTIAL

BARGAINING UNIT 17

Registered Nurse Range B, Surgical Nurse I and II, and Health Services Specialists who successfully complete the equivalent of fifteen (15) qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of fifty dollars (\$50) per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential. Upon request of the employee, each department employing RN Range B, Surgical Nurse I and II, and Health Services Specialists shall make available to all current and new Unit 17 employees a copy of this lists of those courses which qualify for this differential.

Only courses completed within the previous five (5) years shall qualify towards educational differential.

The educational differential shall not be considered as "compensation" for purposes of retirement contributions.

The State may add courses to the qualifying list at its discretion.

The fifteen (15) qualifying units must be taken from the following list:

1. Any required course which might lead to an AA, BA, BS, MA, MS, or Ph.D.
2. Human Services Certificate Program courses.
3. Courses in an expanded practice Act, in the following
 - a. Nurse Practitioner
 - b. Emergency Room Nursing
 - c. Public Health Nurse
4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science
6. Upper Division Behavioral Science
7. Technical Report writing
8. Medical records keeping
9. Statistics
10. Computer Science
11. Stress management
12. Supervision
13. Management
14. Hospital management
15. Human sexuality
16. Sex education
17. Psychiatric nursing
18. Abnormal psychology
19. Gero psychiatric nursing
20. Gerontology nursing
21. Crisis intervention and theory
22. Substance abuse.
23. Grief and loss.
24. Strategies in psychosocial nursing
25. Family therapy.
26. Group dynamics.
27. Psychology of intervention techniques
28. Ethnic/Cultural
29. Sociology
30. Legal aspects of nursing
31. Forensics – criminal justice
32. Medical ethics
33. Pharmacology

34. Interpreting lab results
35. Growth and development
36. Human Genetics
37. Physical assessment
38. Cardiac care.
39. Rehab nursing.
40. Respiratory nursing
41. Leadership training
42. Spanish

Please submit a copy of your transcripts and request to:
Debbie Marks-Molfino
In-Service Training Center

If you have any questions, please call Debbie at (805) 468-2211. Checklist for Appointments

- _____ Complete all required items on ROSTER and POSITION CARDS (STD. 608, 611)
- _____ Leave Accounting System Information or Leave Record Card (if applicable)
- _____ Make Rolodex card (_____ Shift and RDO assignment sheet)
- _____ PAR and EAR, date keyed _____ date mailed _____
- _____ Label OPF, set up categories with clips and place with the active files
- _____ Licensed Employee? Make sure there is a copy of their license in the OPF
- _____ Manager, Supervisor, Confidential or Excluded employee?
 1. Give employee "Compensation Plus" Packet (have them sign cover page, copy and put in OPF)
 2. Give employee Co-Ben information
- _____ Annual Leave (copy of letter to employee and file)
 - Optional for BU 7, 12, 13, 14, 16, 17, 18, 19, 20
- _____ Retirement info (copy of letter to employee and file)
 - If EE requests: give option booklet (PERS-PUB-52) to employee, have EE sign page 1, mail notice to PERS, and make copy for OPF
- _____ Eligible for Health, Dental, Vision (copy of letter to employee and file)
 1. Eligible if appointment exceeds 6 months & time base is 1/2 time or more.
 2. Memo to employee, if newly eligible
 3. CoBen information to BU 7, 16, 18, & 19 (CoBen has no waiting period for Delta)
- _____ Additional Position?
 - Copy of approval letter or Work Assignment Form from current primary position supervisor to OPF
- _____ Reduction of time base to less than 1/2 and enrolled in Medical Reimbursement Account?
 - Refer to Benefits Specialist for COBRA notification
- _____ Transfer?
 1. PROFS/FAX previous agency, if needed
 2. Check file for any required health benefit documentation - obtain if necessary

PSS Name: _____ Work Area: _____

Employee Name: _____ Position Number: _____

Effective Date: _____ Classification: _____

Salary Rate: _____ Range (if other than Range A) _____

Certification No. (For A01 Appt): _____ List Type: _____

Cert Clearance sent to SPB: _____ Fingerprints Cleared: _____

Tenure _____ Timebase: _____ Attachments: _____

Appointment Code: _____ Miscellaneous Change Code: _____

Length of Probation: _____ MCR: _____ CBID: _____ WWG: _____

Alternate Range Criteria _____ (Information from the Payscale) _____

540S# _____ 607# _____ (revised 3/2003)

Salary Determination Form

Name: Work Area:

Effective Date:

Current Classification #:

New Classification: #

Type of Salary Determination and Salary Rule:

MSA/SISA 599.638 OR 599.585

Range Change See Alternate Range Criteria for Salary Rule

List Appointment 599.573 or 599.674 or 599.675 or 599.676

Transfer to Another Class 599.674 or 599.675 or 599.676

Reinstatement 599.677 or 599.678

Use the California Civil Service Payscale – Pages 6.0 – 6.7 & 10.0 – 10.2 to aid in computing the salary determination to be made. (And whether special pays will be included in salary calculations.)

Determine MSA/SISA

Current Salary X 1.05 (5%) = New Salary

(Checkpoint: Is this new Salary within the salary Range? If not, you may have to adjust the new salary lower to meet the max or higher to meet the minimum.)

Determine Transferability Using Last A01 Appointment:

$x 1.05 = x 1.05 - \$1 =$

(From Max) times 5%

(Equals one step) (times 5% again)

(subtract \$1)

(New max may be no more than this amount.)

Determine Salary Differential: Salary differential = Salary Regulation to use:

To Maximum +0.0% to +5.0% = 599.674 (a)

From Maximum +5.1% to +9.9% = 599.674 (b)

= Difference -0.1% to -9.9% = 599.674 (c)

/ Lower Maximum -10% or more lower = 599.675

% (range difference) +10% or more higher = 599.676

Determine New Salary:

Current Salary

$x 1.05$ or = Current Salary =

() Less than 5%, employee may qualify for accelerated MSA.

() 5% or more, employee receives a new anniversary date.

() HAM class – Hiring above minimum authorization for class or individual.

() Recruitment and Retention-Item 351 on PAR: Earn, ID: _____ Amt:

() Plus salary-See Payscale section 5 for assistance in calculating adjustments.

() Other special pays-See MOU and Payscale to determine eligibility. List:

PSS: Date Completed:

REQUEST FOR PERSONNEL ACTION

PERSONNEL TRANSITION REQUEST PROCESS

ORIGINATOR

COMPLETE A, B, CD, & D

FORWARD REQUEST TO PERSONNEL

THEN:

PERSONNEL

RETURNS PROCESSED REQUEST TO ORIGINATOR

THEN:

ORIGINATOR

COMPETES E, F (FIRST LEVEL)

RETURNS COMPETED HIRING PACKET TO PERSONNEL

THEN:

PERSONNEL
NOTIFY ORIGINATOR OF SELECTION APPROVAL
DISTRIBUTION
1. WHITE – POSITION CONTROL ANALYST, LOG SHEET.
2. GREEN – POSITION CONTRAL ANALYST, FILE COPY.
3. CANARY – EEO OFFICER
4. PINK – RETURN TO ORIGINATOR.
5. GOLDENROD – ORGINATOR RETAINS.

Napa State Hospital

Memorandum

To: Applicant for RN Educational Differential Date: May, 2003

From: Napa State Hospital

2100 Napa Vallejo Highway

Napa, California

Telephone: (707) 253-5258

Subject: APPLICATION PROCEDURES

Attached you will find the following:

1. Guidelines Regarding Eligibility Requirements and Process for Requesting RN Educational Differential
2. List of Approved Subjects
3. Application for Educational Differential

If you are ready to submit your application, please refer to the attached guidelines and to Administrative Directive #353. Please be sure that your application packet is complete, and contains accurate information. The Qualifications Review Panel will not correct or modify the application. It will be returned to you for correction and reviewed at the first scheduled panel meeting after receipt of the necessary information.

Janet Steel
Employee Relations Officer
Human Resources Department

**APPLICATION FOR RN EDUCATION DIFFERENTIAL
NAPA STATE HOSPITAL**

Applicant Information

Name	Work Location	Shift	Work Phone	Home Phone

LIST BELOW THE COURSES YOU HAVE COMPLETED WHICH YOU WISH TO USE TO QUALIFY FOR EDUCATIONAL DIFFERENTIAL:

Class	Quarter/Semester Taken	# of Units	Grade

LIST THE TRANSCRIPTS YOU HAVE HAD SENT TO THE LABOR RELATIONS OFFICE:

Dated: _____ Applicant Signature _____

APPLICATION FOR RN EDUCATIONAL DIFFERENTIAL

QRP DECISION:

_____ Approved _____ Not Approved _____ Date:

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

_____ Approved _____ Not Approved _____ Date:

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

APPROVED SUBJECTS FOR RN EDUCATIONAL DIFFERENTIAL

REQUIRED: Applicants must have completed fifteen (15) acceptable units. At least nine (9) of the fifteen (15) required college units must be in one or more of the following subjects. The remaining six (6) credits may be in these subjects or may be selected from a list of "alternative subject areas" listed below.

- | | |
|--------------------------------------------------|-------------------|
| Health Education | Nursing |
| Principles of nursing supervision and management | Humanities |
| Psychology | Life Science |
| Sociology | Forensics |
| Education | Philosophy/Ethics |
| Anthropology | English |
| Mathematics | Nutrition |
| Foreign Language | |

ALTERNATIVE: Six (6) of your fifteen (15) credits may be from one or a combination of the following subject areas. The number in parentheses after each category is the maximum number of allowable credits in that category.

- | | |
|-----------------------------|-------------------------------|
| Recreation Therapies (3) | Computer (6) |
| Economics (3) | Political Science (3) |
| Performance Improvement (6) | Guidance/Self Development (6) |
| Physical Education (2) | Speech (6) |
| Supervision/Management (6) | |

GUIDELINES REGARDING ELIGIBILITY REQUIREMENTS AND PROCESS FOR REQUESTING RN EDUCATION DIFFERENTIAL

The Executive Director will establish a Qualification Review Panel (QRP) which shall consist of the Employee Relations Officer and at least one registered nurse. The QRP will review the qualification of applicants for educational differential and approve or deny application.

1. Qualifications Review Panel:

The QRP will meet monthly or as required. Responsibilities include:

- a. Maintains current list of approved subject areas. (NOTE: this list, which is attached to this packet, does not list specific classes, as not all classes within a subject area may be considered job related. For example, a forensic class about introduction to penal code commitments may be acceptable, whereas a forensic class about arrest and firearms would not be.)
 - b. Approves/disapproves courses for addition to list.
 - c. Verifies successful completion of required units from transcripts.
 - d. May establish minimum requirements for specific courses and/or may set maximum credits allowed for given coursework.
 - e. Monitors application and review process.
2. Candidates:
- a. Candidates must be employed at Napa State Hospital in the classification of RN B, surgical Nurse I or II, Health Services Specialist, or Supervising RN.
3. Unit Requirements:
- a. A list of approved job-related subjects is available through the Employee Relations office. Only approved courses shall qualify toward the differential.
 - b. Credit given for courses taken to obtain RN licensure do not qualify toward the differential.
 - c. Only courses with a grade of "C" or better, or the numerical equivalent of a "C" or better, are accepted in fulfillment of college unit requirements.
 - d. Credit/no credit classes may be acceptable if verification of successful completion ("C/average" or better) is provided.
 - e. Quarter units convert to semester units on a three (3) for two (2) basis.
 - f. Qualifying courses must have been completed within the last five (5) years (determined by semester/year: e.g., class taken any semester in 1990 is good through 12-31-95).
4. Application Procedures:
- a. Application packets are available in the Employee Relations Office and, after completion, are submitted to the Employee Relations Office.
 - b. The applicant will have an official, sealed (unopened) transcript delivered to the Employee Relations Office.
5. Timetables:
- a. Timetable for application approval/disapproval process to begin after completed application packet (including transcripts) is received by Employee Relations Office. QRP will review applicant's packet at the first meeting of the panel after receipt of all required information.
 - b. Alternate range to become effective on first day of the pay period following approval by QRP.
6. Appeal process:
- a. Written request for appeal will be addressed to the QRP (via Employee Relations Officer) within twenty (20) calendar days of notice of ineligibility.
 - b. The appeal consists of a personal interview with the QRP and submission of any additional relevant information or material applicant wishes to offer.
 - c. The QRP will make a decision on the appeal and notify the applicant in writing within ten (10) calendar days of the decision.
 - d. Final appeal will be to the Executive Director and must be requested in writing within twenty (20) calendar days of date of notice of QRP's appeal decision.
 - e. Applicants who are otherwise eligible and are not granted the educational differential because they have not met the course requirements may re-apply immediately upon completion of appropriate courses.

Patton State Hospital

Memorandum

To: Registered Nurses, Range B
Health Service Specialist
Supervising Registered Nurses

Date: September 24, 2002

From: Blanche Sherer

Telephone: (909) 425-7541

Subject: Educational Differential (E.D.)

Consistent with the language of the current agreement between the State and SEIU Local 1000, representing Bargaining Unit 17 (Ref: BU 17 Agreement, effective July 8, 2002 through July 2, 2003, Article 11 – Salaries, section 11.58.17 – Educational Differential and Department of Personnel Administration Pay Scale, section 14.43 – Pay Differential, revised 8/31/), Registered Nurses (Range B), Health Services Specialists, and Supervising Registered Nurses who within the past five (5) years have successfully completed the equivalent of fifteen (15) qualifying semester units of collegiate level, job related courses in a college or university of recognized standing, shall be given an educational differential of fifty dollars (\$50) per month.

To receive the education differential eligible staff must:

Complete and return an application form to the Director of Human Resources. (Forms are available from the Program/Department office, CNS, or Human Resources).

Submit official transcript showing courses to be considered. The transcript must have an Official University Seal and that seal must not be broken. You may also have the college or University send a sealed transcript directly to the Human Resources Department. Only courses on the attached list qualify toward the fifteen (15) semester units for this differential. However, the State may add courses to the qualifying list at its' discretion. Only courses completed within the previous five years shall qualify towards the educational differential.

The application will then be reviewed and approved/disapproved by the Program Director and then by the Coordinator of CNS and the PNED. The educational differential (E.D.) will become effective with the first pay period following approval. It (E.D.) is not considered "compensation" for retirement purposes, however, it is considered when calculating overtime compensation.

Qualifying Courses

Human Services Certificate Program Courses

Courses in an expanded practice credentials program as defined by the California Nursing Practices Act, in the following areas:

- (a) Nurse Practitioner
- (b) Emergency Room Nursing
- (c) Public Health Nurse

Abnormal Psychology
Adult Education Teaching Credentials Program
Cardiac Care
Computer Science
Crisis Intervention Theory
Ethnic/Cultural Sociology
Family Therapy
Forensics – Criminal Justice
Gero Psychiatric Nursing
Gerontology Nursing
Grief and Loss

Group Dynamics
Growth and Development
Hospital Management
Human Genetics
Human Sexuality
Interpreting Lab Results
Leadership Training
Legal Aspects of Nursing
Management
Medical Ethics
Medical Record Keeping
Pharmacology
Physical Assessment
Psychiatric Nursing
Psychology of Intervention Techniques
Rehab Nursing
Respiratory Nursing
Sex Education
Sociology
Spanish
Statistics
Strategies in Psychosocial Nursing
Stress management
Substance Abuse
Supervision
Technical Records Keeping
Upper Division Behavioral Science

APPLICATION FORM
RN EDUCATION DIFFERENTIAL

Employee Name: _____

Classification: _____

Program/Department: _____

List of courses to be considered below:

Course	Completion Date	Units Quarter/Semester

Employee Signature Date

PROGRAM DIRECTOR: I have received and approve this application for review:

Signed _____ Date: _____

COORDINATOR OF NURSING SERVICES:

Approved for Differential: _____

Not Approved for Differential: _____

Signature: _____ Date: _____

PNED:

Approved for Differential: _____

Not Approved for Differential _____

Signature: _____ Date: _____

REGISTERED NURSE EDUCATIONAL DIFFERENTIAL PROCEDURE

In compliance with the Bargaining Unit 17 contract, Registered Nurse Range B, and Health Services Specialist (HSS), will receive an educational differential based on the following criteria:

Successful completion of the equivalent of fifteen (15) qualifying semester units of collegiate level job-related courses in a college or university of recognized stand.

Only courses completed within the previous five (5) years shall qualify towards the educational differential.

The fifteen (15) qualifying units must be taken from the following list:

1. Any required course which might lead to an AA, BA, BS, MA, MS or Ph.D.
2. Human Service Certificate Program courses.
3. Courses in an Expanded Practice Credentials Program as defined by the California Nursing Practice Act, in the following areas:
 - a. Nurse Practitioner
 - b. Emergency room Nursing
 - c. Public Health Nurse
4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science
6. Upper Division Behavioral Science
7. Technical report writing
8. Medical record keeping
9. Statistics
10. Computer Science
11. Stress management
12. Supervision
13. Management
14. Hospital management
15. Human sexuality
16. Sex education
17. Psychiatric nursing
18. Abnormal Psychology
19. Gero Psychiatric nursing
20. Gerontology nursing
21. Crisis intervention and theory
22. Substance abuse
23. Grief and loss
24. Strategies in Psycho-social nursing
25. Family therapy
26. Group dynamics
27. Psychology of intervention techniques
28. Ethnic/cultural sociology
29. Sociology
30. Legal aspects of nursing
31. Forensics – criminal justice
32. Medical ethics
33. Pharmacology
34. Interpreting lab results

PAY STATUS

1. Educational differential will be made by the Personnel Office following written approval and recommendation from PNED. The increased salary rate will become effective on the first of the pay period after the employee meets all of the conditions and established criteria.
2. The educational differential will be included when computing overtime compensations.
3. The educational differential shall not be considered as “compensation” for purposes of retirement contributions.

DEPARTMENT OF VETERAN'S AFFAIRS

SUBJECT

Registered Nurse, Range B, Supervising Registered Nurse and Surgical Nurse I and II – Education Differential.

PURPOSE

To provide policy statement, guidelines and procedure for implementing Registered Nurse Range B, Supervising Registered Nurse and Surgical Nurse I and II of the Educational Differential Program as agreed to on July 1, 1995 between the State of California and SEIU Local 1000, Unit 17, section 11.58.17.

DEFINITION

During this year's contract bargaining with SEIU Local 1000, Unit 17, section 11.58.17, the State agrees to provide qualifying Registered Nurses, Range B, Supervising Registered Nurses and Surgical Nurse I's and II's with an educational differential of fifty dollars (\$50) per month.

For purposes of overtime computation, this differential shall be considered as compensation.

- A. The fifteen (15) qualifying units must be taken from the following list:
1. Any required course which might lead to a BA, BS, MA, MS or Ph.D. in Nursing or Health Care Administration.
 2. University of California Human or Health Care Administrations Services Certificate Program courses.
 3. Courses in an Expanded Practice Credentials program as defined by the California Nursing Practice Act in the following areas:
 - a. Nurse Practitioner
 - b. Public Health Nurse
 4. Adult Education Teaching Credentials Program
 5. Upper Division Physical Science (Biochemistry, Pathophysiology)
 6. Upper Division Behavioral Science
 7. Technical Report Writing (Management Reports)
 8. Death and Dying (Terminally III)
 9. Statistics
 10. Computer Science
 11. Stress and Time Management
 12. Supervision
 13. Management (Principles of Nursing)
 14. Hospital Management
 15. Human Sexuality
 16. Research
 17. Psychiatric Nursing
 18. Abnormal Psychology
 19. Gero Psychiatric Nursing
 20. Gerontological Nursing
 21. Crisis Intervention and Theory
 22. Substance Abuse
 23. Grief and Loss
 24. Strategies in Psychosocial Nursing
 25. Family Therapy
 26. Group Dynamics
 27. Psychology of Intervention Techniques
 28. Ethnic/Cultural Sociology
 29. Sociology
 30. Legal Aspects of Nursing
 31. Communication Skill Courses for Client (Signing, Audio/Visual)
 32. Medical Ethics
 33. Psychopharmacology

34. Leadership (Nursing)
35. Growth and Development
36. Human Genetics
37. Physical Assessment
38. Cardiac Care
39. Rehab Nursing
40. Respiratory Nursing
41. Leadership Training
42. Spanish
43. Public Speaking
44. Nutrition
45. Hospice
46. Community and Mental Health Concepts
47. Home Health Care
48. Performance Evaluation
49. Communication Skills
50. Change (Management of)

B. Courses granting continuing education units do not qualify.

Appendix 2.17 – Resource Contracts

This list of Resource Contracts shall be expanded to include Cathedral City (DDS) and Salinas Valley (DMH).

Appendix 3.17 – FLSA Exempt Employee Differential FLSA EXEMPT EMPLOYEE DIFFERENTIAL FOR EXTREMELY ARDUOUS WORK AND EMERGENCIES

Effective: 9/1/93

Revised: 7/1/99

CRITERIA

At the discretion of the appointing authority, excluded employees who are exempt from the Federal Fair Labor Standards Act (FLSA) shall be eligible to receive the differential when performing arduous work that exceeds the normal demands of State service employment. Excluded employees are eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property). **All of the following conditions must be met in order to apply this pay differential:**

Appropriate Duties

The duties and responsibilities may not include work that is covered by the provisions of FLSA.

Non-negotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of deadline. For example, preparing and presenting to the Governor's Office, Legislature, or Legislative Committees fiscal/line item analysis and budgetary information concerning the State Budget or departmental and line program budgets by a specific date, or testifying before the Legislature or Legislative Committees at their request, or responding to a declared emergency situation.

Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment. Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. They may regularly be required to work more than forty (40) hours per week to complete their work. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number

of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

Work is Unavoidable

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

Work Involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than twelve (12) to fourteen (14) days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand. For example, in an emergency involving extreme health, safety and/or cost consequence, an employee may be required to work evenings and weekends for several weeks, averaging more hours of work than can be scheduled/arranged for time off.

No Other Compensation

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

The Circumstances That Support This Pay Differential Must Be Documented

Departments must maintain records of the employees and amounts paid in each pay period, and a brief description of the circumstances for which the differential was provided. Departments are delegated responsibility for the review and approval of payment. Their review should occur after the work is completed to ensure that all of the conditions that warrant the pay differential were present. Application of the pay differential provisions is subject to audit or review by the DPA as necessary.

Rate

Three hundred dollars (\$300) per workweek, up to one thousand two hundred dollars (\$1,200) total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends.

An employee may be paid: period \$ 300

\$ 600

\$ 900 or

\$ 1200 per pay

Appendix 4.17 - Alternate Range Criteria 40 and 231

Recruitment and retention Differential for all employees in the classes listed below who work at the DMH, CDCR, DDS, and the DOE.

Class Code	Schem. Code	Classification
8094	TH55	Registered Nurse/SF
8130	TN51	Surgical Nurse I (DMH & DDS)
8135	TN50	Surgical Nurse I
8154	TI55	Nurse Instructor
8160	TI65	Health Services Specialist
8165	TI90	Registered Nurse
8212	TJ91	Nurse Practitioner
8227	TJ92	Nurse Practitioner (DMH & DDS)
9273	TN65	Nurse – Anesthetist CF
9275	TI80	Registered Nurse CF
9277	TN54	Surgical Nurse I CF
9278	TJ93	Nurse Practitioner CF
9329	TN52	Surgical Nurse II CF
9353	TI57	Nurse Instructor CF
9699	TI66	Health Services Specialist/SF
9700	TJ94	Nurse Practitioner/SF
9274	TK16	Public Health Nurse I CF

8201	TJ95	Infection Control Specialist
8210	TK10	Public Health Nurse II
8213	TK20	Public Health Nurse I
8297	TK18	Public Health Nurse I (DMH/DDS)
9345	TK13	Public Health Nurse II CDF

APPENDIX O - UNIT 20 SALARY SCHEDULE

20 - MEDICAL AND SOCIAL SERVICES

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Activity Coordinator, Veterans Home and Medical Center	TR52	8319		2145	2607	2
Assistive Technology Specialist	TR71	8264		3225	3921	2
Assistive Technology Specialist II	TR73	8234		3387	4116	2
Assistive Technology Trainee	TR72	8265		2596	3157	2
Audiologist Aide	TR39	8261		2043	2484	2
Brace Maker	TR70	8318		3538	4300	2
Certified Nursing Assistant	TL81	8185	A	2121	2578	2
			B	2277	2768	2
Certified Nursing Assistant (Correctional Facility)	TL82	8182	A	2121	2578	2
			B	2277	2768	2
			P	2200	2674	2
			Q	2362	2871	2
Chapel Musician	FL20	2868		12.96	24.42	2
Clinical Laboratory Technologist	SV30	7928	A	3884	4721	2
			B	4264	5184	2
Clinical Laboratory Technologist (Safety)	SV38	9301	A	3884	4721	2
			B	4264	5184	2
Clinical Laboratory Technologist, (Correctional Facility)	SV36	9293	A	3884	4721	2
			B	4264	5184	2
Counselor Orientation Center for the Blind	XB10	9676		2561	3111	2
Counselor, School for the Blind	XB55	9713	A	2518	3061	2
			B	2799	3402	2
			C	3033	3686	2
			F	2098.33	2550.83	2
			G	2332.50	2835	2
			H	2526	3071	2
Counselor, School for the Deaf	XB75	9664	A	2518	3061	2
			B	2799	3402	2
			C	3033	3686	2
			F	2098.33	2550.83	2
			G	2332.50	2835	2
			H	2526	3071	2
Dental Assistant	SU50	7911	A	2329	2831	2
			B	2516	3058	2
Dental Assistant (Safety)	SU52	7914	A	2329	2831	2
			B	2516	3058	2
Dental Assistant, (Correctional Facility)	SU55	9296	A	2329	2831	2
			B	2516	3058	2
Dental Assistant, (DMH and DDS)	SU51	7656	A	2329	2831	2
			B	2516	3058	2
Dental Hygienist	TH30	8128		3304	4015	2
Dental Hygienist Auditor	TU60	8432		3968	4824	2

Dental Hygienist Consultant	TU50	8387		3968	4824	2
Dental Hygienist, (Correctional Facility)	TH35	9298		3304	4015	2
Dental Hygienist (Safety)	TH32	8131		3304	4015	2
Dental Laboratory Technician	SU40	7908	A	3304	4015	2
			B	3615	4395	2
Dental Laboratory Technician, (Correctional Facility)	SU45	9299	A	3304	4015	2
			B	3615	4395	2
Dietetic Technician	DH70	2169		2656	3229	2
Dietetic Technician (Safety)	DH72	2175		2656	3229	2
Electroencephalographic Technician	TC70	7986		2832	3442	2
Electroencephalographic Technician (Safety)	TC72	7990		2832	3442	2
Epidemiologic Interviewer I	TC46	7966		2832	3442	2
Epidemiologic Interviewer II	TC44	7967		3080	3743	2
Hospital Aid, (Correctional Facility)	TM22	9307		2121	2578	2
Licensed Vocational Nurse	TL78	8249		2526	3225	2
Licensed Vocational Nurse (Safety)	TL80	8274		2526	3225	2
Licensed Vocational Nurse, (DMH and DDS)	TL77	8286		2526	3225	2
Night Attendant, School for the Blind	XB60	9712	A	2226	2708	2
			F	1855	2256.67	2
Night Attendant, School for the Deaf	XB80	9663	A	2226	2708	2
			F	1855	2256.67	2
Occupational Therapy Assistant	TQ11	8292		2367	2876	2
Occupational Therapy Assistant (Safety)	TQ13	8290		2367	2876	2
Pharmacy Technician	CN50	7979	A	2551	3103	2
			P	2894	3519	2
Pharmacy Technician, (DMH and DDS)	CN51	7658		2551	3103	2
Physical Therapy Assistant	TP57	8272		2458	2989	2
Physical Therapy Assistant Applicant	TP58	8293		2367	2876	2
Pianist	FL10	2865		12.96	24.42	2
Radiologic Technologist	TC90	7989	A	2974	3614	2
			B	3233	3931	2
Radiologic Technologist (Safety)	TC94	7992	A	2974	3614	2
			B	3233	3931	2
Radiologic Technologist, (Correctional Facility)	TC91	9315	A	2974	3614	2
			B	3233	3931	2
			P	2894	3519	2
Reader for the Blind, DOE	NE05	F1852		8.07	8.85	2
Residential Care Unit Leader	TL20	8219		2724	3313	2
Respiratory Care Practitioner	TR75	8276	A	2950	3945	2
			B	3080	4117	2
			C	3219	4303	2
Respiratory Care Practitioner, (Correctional Facility)	TR80	9316	A	2950	3945	2
			B	3080	4117	2
			C	3219	4303	2
Respiratory Care Practitioner, (DMH and DDS)	TR76	8300	A	2950	3945	2
			B	3080	4117	2
			C	3219	4303	2
School Bus Driver	TR65	8291		2413	2934	2
School Bus Driver, DMH, DDS	TR66	8322		2413	2934	2

Self-help Sponsor (Part Time)	TR15	8434		15.76	15.76	2
Senior Clinical Laboratory Technologist	SV20	7925	A	4073	5199	2
			B	4467	5703	2
Senior Clinical Laboratory Technologist (Safety)	SV22	7926	A	4073	5199	2
			B	4467	5703	2
Senior Clinical Laboratory Technologist , Correctional Facility	SV34	9348	A	4073	5199	2
			B	4467	5703	2
Senior Radiologic Technologist (Specialist)	TC80	7987	A	3099	3765	2
			B	3387	4115	2
Senior Radiologic Technologist (Specialist- safety)	TC82	7995	A	3099	3765	2
			B	3387	4115	2
Senior Radiologic Technologist, (Correctional Facility) (Specialist)	TC92	9350	A	3099	3765	2
			B	3387	4115	2
			P	5078	5628	2
Social Service Assistant I -Mental Health-	XJ75	9940		2008	2325	2
Social Service Assistant II -Mental Health-	XJ74	9939	A	2236	2718	2
			B	2464	2996	2
Support Services Assistant (Interpreter)	XH80	9820	A	2867	3485	2
			B	2992	3636	2
			C	3272	3978	2
Teaching Assistant	TR60	8240	A	2236	2718	2
			F	1863.33	2265	2
Teaching Assistant (Correctional Facility)	TR57	6400		2236	2718	2
Teaching Assistant (Safety)	TR62	8263	A	2236	2718	2
			F	1863.33	2265	2
Teaching Assistant, (DMH and DDS)	TR61	8298	A	2236	2718	2
			F	1863.33	2265	2
Teaching Assistant, School for the Blind	TR58	8244	A	2236	2718	2
			F	1863.33	2265	2
Teaching Assistant, School for the Deaf	TR59	8246	A	2236	2718	2
			F	1863.33	2265	2
Transportation Coordinator, Special Schools	XB40	9671	A	3016	3665	2
			F	2513.33	3054.17	2

APPENDIX P – UNIT 20 SIDE LETTERS

SIDE LETTER 4.20 — LABOR/MANAGEMENT COMMITTEE, CALIFORNIA SCHOOL FOR THE DEAF, RIVERSIDE

SIDE LETTER 5.20 — HOLIDAYS, STATE SPECIAL SCHOOLS

SIDE LETTER 6.20 — ALTERNATE RANGE CRITERIA COUNSELOR AT STATE SPECIAL SCHOOLS

SIDE LETTER 7.20 — OVERTIME DISTRIBUTION AT THE CALIFORNIA SCHOOL FOR THE DEAF, RIVERSIDE

Side Letter 4.20 - Labor/Management Committee, California School for the Deaf, Riverside

At the California School for the Deaf, Riverside, management and the Union will hold regular meetings to address workplace issues pursuant to article 5, section 5.10, Labor Management Committee.

Side Letter 5.20 - Holidays, State Special Schools

This side letter applies only to the Residential Counselors and Nights Attendants at the State Special Schools, California DOE. An employee regularly scheduled to work more than eight (8) hours on a day which is a state holiday and which is observed by the school the employee works at shall be allowed, at his/her request, to work the hours that are in excess of eight (8) hours on another day(s) within the same workweek. Management retains the right to schedule the hour(s) and day(s) on which the employee will work then the employee exercises this option.

Side Letter 6.20 - Alternate Range Criteria Counselor at State Special Schools

The DOE will publish annually to the Counselors at the State Special Schools the alternate range criteria. The department will meet and confer with the Union when the department wants to change the criteria.

Side Letter 7.20 - Overtime Distribution at the California School for the Deaf, Riverside

The purpose of this agreement is to distribute overtime among Bargaining Unit 20 employees at California School for the Deaf, Riverside, in an equitable manner.

- A. Five (5) overtime lists will be created for Counselors. The lists will be titled, "Master Overtime List", "Elementary Area Overtime List", "Middle School Area Overtime List", "High School Area Overtime List" and "Special Needs Area Overtime List". These lists will be created within five (5) working days from the date of this Agreement.
 1. One overtime list will be created for Night Attendants. The list will be titled, "Night Attendant Overtime List."
 2. The Master Overtime List will include the names of every Counselor, regardless of their area assignment. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The Counselor at the top of the list will be the Counselor who has been offered the least amount of overtime hours since the beginning of the academic school year; the list will progress down to the Counselor at the bottom of the list who has been offered the most amount of overtime hours since the beginning of the academic school year.
 3. The Elementary Area Overtime List will include only those Counselors who are assigned to the Elementary Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.
 4. The Middle School Area Overtime List will include only those Counselors who are assigned to the Middle School Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year.
 5. The High School Area Overtime List will include only those Counselors who are assigned to the High School Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described above.
 6. The Special Needs Area Overtime List will include only those Counselors who are assigned to the Special Needs area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described above.

- B. If an overtime opportunity arises for an Area, Counselors on the applicable Area overtime list will be offered the opportunity first. The Counselor on the applicable Area overtime list who is at the top of the list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that Counselor declines the opportunity, the Counselor next on the list will be offered the opportunity, and so on until the applicable Area overtime is exhausted.

If an overtime opportunity arises that does not have an Area need (for example, bus duty or homecoming), the opportunity will be offered using the Master Overtime List. The Counselor who is at the top of this list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that Counselor denies the opportunity, the Counselor next on the list will be offered the opportunity, and so on until the list is exhausted.

- C. Management will record the number of hours of overtime each employee is offered, accepted, and rejected.
- D. On the 15th of every month, new lists will be created by management to adjust the ranking of the employees on the lists by number of hours of opportunity they were offered. The list will be posted at the DOR office upon it being updated on the 15th of each month and e-mailed to all Counselors and Night Attendants.
- E. An Overtime Preference Survey form shall be circulated to all affected staff. If an employee has indicated on a signed survey form that he/she is unavailable and does not choose to work overtime on certain days and/or times, he/she will not be offered overtime for those days and/or times. (This section shall not change/amend any provision in the current Contract's regarding State's Rights on mandatory overtime.)
- F. The overtime lists will be followed except where precluded by emergency. Emergency is defined as a sudden happening or unforeseen situation that needs immediate action or attention.
- G. If overtime becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the employee at the top of the applicable list, who is currently on duty, and who is available to work the overtime.
- H. Night Attendants will not be offered Counselor overtime unless the Counselor overtime list has been exhausted. Counselors will not be offered Night Attendant overtime unless the Night Attendant list has been exhausted.
- I. Employees may submit an Overtime Preference Survey form three (3) times per school year (by September 15, December 15, and March 15). Management will use the most recent Overtime Preference Survey form on file for each employee.
- J. If it appears that an employee will not attain one thousand seven hundred thirty-four (1,734) hours as discussed in the ten (10) month agreement, management may disregard the employee's Overtime Preference Survey form(s) in order to offer that employee overtime. Management will notice the employee in writing seven (7) calendar days in advance of implementing this section.
- K. If an employee is called at home, and management reaches an answering machine/service, management will leave a message advising the employee of the overtime opportunity. Management will then continue through the overtime list(s). If the employee calls back before another employee accepts the overtime, that employee will be allowed to accept the overtime. If the employee calls back after another employee accepts the overtime, that employee will not be allowed to accept the overtime nor be charged for the offer. If an employee does not answer his/her phone, or does not respond to a message on his/her answering machine/service, that employee will not be charged for the overtime offer.

APPENDIX Q – UNIT 21 SALARY SCHEDULE

21 - EDUCATION CONSULTANTS AND LIBRARY

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
Adaptive Driver Evaluation Specialist, Department of Rehabilitation	EJ20	2681	A	3877	4711	2
			F	3230.83	3925.83	2
Agricultural Education Consultant	EN50	2513	A	5536	6725	E
			F	4613.33	5604.17	E
American Indian Education Assistant	FG86	2718	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
American Indian Education Consultant	FG65	2719	A	5536	6725	E
			F	4613.33	5604.17	E
Archivist I	BU30	2805	A	3737	4542	E
			F	3114.17	3785	E
Archivist II	BU40	2804	A	4289	5210	E
			F	3574.17	4341.67	E
Assistant Consultant in Teacher Preparation	EU70	2617	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
Assistant Field Representative, School Administration	ER76	2589	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
Associate in Postsecondary Education Studies	EL68	2566	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
Associate Vocational Education Analyst, California Advisory Council for Vocational Education	EX51	2689	A	4164	5059	E
			F	3470	4215.83	E
Audio-Visual Technician, California Museum of Science and Industry	FJ90	2821	A	2712	3295	2
Bilingual/Migrant Education Assistant	FG83	2750	F	2260	2745.83	2
			A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
Bilingual/Migrant Education Consultant	FG80	2758	G	4197.5	5100.83	E
			A	5536	6725	E
Bus Driver Training Programs Specialist	ET10	2683	F	4613.33	5604.17	E
			A	4613	5605	E
Business Education Consultant	EN90	2517	F	3844.17	4670.83	E
			A	5536	6725	E
			F	4613.33	5604.17	E

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Career-Vocational Education Assistant	EQ61	2715	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
Career-Vocational Education Consultant	EQ58	2722	A	5536	6725	E
			F	4613.33	5604.17	E
Child Development Assistant	FB65	2837	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
Child Development Consultant	FB64	2834	A	5536	6728	E
			F	4613.33	5604.17	E
Community College Program Assistant I	EM25	2549	A	4172	5067	2
			F	3476.67	4222.5	2
Community College Program Assistant II	EM30	2550	A	5037	6121	E
			F	4197.5	5100.83	E
Consultant in Mathematics Education	EU20	2616	A	5536	6725	E
			F	4613.33	5604.17	E
Consultant in Physical Education	FG30	2769	A	5536	6725	E
			F	4613.33	5604.17	E
Consultant in Pupil Personnel Services	FG60	2774	A	5536	6725	E
			F	4613.33	5604.17	E
Consultant in Teacher Preparation (Examinations and Research)	EU75	2618	A	5536	6725	E
			F	4613.33	5604.17	E
Consultant in Teacher Preparation (Program Evaluation and Research)	EU80	2635	A	5536	6725	E
			F	4613.33	5604.17	E
Education Fiscal Services Assistant	ER50	2897	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
Education Fiscal Services Consultant	ER51	2898	A	5536	6725	E
			F	4613.33	5604.17	E
Education Programs Assistant	ER95	2655	A/L	4172	5067	E
			B/M	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
			P	3477	4223	E
			Q	4198	5101	E
Education Programs Consultant	ER90	2656	A/L	5536	6725	E
			F	4613.33	5604.17	E
			P	4613	5605	E
Education Project Assistant I (Various Projects)	EY30	2654	A	3804	4622	2
			F	3170	3851.67	2
Education Project Assistant II (Various Projects)	EY20	2653	A	4589	5577	2
			F	3824.17	4647.5	2
Education Project Specialist I (Various Projects)	EY10	2652	A	5536	6725	E
			F	4613.33	5604.17	E

Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Education Research and Evaluation Assistant	EX10	2642	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
Education Research and Evaluation Consultant	EX20	2643	A	5536	6725	E
			F	4613.33	5604.17	E
Field Representative, School Administration (Specialist)	ER80	2573	A	5536	6725	E
			F	4613.33	5604.17	E
Health Careers Education Consultant	EO20	2514	A	55336	6725	E
			F	4613.33	5604.17	E
Home Economics Education Consultant	EO50	2520	A	5536	6725	E
			F	4613.33	5604.17	E
Industrial and Technology Education Consultant	EO90	2524	A	5536	6725	E
			F	4613.33	5604.17	E
Librarian	FM50	2951	A	4057	4929	E
			F	3380.83	4107.50	E
Library Programs Consultant	FM65	2958	A	5536	6725	E
			F	4613.33	5594.17	E
Maritime Vocational Instructor I	QU10	6976	A	3087	3752	2
			B	3523	4282	2
			C	3609	4384	2
			F	3007.5	3653.33	2
Maritime Vocational Instructor II	QU20	6978	A	3226	3920	2
			B	3680	4472	2
			C	3769	4581	2
			F	3140.83	3817.50	2
Maritime Vocational Instructor III	QU30	6979	A	3763	4573	2
			B	4294	5218	2
			C	4399	5345	2
			F	3665.83	4454.17	2
Nursing Education Consultant	TN20	8250	A	5536	6725	E
			F	4613.33	5604.17	E
Nutrition Education Assistant	FG45	2260	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
Nutrition Education Consultant	FG50	2261	A	5536	6725	E
			F	4613.33	5604.17	E
Private Postsecondary Education Senior Specialist	EK20	2743	A	5536	6725	E
			F	4613.33	5604.17	E
Private Postsecondary Education Specialist	EK10	2742	A	4272	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
School Health Education Assistant	FG41	2773	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E

School Health Education Consultant	FG40	2772	G	4197.5	5100.83	E
			A	5536	6725	E
			F	4613.33	5604.17	E
Classification	Schematic	Class	A/R	Minimum	Maximum	WWG
Senior Associate in Postsecondary Education Studies	EL70	2506	A	5536	6725	E
			F	4613.33	5604.17	E
Senior Librarian	FM41	2943	A	4411	5359	E
			F	3675.83	4465.83	E
Special Education Assistant	FF59	2754	A	4172	5067	E
			B	5037	6121	E
			F	3476.67	4222.5	E
			G	4197.5	5100.83	E
Special Education Consultant	FF60	2764	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Academic Planning and Development, California Community Colleges	EM51	2539	A	5536	6725	E
			F	4613.33	5604.317	E
Specialist in Agricultural Education, CA Community Colleges	EM85	2530	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Business Education, CA Community Colleges	EM87	2531	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Criminal Justice Education, CA Community Colleges	EM89	2540	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Employment and Certification, CA Community Colleges	EM54	2544	A	5536	6725	E
			F	4457.5	5415	E
Specialist in Facilities Planning and Utilization, CA Community Colleges	EM70	2508	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Fiscal Planning and Administration, CA Community Colleges	EM82	2525	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in General Vocational Education, CA Community Colleges	EM91	2458	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Health Occupations, CA Community Colleges	EM93	2535	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Homemaking Education, CA Community Colleges	EM95	2465	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Industrial Education, CA Community Colleges	EM97	2534	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Information Systems and Analysis, CA Community Colleges	EM55	2551	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Library Planning and Development, CA Community Colleges	EM71	2560	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Public Service Occupations, CA Community Colleges	EM99	2547	A	5536	6725	E
			F	4613.33	5604.17	E
Specialist in Student Services Planning & Development, CA Community Colleges	EM63	2565	A	5536	6725	E
			F	4613.33	5604.17	E
Vocational Education Gender Equity Consultant	EQ70	2620	A	5536	6725	E
			F	4613.33	5604.17	E

APPENDIX R – UNIT 21 SIDE LETTERS AND ADDENDUM

ADDENDUM 2.21 – EMPLOYER-PAID EMPLOYEE RETIREMENT CONTRIBUTIONS

APPENDIX 1.21 – BARGAINING UNIT 21 CLASSIFICATIONS ELIGIBLE TO RECEIVE EDUCATIONAL LEAVE

ADDENDUM 2.21 - Employer-Paid Employee Retirement Contributions

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

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

1. Definitions. Unless the context otherwise requires, the definitions in this article govern the construction of this article.
 - a. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 21 who make contributions to the STRS.
 - b. "Employee Contributions." The term "employee contributions" shall mean those contributions to the STRS which are deducted from the salary of employees and credited to individual employee's accounts.
 - c. "Employer." The term "employer" shall mean the State of California.
 - d. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 21 by the State of California as defined in the Internal Revenue Code and rules and regulation established by the IRS.
 - e. "Retirement System." The term "retirement system" shall mean the STRS as made applicable to the State of California under the provisions of the State Teachers' Retirement Law (California Education Code section 2200, et seq.).
 - f. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.
2. Pick Up To Employee Contributions
 - c. Pursuant to the provisions of this Agreement, the Employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contribution in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
 - d. Employee contributions made under paragraph A of this article shall be paid from the same source of funds as used in paying the wages of affected employees.
 - e. Employee contributions made by the employer under paragraph A of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
 - f. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."
3. Wage Adjustment
Notwithstanding any provision in this Agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions thereof.
4. Limitations To Operability
This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.
5. Non-arbitrability
The parties agree that no provisions of this article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

Appendix 1.21 - BU 21 Classifications Eligible to Receive Educational Leave

CLASS CODE	SCHEM CODE	CLASS TITLE
2718	FG66	American Indian Education Assistant
2719	FG65	American Indian Education Consultant
2750	FG83	Bilingual/Migrant Education Assistant
2758	FG80	Bilingual/Migrant Education Consultant (Retitled 10/6/87 from Bilingual/Bicultural Education Consultant)
2715	EQ61	Career-Vocational Education Assistant
2722	EQ58	Career-Vocational Education Consultant (Revised 10/4/94 from Vocational Education Consultant)
2513	EN50	Agricultural Education Consultant
2517	EN90	Business Education Consultant
2514	EO20	Health Careers Education Consultant
2520	EO50	Home Economics Education Consultant (Retitled from Homemaking Education Consultant 10/4/94)
2524	EO90	Industrial and Technology Education Consultant (Retitled from Industrial Education Consultant 10/4/94)
2837	FB65	Child Development Assistant
2834	FB64	Child Development Consultant
2634	EW20	Consultant in Intergroup Relations
2616	EU20	Consultant in Mathematics Education
2769	FG30	Consultant in Physical Education
2774	FG60	Consultant in Pupil Personnel Services
2620	EQ70	Vocational Education, Gender Equity Consultant
2655	ER95	Education Programs Assistant
2656	ER90	Education Programs Consultant (Retitled from Education Administration Consultant 7/29/86)
2589	ER76	Assistant Field Representative, School Administration
2573	ER80	Field Representative, School Administration (Specialist)
2585	ER79	Field Representative, School Administration (Supervisory)
2260	FG45	Nutrition Education Assistant (Retitled from Nutrition Education & Training Assistant 2/19/97)
2261	FG50	Nutrition Education Consultant (Retitled from Nutrition Education & Training Consultant (Nonsupervisory) 2/19/97)
2773	FG41	School Health Education Assistant
2772	FG40	School Health Education Consultant
2754	FF59	Special Education Assistant
2764	FF60	Special Education Consultant
*2642	EX10	Education Research and Evaluation Assistant
*2643	EX20	Education Research and Evaluation Consultant
*2549	EM25	Community Colleges Program Assistant I
*2550	EM30	Community Colleges Program Assistant II
*2539	EM51	Specialist in Academic Planning & Development, CCC
*2530	EM85	Specialist in Agricultural Education, CCC
*2531	EM87	Specialist in Business Education, CCC
*2540	EM89	Specialist in Criminal Justice Education, CCC

*2544	EM54	Specialist in Employment & Certification, CCC
*2508	EM70	Specialist in Facilities Planning & Utilization, CCC
*2525	EM82	Specialist in Fiscal Planning & Administration, CCC
*2458	EM91	Specialist in General Vocational Education, CCC
*2535	EM93	Specialist in Health Education, CCC
*2465	EM95	Specialist in Homemaking Education, CCC
*2534	EM97	Specialist in Industrial Education, CCC
*2551	EM55	Specialist in Information Systems & Analysis, CCC
*2547	EM99	Specialist in Public Service Occupations, CCC
*2565	EM63	Specialist in Student Services Planning & Development, CCC
*2617	EU70	Assistant Consultant in Teacher Preparation
*2618	EU75	Consultant in Teacher Preparation (Examinations & Research)
*2635	EU80	Consultant in Teacher Preparation (Program Evaluation & Research)
*2566	EL68	Associate in Postsecondary Education Studies (Class established with Ranges A & B and positions reallocated from Postsecondary Education Specialist I and II on 11/14/89)
*2506	EL70	Senior Associate in Postsecondary Education Studies (Retitled from Postsecondary Education Specialist III 11/14/89)
**2958	FM65	Library Programs Consultant
**8250	TN20	Nursing Education Consultant
**2742	EK10	Private Postsecondary Education Specialist
**2743	EK20	Private Postsecondary Education Senior Specialist
**2560	EM71	Specialist in Library Planning & Development, CA Community Colleges

* Eligible only after 1/1/1988

** Eligible only after 1/1/2002

Abolished BU 21 Classes Eligible For Education Leave Credit

CLASS CODE	SCHEM CODE	CLASS TITLE
2730	FD30	Adult Education Assistant I
2731	FD25	Adult Education Assistant II
2732	FD20	Adult Education Consultant
2588	ER74	Assistant Field Representative I, School Administration
2589	ER76	Assistant Field Representative II, School Administration (Specialist)
2765	FG90	Bilingual/Bicultural Education Assistant I
2759	FG85	Bilingual/Bicultural Education Assistant II
2832	FB68	Child Development Assistant I
2833	FB66	Child Development Assistant II
2770	FH86	Compensatory Education Assistant I
2776	FH88	Compensatory Education Assistant II
2782	FH90	Compensatory Education Consultant (On Footnote 24)
2701	FA60	Consultant in Gifted & Talented Education
2705	FB15	Consultant in Reading
2767	FG35	Consultant in School Nursing & Health Services
2622	EU60	Consultant in Traffic Safety Education
2594	ES60	Textbook Consultant
2608	FB50	Early Childhood Education Assistant I

2610	FB40	Early Childhood Education Assistant II
2607	FB30	Early Childhood Education Consultant
2662	ER96	Education Administration Assistant I
2663	ER93	Education Administration Assistant II
2483	EK86	Education Program Planning & Development Assistant
2484	EK87	Education Program Planning & Development Consultant
2793	FI17	Migrant Education Assistant I
2798	FI15	Migrant Education Assistant II
2783	FI10	Migrant Education Consultant
2612	ES98	School Approvals Assistant I
2613	ES95	School Approvals Assistant II
2609	ES90	School Approvals Consultant
2747	FG38	School Health Education Assistant I
2748	FG39	School Health Education Assistant II
2692	EZ15	Secondary Education Assistant II
2686	EZ20	Secondary Education Consultant
2694	EZ30	Secondary Education Administrator I (Nonsupervisory)
2761	FF40	Special Education Assistant I
2762	FF50	Special Education Assistant II
2583	EQ60	Vocational Education Assistant I
2721	EQ59	Vocational Education Assistant II

SIGNATURE PAGES

SIGNATURE PAGE
Service Employees International Union, Local 1000

Unit 01-Professional, Administrative, Financial and Staff Services

Margarita Maldonado

Margarita Maldonado, Chair
Department of Justice

Adrienne Suffin

Adrienne Suffin, Vice Chair
Employment Development Department

Marangu Marete

Marangu Marete, Alt. Vice Chair
Department of Water Resources

Daniel Chrisman

Daniel Chrisman
Department of Health Services

Paul Gonzalez-Coke

Paul Gonzalez-Coke
Department of Health Services

Paul Rodarte

Paul Rodarte
State Compensation Insurance Fund

Steven A. Barefield

Steven Barefield
CDCR, Adult

Brenda Modkins

Brenda Modkins
Department of Justice

Ralph Hawkins

Ralph Hawkins
State Compensation Insurance Fund

Kathleen O'Connor

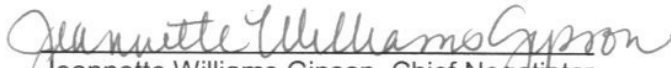
Kathleen O'Connor
Senior Labor Relations Representative

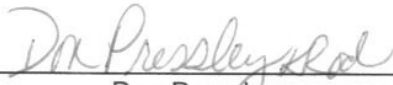
Jean Troutman-Poole


Jean Troutman-Poole
Senior Labor Relations Representative

UNIT 1 SIGNATURE PAGE

FOR THE STATE OF CALIFORNIA


Jeannette Williams Gipson, Chief Negotiator
Department of Personnel Administration


Don Pressley
Department of Justice


Bruce Arbuckle
Department of Motor Vehicles


Steve Francis
CDCR


Michael Vignogna
Department of Social Services


Lisa Torres
Employment Development Department


Ray Kelley
Franchise Tax Board


Jean Rowan
State Compensation Insurance Fund


Gerard Anderson
State Controller's Office

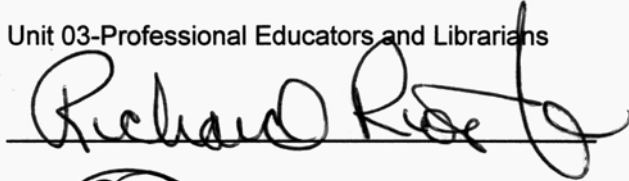

Norma McGinnis
California State Lottery Commission


Patrick Gage
Department of Health Services

SIGNATURE PAGE

Service Employees International Union, Local 1000

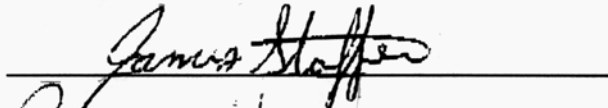
Unit 03-Professional Educators and Librarians



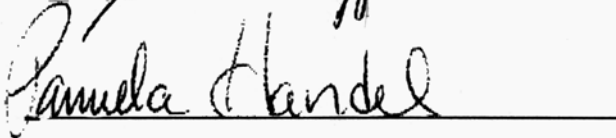
Richard Rios Jr., Chair
CDCR, Division of Juvenile Justice



Cindie Fonseca, Vice Chair
CDCR, Adult



James Stoffer, Alt. Vice Chair
Department of Mental Health



Pamela Handel
CDCR, Division of Juvenile Justice



Kathy Skow
Department of Rehabilitation



Michael Baratz
Chief of Staff




Hank Jennings
Senior Labor Relations Representative

UNIT 3 SIGNATURE PAGE


FOR THE STATE OF CALIFORNIA




Dana Manning
Department of Education



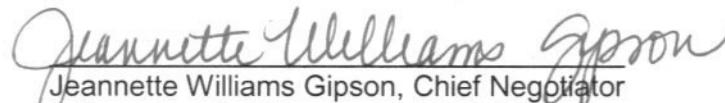
Hank Klopping
Department of Education



Steve Francis
California Department of Corrections and Rehabilitation



Jan Blaylock
California Department of Corrections and Rehabilitation



Jeannette Williams Gipson, Chief Negotiator
Department of Personnel Administration

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Service Employees International Union, Local 1000

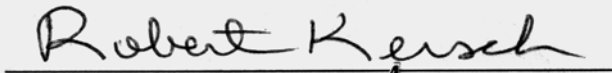
Unit 04-Office and Allied



Larry Perkins, Chair
Employment Development Department



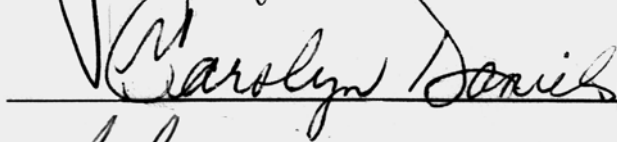
Francisca Pass, Vice Chair
Employment Development Department



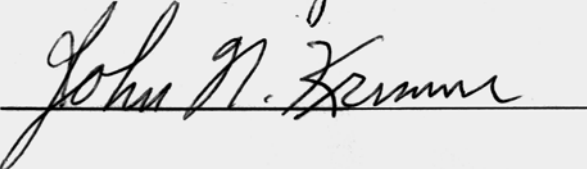
Robert Kersch, Alt. Vice Chair
CDCR, Adult



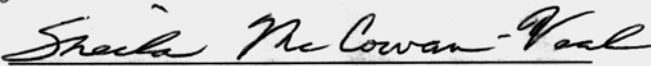
Janet Walters
Department of Motor Vehicles



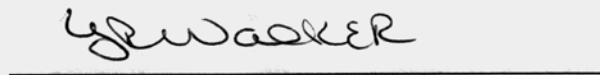
Carolyn Daniels
Department of Mental Health



John Krumm
Department of Motor Vehicles



Sheila McCowan-Veal
CA State Teachers' Retirement System



Yvonne Walker
Vice President for Bargaining

UNIT 4 SIGNATURE PAGE

FOR THE STATE OF CALIFORNIA



Jacquelyn Sanders, Chief Negotiator
Department of Personnel Administration



Paulette Baker
Department of Health Services



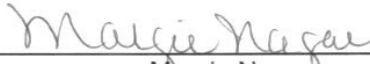
Dan Oliver
Department of Justice



Steve Francis
CDCR



Bruce Arbuckle
Department of Motor Vehicles



Margie Nagae
Department of Social Services



Kami Keszler
Employment Development Department



Marianne Meek
Franchise Tax Board



Tamara Torrey
State Compensation Insurance Fund



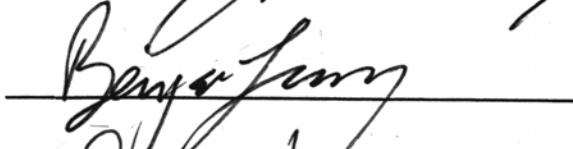
Jessica De Hart
California Highway Patrol

SIGNATURE PAGE
Service Employees International Union, Local 1000

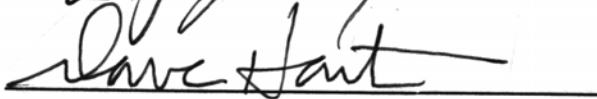
Unit 11-Engineering and Scientific Technicians



Connie Kabeary, Chair
Department of Transportation



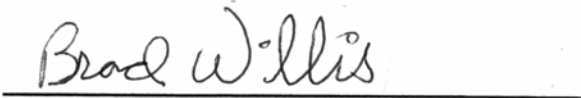
Ben Lenz, Vice Chair
Department of Transportation



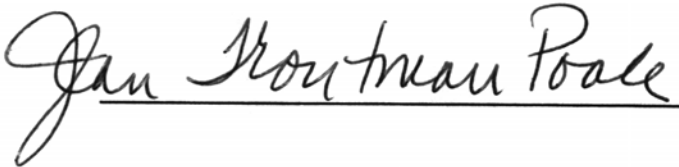
Dave Hart, Alt. Vice Chair
Department of Transportation



Ed Somera
Department of Boating and Waterways



Brad Willis
Department of Fish and Game



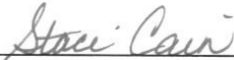
Jean Troutman-Poole
Senior Labor Relations Representative

UNIT 11 SIGNATURE PAGE

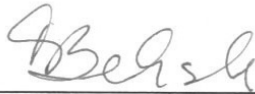
FOR THE STATE OF CALIFORNIA



Debbie True, Chief Negotiator
Department of Personnel Administration



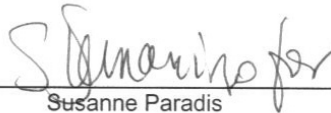
Staci Cain
Air Resources Board



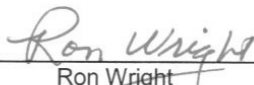
Carol Belisle
Department of Conservation



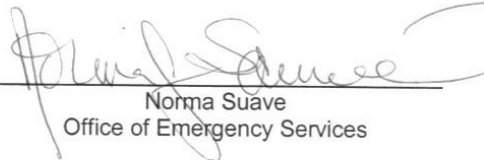
Karen Wroten
Department of Fish and Game



Susanne Paradis
Department of Transportation



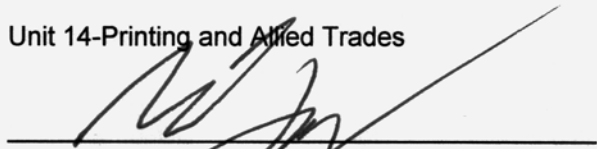
Ron Wright
Department of Water Resources



Norma Suave
Office of Emergency Services

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Service Employees International Union, Local 1000

Unit 14-Printing and Allied Trades



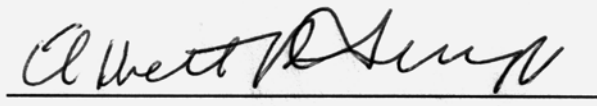
Michael Lopez, Chair
Employment Development Department



Willie Cruz, Vice Chair
Department of Transportation



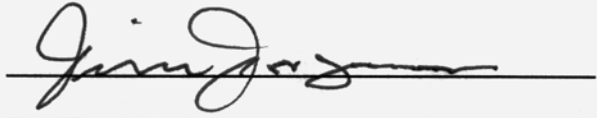
Jeff Fowler, Alt. Vice Chair
Department of Transportation



Al Troyer
Department of General Services



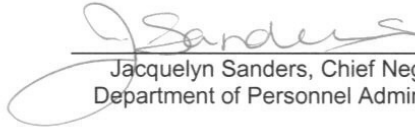
Laverne Archie
Department of Transportation



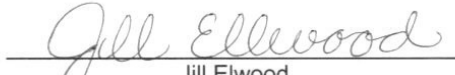
Jim Jorgensen
Senior Labor Relations Representative

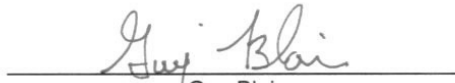
UNIT 14 SIGNATURE PAGE

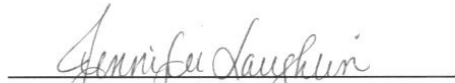
FOR THE STATE OF CALIFORNIA


Jacquelyn Sanders, Chief Negotiator
Department of Personnel Administration

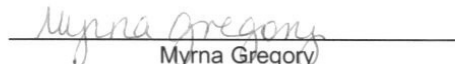

Meg Snavelly
Employment Development Department


Jill Elwood
Department of General Services


Guy Blair
Department of General Services
Office of State Printer


Jennifer Laughlin
State Compensation Insurance Fund


Sandra Samaniego
Department of Transportation

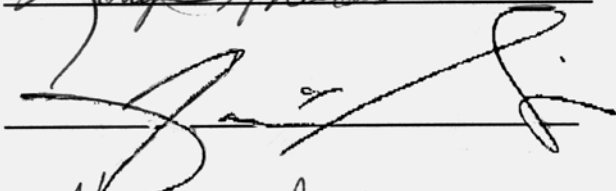

Myrna Gregory
Department of Personnel Administration

SIGNATURE PAGE
Service Employees International Union, Local 1000

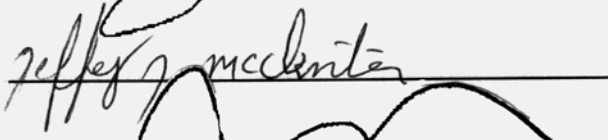
Unit 15-Allied Services



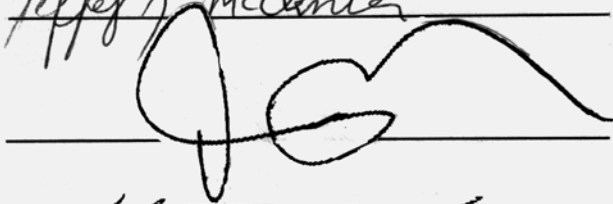
Robyn Sherles, Chair
CDCR, Adult



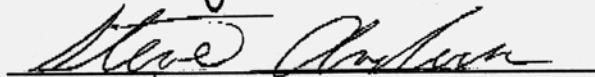
Janet Smith, Vice Chair
CDCR, Adult



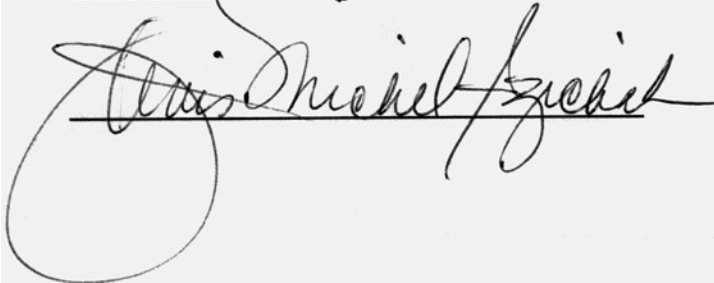
Jeffery McClinton, Alt. Vice Chair
Department of General Services



Denise O'Donoghue
CDCR, Adult



Steve Anderson
CDCR, Adult



Janis Mickel-Szichak
Midtown Area Coordinator

UNIT 15 SIGNATURE PAGE

FOR THE STATE OF CALIFORNIA



Steve Francis
California Department of Corrections and Rehabilitation



Shawn Ramirez
Department of Developmental Services



Jinny Munro
Department of General Services



Donna Turner
Department of General Services



Roger Kemmerle
Department of Mental Health



Franklin C. Marr, Chief Negotiator
Department of Personnel Administration

SIGNATURE PAGE

Service Employees International Union, Local 1000

Unit 17-Registered Nurses

Nancy L. Lyerla

Nancy Lyerla, Chair
CDCR, Division of Juvenile Justice

Kimberly Cowart

Kimberly Cowart, Vice Chair
Department of Mental Health

Diane Koehler

Diane Koehler, Alt. Vice Chair
Department of Health Services

Dianne Bradford

Dianne Bradford
Department of Health Services

Gloria Pacleb-Cadiz

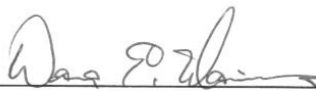
Gloria Pacleb-Cadiz
CDCR, Adult

John Simmons

John Simmons
Contract Department Director

UNIT 17 SIGNATURE PAGE

FOR THE STATE OF CALIFORNIA



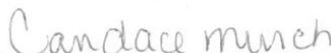
Dana Manning
Department of Education



Shawn Ramirez
Department of Developmental Services



Kathy Howard
Department of Health Services



Candace Murch
Department of Mental Health



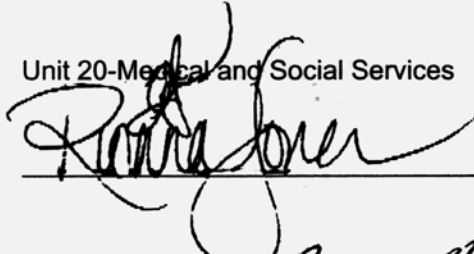
Angie Mejia
Department of Veterans Affairs




Brian E. Lear, Chief Negotiator
Department of Personnel Administration

SIGNATURE PAGE
Service Employees International Union, Local 1000

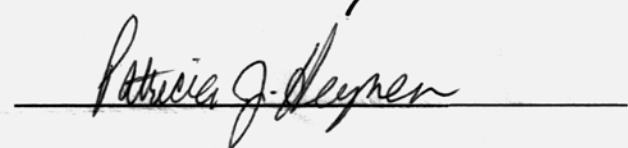
Unit 20-Medical and Social Services



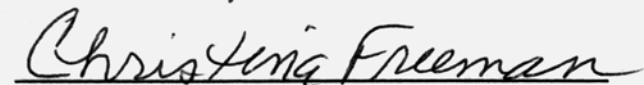
Rionna Jones, Chair
CDCR, Adult



Latoya Brown, Vice Chair
Department of Mental Health



Patti Heynen
State Special Schools, Riverside



Christina Freeman
Department of Veteran's Affairs




John Simmons
Contract Department Director


UNIT 20 SIGNATURE PAGE

FOR THE STATE OF CALIFORNIA

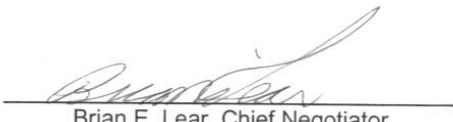

Shawn Ramirez
Department of Developmental Services


Vicki King
Department of Education
California School for the Deaf


Dana Manning
Department of Education


Steven A. Lederer
Department of Mental Health


Angie Mejia
Department of Veterans Affairs

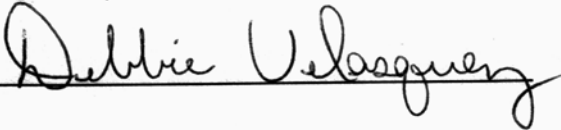

Brian E. Lear, Chief Negotiator
Department of Personnel Administration

SIGNATURE PAGE
Service Employees International Union, Local 1000

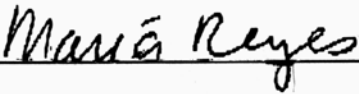
Unit 21-Educational Consultant and Library



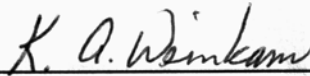
Audrey Dodds, Chair
California State Library



Debbie Velasquez, Vice Chair
CA Community Colleges- Bd. Of Governors



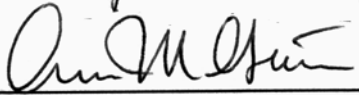
Maria Reyes, Alt. Vice Chair
Department of Education



Kay Weinkam
Department of Consumer Affairs



Terry Lawhead
CA Community Colleges – Bd. Of Governors



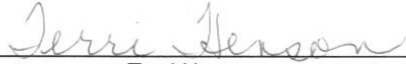
Anne Giese
Staff Attorney




Jim Jorgensen
Senior Labor Relations Representative

UNIT 21 SIGNATURE PAGE

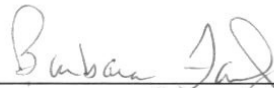
FOR THE STATE OF CALIFORNIA



Terri Henson
Department of Education



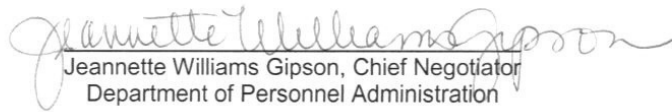
Angela Acker
Department of Education



Barbara Farley
California Community Colleges Chancellor's Office



Renee Luchini
California State Library



Jeannette Williams Gipson, Chief Negotiator
Department of Personnel Administration