

PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to sections 19815.4 and 3517 of the Government Code, and Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

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

ARTICLE 1 – RECOGNITION

1.1 Recognition

- 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 the salary schedule 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.
- 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 Human Resources (CalHR) or their designee as the negotiating representative for the State and shall negotiate exclusively with the director or their 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.

- 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.
- 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 Human Resources (CalHR) or their designee as the negotiating representative for the State and shall negotiate exclusively with the

director or their 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.

- 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 the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 4 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 Human Resources (CalHR) or their designee as the negotiating representative for the State and shall negotiate exclusively with the director or their 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.

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 the salary schedule 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.

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 Department of Human Resources (CalHR) or their designee as the negotiating representative for the State and shall negotiate exclusively with the director or their 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.

- 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 the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 14 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 Human Resources (CalHR) or their designee as the negotiating representative for the State and shall negotiate exclusively with the director or their 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.

- A. (Unit 15) Pursuant to Public Employment Relations Board (PERB) Decision 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 the salary schedule 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.
- 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 Human Resources (CalHR) or their designee as the negotiating representative for the State and shall negotiate exclusively with the director or their 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.

- A. (Unit 17) 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 the salary schedule 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 the employee's 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 Human Resources (CalHR) or their designee as the negotiating representative for the State and shall negotiate exclusively with the director or their designee, except as otherwise specifically spelled out in the Contract.
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- 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 the salary schedule 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.

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 Human Resources (CalHR) or their designee as the negotiating representative for the State and shall negotiate exclusively with the director or their 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.

A. (Unit 21) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-21, 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 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 Human Resources (CalHR) or their designee as the negotiating representative for the State and shall negotiate exclusively with the director or their 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.

1.2.1 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 six hundred and twenty-five (625) positions as confidential. All incumbents in confidential positions shall remain in those positions. This limit shall include positions already designated by the Public Employment Relations Board (PERB). Each appointing power may have at least one position designated as confidential.
- D. If the State proposes to designate positions as confidential, the State shall provide notice to the Union and shall meet and confer with the Union upon request.
- 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 CalHR. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.

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, 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 three hundred (300) Unit 4 positions as confidential. All incumbents in confidential positions shall remain in those positions. The three hundred (300) number shall be reached through attrition. This limit shall include positions already designated by the Public Employment Relations Board (PERB). Each appointing power may have at least one position designated as confidential.
- D. If the State proposes to designate positions as confidential, the State shall provide notice to the Union and shall meet and confer with the Union upon request. If the parties are unable to agree, the

confidential designation dispute shall be submitted to PERB for resolution.

- E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned or designated into a confidential position.
- F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including name, classification, and position number; 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 CalHR level.

ARTICLE 2 – UNION REPRESENTATIVES

2.1 Union Representatives

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

4. Matters scheduled for hearing by Victim Compensation and Government Claims Board;
 5. Matters pending before the State Personnel Board (SPB);
 6. AWOLs and appeals to set aside resignations;
 7. Discussions with management regarding reasonable accommodation;
 8. The CalHR 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 the steward's 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. 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 the CalHR step of the grievance procedure.
- D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all worksites within the DLC. When the area of representation is within close proximity section C shall be observed, otherwise this leave will be union paid leave.

The Union representatives shall provide reasonable advance notice based on the circumstances requiring representation under 2.1(A).

2.2 Access

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

2.3 Use of State Equipment

- A. Union stewards shall be permitted reasonable use of State phones and video phones (VP)/telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in

section 2.1, if said equipment is available and utilized as a normal part of the employee's 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, copiers, and multi-function devices for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.
- D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

2.4 Distribution of Union Information (Excludes Units 14 and 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.

2.4.14 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 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 communication systems, 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 systems 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 the employees' 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 the posters 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.

2.4.17 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 the bulletin boards 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. The Union 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 agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

2.5 Use of State Facilities

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional

expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

2.6 Steward Time Off

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

2.7 Employee Time Off

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

2.8 Union Steward Protection

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

Grievances under this section shall be filed at the first formal level of the grievance process. If the allegations are against the employee's immediate supervisor and the immediate supervisor is the first formal level, then the grievance may be filed at the next level of supervision.

2.9 Union Information Packets

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

The parties agree that the hold harmless and indemnification provisions in section 3.2 (H) and (I) apply to this section.

2.10 Orientation

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) 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 twenty (20) minutes during normal working hours for orientation to the Contract and the Union.
- C. 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 Negotiating Committee Member Time Off

The appropriate bargaining unit chair, vice chair, or a designated negotiating committee member, not all, shall suffer no loss in the

employee's regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

2.12 Electronic Device Access (Cellular Device) – Department of Corrections (CDCR) and California Correctional Health Care Services (CCHCS)

SEIU Local 1000 District Labor Council (DLC) executive board members and one steward, per watch, per worksite, institution or facility will be allowed to bring an authorized cellular device within the security areas of worksites, institutions or facilities for the purposes of SEIU representation upon written notification and approval of the Appointing Authority. Required information regarding the authorized device will be provided to the local Labor Relations Analyst (LRA) or Labor Relations Officer (LRO). The list will include the device owner's name, the type of the device (make, model and serial number, IMEI/EUIMID/MEI/ESN/ICCID number), cellular provider, cellular number, and any device identifier needed to ensure the device is operational in the worksites, institutions and/or facilities or required by departmental policies or regulations.

The employee shall be responsible to immediately provide the local LRA or LRO with updated information when an approved device is removed or replaced. The use of the authorized cellular device shall be in line with department policies and regulations and shall not interfere with the conduct of State business. Photographs, videos or recordings are prohibited.

Violations of departmental policies and regulations could result in the authorized cellular device being seized, retained and subject to search.

This section is grievable to the department level.

ARTICLE 3 – UNION SECURITY

3.1 Union Security

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. The State and the Union agree that a system of authorized dues deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, and 3515.7, subject to the following provisions:

1. An employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union at any time.
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. No provisions of this section or any disputes arising there under shall be subject to the grievance and arbitration procedure contained in this Contract.

3.2 Release of Home Addresses: Non Law Enforcement Employees

A. Home Addresses – Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
2. Notwithstanding any other provision of this Contract, any employee may have the employee's home address withheld from the Union at any time by submitting a written request to the employee's 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 the employee's home address withheld from the Union. Instead, bargaining unit employees will, upon request on the employee's own initiative, be given a separate form by the employee's appointing power that permits two choices: (1) withhold the employee's address from the Union, or (2) to cancel a previous withhold request thereby permitting release of the employee's 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 the employee's home address be withheld. The letter will provide said employees with the option of canceling the employee's previous withhold request thereby permitting release of the employee's home address to the Union.

D. Release and Use of Addresses

The State Controller's Office (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 the employee wanted to continue withholding the employee's 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 the employee's 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.

3.3.14 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

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

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

ARTICLE 5 – GENERAL PERVISIONS

5.1 No Strike

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

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

5.2 No Lockout

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

5.3 Individual Agreements Prohibited

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

5.4 Savings Clause

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

5.5 Reprisals

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

5.6 Supersession

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

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 California Department of Human Resource (CalHR) 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 Establishes Personal Holiday.

4. Vacation

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

19856.1 Allows CalHR 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 CalHR 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 CalHR to provide by rule for sick leave without pay for employees who have used up the employee's 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 CalHR 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 CalHR 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 procedure; determination and payment of benefits.

19885 Authorizes CalHR to establish rules governing NDI.

9. Life Insurance

21600 Establishes group term life insurance benefits.

21604 Provides for Death Benefit from California Public Employees' Retirement System (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.

22871.3 Sets employer contribution.

11. Work Week

19843 Establishes Work Week Groups.

19851 Sets 40-hour work week and eight-hour day.

12. Overtime

19844 Directs CalHR 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 CalHR 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 the employee's salary to participate in a tax-advantaged retirement savings 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 CalHR 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 requires a change in residence.

19. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to CalHR 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 employees' duties; provides for identification of and prohibits such activities.

21. Training

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

19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

5.7 Non-Discrimination

A. No State employee shall be discriminated against or harassed in State employment consistent with applicable State and Federal Employment Laws.

B. At the employee's discretion, allegations of discrimination or harassment based upon disability and/or medical condition, or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, and/or may be pursued with the State Personnel Board (SPB) through the complaint procedure specified by the SPB, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

C. At the employee's discretion, other allegations of discrimination or harassment may be subject to the grievance procedure up to the third level, and/or may be pursued with the DFEH, and/or the Federal EEOC.

D. 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.

E. 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 the employee's rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure.

5.8 Sexual Harassment

A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.

B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, and/or may be appealed to the California Civil Rights Department (CRD), 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 the employee's rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedures in Article 6.

5.9 INTENTIONALLY EXCLUDED

5.10 Labor Management Committees

A. The State and SEIU encourage the use of Labor Management Committees to address issues of mutual concern in a problem solving context. Upon request of either party, a Joint Labor Management Committee (JLMC) shall be established to address specific or ongoing issues such as:

1. Workload.
2. Productivity.
3. Making the worksite more efficient and effective.
4. Improving the quality of service.

B. An established JLMC shall adhere to the following guidelines:

1. The JLMC will consist of equal reasonable number of management representatives selected by the department head or designee and Union representatives selected by the Union.
2. JLMC recommendations, if any, will be advisory in nature.
3. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure or professional practice groups.
4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the committee.
5. Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

5.15.4 Department of Motor Vehicles (DMV) Joint Labor Management Committee (Unit 4)

The State and the Union agree to create a Joint Labor Management Committee (JLMC) for Bargaining Unit 4. The JLMC agrees to meet at least quarterly to address statewide workplace issues pursuant to Article 5, section 5.10, Labor Management Committee.

5.11 Dignity Clause

The State is committed to providing a workplace where all employees, regardless of the employee's classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity, courtesy, and respect. Employees alleging they have not been treated accordingly may file a grievance. The decision reached at Step 3 (CalHR) shall be final.

5.12 Upward Mobility Program

Each department shall establish and maintain an upward mobility program consistent with CalHR Regulations. At the request of the Union, the department shall meet to discuss the department's 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 CalHR regulations.

5.13.1 Correctional Case Records Analyst Workload Committee (Unit 1)

The State and the Union agree to continue the Joint Labor Management Committee (JLMC) to review the Correctional Case Records Analyst workload, mandatory overtime and training. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the JLMC shall be one (1) individual selected by the Union and one (1) individual selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

The JLMC shall meet at a minimum of at least once per quarter. The JLMC by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The JLMC members shall discuss and make recommendations on the following:

- A. Workload;
- B. Alternatives to mandatory overtime;
- C. Training.

The JLMC may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

5.13.4 Upward Mobility Task Force (Unit 4)

SEIU Local 1000 (the Union) and the State of California (the State) agree to continue the Upward Mobility Task Force (Task Force), with the goal of jointly reviewing, creating and recommending common “best practices” in the following Upward Mobility Program areas in all departments.

- Promoting Upward Mobility awareness
- Application and approval process
- Accurate tracking and reporting of Upward Mobility metrics
- Achieving compliance with GC 19400 – 19406 and CCR 599.981 – 599.986

The Union and the State shall each be entitled to select a maximum of five (5) representatives. The Union and the State shall select its own corresponding representatives. The Co-Chairs of the Task Force shall be one (1) Task Force member selected by the Union and one (1) Task Force member selected by the State. The Co-Chairs shall meet to select at least two (2) but no more than four (4) departments and determine a meeting date. California Department of Human Resources (CalHR) agrees to facilitate departmental participation. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Task Force members and employee subject matter experts shall serve without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of

attending the meeting. The Task Force shall meet biannually or more often as agreed to by the Co-Chairs.

The Co-Chairs shall finalize an agenda at least five (5) days in advance of the meeting.

5.13.14 INTENTIONALLY EXCLUDED

5.14.1 Guide, Historical Monument Joint Labor Management Committee (JLMC) – California Department of Parks and Recreation (Unit 1)

A. The purpose of the Joint Labor Management Committee (JLMC) shall be to provide a forum for the California Department of Parks and Recreation (Department) and Service Employees International Union Local 1000 (Union) to discuss the workload, overtime, safety issues, and training for the Guide, Historical Monument classification.

B. The JLMC shall meet up to twice per year. The State and Union shall each be entitled to select a maximum of five (5) representatives. The Department and Union shall each select its own representatives. The Co-Chairs of the JLMC shall be one (1) individual selected by the Union and one (1) individual selected by the Department. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussion. JLMC members and employee subject matter experts shall serve without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

C. One (1) JLMC meeting will be held in Sacramento and one (1) will be held at Hearst Castle.

D. The JLMC by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Department and Union shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The Department shall respond to the information requested before each scheduled meeting date.

The JLMC shall develop mutual written reports after concerns are discussed. The written reports may include, but are not limited to, a

discussion of the concern(s) and any joint recommendations. Such reports shall be sent to the Director of the California Department of Parks and Recreation, or their designee, for review and possible implementation.

5.14.14 BU 14 Upward Mobility Joint Labor Management Committee (Unit 14)

- A. Within sixty (60) days of contract ratification the State and the Union agree to continue the Joint Labor Management Committee (JLMC) on Upward Mobility to assist departments in complying with the department's upward mobility requirements.
- B. The BU 14 JLMC on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by CalHR and four (4) Union members selected by the Union. The JLMC 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 JLMC will meet quarterly. Members of the committee will be granted state release time for all committee meetings.
- D. The JLMC will develop a handbook identifying outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The JLMC may 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 the department's 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.

5.15.1 Joint Labor Management Committee – Employment Development Department (EDD) Workforce Services Branch (WSB) Job Service Field Division (JS) and Unemployment Insurance Branch (UIB) Employment Program Representatives (EPR) and Disability Insurance Branch (DIB) Disability Insurance Program Representatives (DIPR) (Unit 1)

The purpose of the Joint Labor/Management Committee (JLMC) shall be to provide a forum for EDD (State) and Service Employees

International Union Local 1000 (Union) to discuss workload concerns and promote quality customer service.

The JLMC shall meet at a minimum of at least once per quarter. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same branch. The Co-Chairs of the JLMC shall be one (1) individual selected by the Union and one (1) individual selected by the EDD. The State agrees that the Union representatives who are EDD employees will serve and participate on the JLMC without loss of compensation.

The JLMC by mutual agreement shall determine its meeting schedule, ground rules and agenda. The State and Union shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. EDD shall respond to the information requested before each scheduled meeting date.

The JLMC may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern and any joint recommendations.

This article does not abridge nor limit the exercise of management's rights as articulated in Article 4, State's Rights.

5.15.3 INTENTIONALLY EXCLUDED

5.15.11 Joint Labor Management Committee (JLMC) (Unit 11)

The purpose of the Joint Labor Management Committee (JLMC) shall be to provide a forum for SEIU Local 1000 Unit 11 and the State to address issues of mutual interest. The committee shall include representatives of management from California Department of Transportation, Department of Water Resources, Department of Fish and Wildlife, Department of Food and Agriculture, and Air Resources Board, and a representative from the CalHR to meet quarterly to discuss issues of concern to the employees represented by the Union. Issues of concern to Unit 11 employees in other departments may also be raised at the JLMC. Issues to be discussed shall include but not limited to:

- a. Architectural and Engineering: training and upward mobility.

- b. Classification Issues: review and discuss concerns regarding existing classification specifications and/or title structures relative to the duties assigned to employees and/or the needs of the State.
- c. Health and Safety: issues impacting Unit 11 employees in multiple departments or issues that are unresolved by Departmental Health and Safety Committees.

The JLMC shall meet at a minimum of at least once per quarter, and shall meet for a sufficient amount of time to properly address the issues. The State and the Union shall each be entitled to select a maximum of six (6) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same department. The Co-Chairs of the JLMC shall be one individual selected by the Union and a CalHR representative. The Co-Chairs shall agree on an agenda fourteen (14) calendar days in advance of the meeting. The JLMC shall by mutual agreement determine the meeting schedule and the ground rules. Once an issue has been discussed it shall not be the topic of a subsequent meeting except with mutual concurrence. The State agrees that the Union representatives shall participate on the JLMC without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

5.16.1 Disability Determination Services Division (DDSD) Joint Labor Management Committee (Unit 1)

The State and the Union agree to continue a Joint Labor Management Committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by Disability Evaluation Analysts (DEAs) who work in the Disability Determination Services Division (DDSD) of the California Department of Social Services (CDSS).

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation. The JLMC agrees to meet at least once semi-annually. The JLMC, by mutual agreement, shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen

(14) days in advance of the meeting. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The JLMC shall discuss specific and ongoing issues such as:

- A. Workload
- B. Overtime
- C. Training, career advancement and upward mobility
- D. Improving the quality of service
- E. Productivity

The JLMC may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

5.16.4 Disability Determination Services Division (DDSD) Joint Labor Management Committee (Unit 4)

A. Joint Labor Management Committee

The State and the Union agree to continue a Joint Labor Management Committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by Program Technicians (PTs) who work in the Disability Determination Services Division (DDSD) of the California Department of Social Services (CDSS).

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

The JLMC agrees to meet at least semi-annually. The JLMC, by mutual agreement, shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. JLMC

meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The JLMC shall discuss specific and ongoing issues such as:

1. Workload
2. Overtime
3. Training, career advancement and upward mobility
4. Improving the quality of service
5. Productivity

The JLMC may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

5.16.15 Custodian Joint Labor Management Committee (Unit 15)

The State agrees to establish a Joint Labor Management Committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by the Custodians who work in the Department of General Services (DGS), the California Department of Veterans Affairs (CalVet), the Department of State Hospitals (DSH), the California Highway Patrol (CHP), the Employment Development Department (EDD), the California State Lottery (CSL), the California Department of Education (CDE), the Department of Developmental Services (DDS), the California Department of Motor Vehicles (DMV), the California Department of Corrections and Rehabilitation (CDCR), the California Correctional Health Care Services (CCHCS), and the California Prison Industry Authority (CalPIA). Topics include but shall not be limited to duties performed, equipment operated, cleaning methods utilized, and individual custodial cleaning requirements unique to individual worksites. No less than thirty (30) calendar days prior to meeting, the Union shall notify the State of the departments that will attend the JLMC. Upon the Union's request, CalHR shall assist with notifying the departments of the meeting date(s), start time, and meeting locations. The Union shall provide the State with an agenda of the meeting no less than five (5) days prior to meeting and each party attending the committee may have up to five (5) representatives. The JLMC shall meet at least quarterly. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a

reasonable amount of State paid release time. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

5.17.1 Recruitment and Retention Committee (Unit 1)

The State agrees to establish a Recruitment and Retention Committee that shall meet on an annual basis to discuss the recruitment and retention issues of Bargaining Unit 1 classifications.

The Committee shall consist of ten (10) members: five (5) selected by the State and five (5) selected by the Union.

Committee members or expert witnesses required by the Committee shall serve without loss of compensation.

The Committee shall review no more than ten (10) classifications annually. The review shall include a comparison of compensation (e.g. salary, other pay items, compensated leave, health benefits, pension benefits, and retiree health benefits) as well as vacancy rates (both historical and current).

If the Committee agrees that pay equity adjustments are recommended for the effective recruitment and retention of particular classifications, the State and the Union shall mutually report their findings to the Director of the California Department of Human Resources (CalHR). The Director of CalHR shall report these findings to the administration.

All disputes relating to this article are not grievable or arbitrable.

5.17.17 Classification Recruitment and Retention Committee (Unit 17)

The State agrees to establish a Recruitment and Retention Committee that shall meet on an annual basis to discuss the recruitment and retention issues of Bargaining Unit 17 classifications.

The Committee shall consist of six (6) members: three (3) selected by the State and three (3) selected by the Union.

Committee members or expert witnesses required by the Committee shall serve without loss of compensation.

The Committee shall review no more than six (6) classifications annually. The review shall include a comparison of compensation (e.g. salary, other pay items, compensated leave, and education) as well as vacancy rates (both historical and current).

If the Committee agrees that pay equity adjustments are recommended for the effective recruitment and retention of particular classifications, the State and the Union shall mutually report their findings to the Director of the

California Department of Human Resources (CalHR). The Director of CalHR shall report these findings to the Administration.
All disputes relating to this Article are not grievable or arbitrable.

5.18.14 Joint Labor Management Committee (JLMC) – Office of State Publishing (OSP) (Unit 14)

The parties agree to establish a JLMC to make recommendations on the future of the printing trades in Bargaining Unit 14.

The JLMC will focus on industry trends for the future growth of OSP through technological innovation, digital media production, web-to-print applications, equipment, and training.

The JLMC shall be comprised of four (4) Union representatives and four (4) management representatives. Union representatives shall serve without loss of compensation.

5.18.15 Food Service Workers Joint Labor Management Committees (Unit 15)

A. The State agrees to establish a Joint Labor Management Committees (JLMC) with the departments in sub-sections B and C of this section, to discuss issues of mutual concern in a problem solving context regarding work performed by the food service workers. Topics include but shall not be limited to recruitment and retention, duties performed, equipment operated, and individual food service worker requirements unique to individual worksites. No less than thirty (30) calendar days prior to meeting, the Union shall notify the State of the departments that will attend the JLMC. Upon the Union's request, CalHR shall assist with notifying the departments of the meeting date(s), start time, and meeting location. The Union shall provide the State with an agenda of the meeting no less than five (5) days prior to meeting and each party attending the JLMC may have up to six (6) representatives. The JLMC shall meet at least quarterly. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

B. Department of State Hospitals (DSH), the Department of Developmental Services (DDS), the California Department of Veterans Affairs (CalVet), the California Highway Patrol (CHP), the California Conservation Corps (CCC),

and the California Department of Education (CDE) will have a separate JLMC to discuss topics in section A.

C. California Department of Corrections and Rehabilitation (CDCR) and California Correctional Health Care Services (CCHCS) will have a separate JLMC to discuss topics in section A.

5.18.20 Labor Management Committee, California School for the Deaf, Riverside (Unit 20)

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.

5.19.3 Bargaining Unit 3 Classification and Compensation Committee (Unit 3)

The purpose of the committee shall be for SEIU Local 1000, Bargaining Unit 3 (BU3) and the State to discuss topics related to compensation, classification, credentialing and related issues as they affect the recruitment and retention of highly skilled educators in State service.

The committee shall include three (3) standing members named by the Union and at least one (1) representative each for CalHR, CDCR and CDE. By mutual agreement, additional representatives selected by the Union and by CalHR will join the committee on behalf of rank and file and management in the following departments and divisions: CDCR/OCE, CDCR/DJJ-ESB, CDE, DDS, DSH, and DOR. Expert witnesses may also be invited by the committee.

The committee shall be co-chaired by one (1) individual selected by the Union and one (1) individual selected by CalHR. The Union and CalHR will agree on the agenda for each meeting at least fourteen (14) days in advance. The State shall send representatives with expertise relevant to the subjects on the agenda for each meeting. The committee shall, by mutual agreement, determine the meeting schedule and ground rules. The committee shall meet at least once every three (3) months, and shall convene its first meeting no later than ninety (90) days after ratification of the Memorandum of Understanding (MOU).

The State agrees that Union representatives and expert witnesses shall serve on the committee with no loss of compensation or benefits. The State shall not incur any costs associated with travel expenses as a result of participation in the committee.

The Union and the State agree to address the following subjects, without excluding issues that may arise while the current MOU is in effect, and to endeavor to resolve challenges:

1. Cross-training and career mobility for credentialed educators
2. Applicability and standardization of the academic compensation model to all BU3 classifications, including librarians
3. Standardization of CDCR teacher salary schedules
4. Differentials and stipends
5. Succession planning

5.20.1 Information Technology Joint Apprenticeship Committee

The Information Technology Joint Apprenticeship Committee (IT JAC) will replace the Joint Labor Management IT Training Committee.

The IT JAC will consist of eight (8) members: four (4) management members selected by the State and four (4) Union members selected by the Union. Dates and times of meetings and agendas shall be mutually determined by the members of the committee. The purpose of the IT JAC is to provide 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 IT JAC will research all available sources for IT training, review the program for appropriate usage and make recommendations to State departments for their use.

The IT JAC will meet at least every two (2) months. Members of the IT JAC will be granted state release time for all committee meetings.

5.21.1 IT Reclassification Committee (Unit 1)

Negotiations between the parties will continue under the provisions of section 14.1.

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.
- F. A grievance conference is a meeting that can be held at any step of the grievance process in an attempt to settle the grievance.

6.3 Time Limits

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

6.4 Waiver of Steps

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

6.5 Presentation

At any step of the grievance procedure, the State representative, grievant(s), Union representative or the Union steward may request a grievance conference. The grievant(s) and steward(s) shall attend without loss of compensation.

6.6 Informal Discussion

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

6.7 Formal Grievance – Step 1

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than thirty (30) 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 and may request a grievance conference. Upon request, the parties shall meet within ten (10) days of receiving such a request to discuss settlement of the grievance. Unless otherwise agreed, the timelines set forth in Article 6 shall not be changed as a result of the scheduling of such meeting. The grievant(s) and steward(s) shall attend without loss of compensation.
- C. Within thirty (30) 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 grievant. A copy of the written response shall be sent concurrently to SEIU Local 1000 headquarters by the department head or designee.
- D. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

6.8 Formal Grievance – Step 2

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within thirty (30) calendar days after receipt to the department head or designee.

B. Within thirty (30) 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.

6.9 Formal Grievance – Step 3

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

B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the CalHR 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 forty-five (45) 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 the arbitrator's decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put the arbitrator's 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

Upon request of either party, the State and Union shall meet monthly 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 CalHR, 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 section 19996.2.

6.14 Mini-Arbitration Procedure

The parties agree to continue to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall continue for the duration of the agreement.

- 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 a mini arbitration hearing date shall be scheduled at least four (4) times in a fiscal year. The parties agree to meet within forty-five (45) days from the date the legislature ratifies this MOU to select four (4) dates for this mini-arbitration process. The parties may cancel or add additional dates by mutual agreement.
- B. Within forty-five (45) days of this Agreement's ratification by the Legislature, the parties shall appoint a standing panel of four (4) arbitrators for the mini-arbitration process. Each party shall assign two (2) arbitrators to the mini-arbitration panel. The arbitrators shall be listed in alphabetical order by last name and be assigned to hear grievances on a continuous rotation.
- 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. The parties shall schedule the earliest available date provided by the arbitrator that is feasible for both parties.
 2. The parties shall attempt to prepare a written stipulation of undisputed facts prior to arbitration. The arbitrator shall only take testimonial and/or documentary evidence relevant to those facts which remain in dispute.

3. The presentation of each grievance shall include an opening statement, the submission of documentary and testimonial evidence, and a closing argument. Each party will designate no more than one (1) spokesperson to present their case to the arbitrator. In addition, each party shall be limited to two (2) witnesses per case unless by mutual stipulation, in which case, the parties may call additional witnesses.
4. The arbitrator shall make their 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. There shall be a stenographic record or transcripts of the hearings.
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

A. Full-time and part-time employees, except civil service exempt Unit 3 employees in the California Department of Education (CDE), shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

B. Premium holidays shall include: January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day, and December 25.

Regular holidays shall include: the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

The holidays are observed on the actual day the holiday occurs 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 a Sunday, the following Monday, not Sunday, shall be treated as the holiday for purposes of this Article.
 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 the employee's initial probationary period in State service, a full-time or part-time employee shall be entitled to one (1) personal holiday per fiscal year. Employees working part-time shall be entitled to the personal holiday, on a prorated basis in accordance with the chart shown in section 7.1(L). 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 the employee's personal holiday on the day of the employee's desire subject to operational need.
- F. An employee shall accrue eight (8) hours of holiday credit when an observed premium or regular holiday falls on the employee's regularly scheduled day off and the employee is excused from work.
- G. When a full-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive eight (8) 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. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day, and December 25.
 - 1. Holiday premium pay, calculated at one and one-half (1½) times the applicable hourly rate for hours worked on January 1, last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25, shall count towards any premium overtime compensation earned during the same workweek. Section K satisfies the provision of Article 19.2 Overtime.
 - 2. Notwithstanding subdivision B above, when a premium holiday falls on a Sunday and the employee is required to work on the Sunday, the employee shall be paid one and

one-half (1½) times for all hours worked. Employees shall not receive one and one-half (1½) times for hours worked on the Monday following the Sunday holiday.

When a full-time employee in Work Week Group 2 is required to work on a regular holiday, the employee shall receive eight (8) hours of holiday credit and the employee's regular 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. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

H. Work Week Group E or SE Employees: If a full-time employee is required to work on a premium holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25.

Work Week Group E or SE Employees: If a full-time employee is required to work on a regular holiday, the employee shall receive regular rate of pay and eight (8) hours of holiday credit. The regular holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, and the day after Thanksgiving.

- I. When a part-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive a prorated amount of holiday credit as specified in the chart 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. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25.

When a part-time employee in Work Week Group 2 is required to work on a regular holiday, the employee shall receive a prorated amount of holiday credit as specified in the chart below and the employee's regular 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. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

- J. Work Week Group E or SE Employees: If a part-time employee is required to work on a premium holiday, the employee shall receive a prorated amount of holiday credit as specified in the chart below and one (1) hour of informal time off for every two (2) hours worked. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25.

Work Week Group E or SE Employees: If a part-time employee is required to work on a regular holiday, the employee shall receive regular rate of pay and a prorated amount of holiday credit as specified in the chart below. The regular holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, and the day after Thanksgiving.

- K. Employees in Work Week Group 2 who are required to work overtime on a holiday shall be paid in accordance with the provisions of section 19.2.
- L. Employees shall receive compensation for holidays in accordance with the following:

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

TIME BASE	HOURS OF MONTHLY VACATION OR ANNUAL LEAVE CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK HOLIDAY CREDIT
	7	10	11	12	13	14	16	17	18	
9/10	6.30	9.00	9.90	10.80	11.70	12.60	14.40	15.30	16.20	7.20
7/10	4.90	7.00	7.70	8.40	9.10	9.80	11.20	11.90	12.60	5.60
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.80	5.10	5.40	2.40
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.60	1.70	1.80	0.80
7/8	6.13	8.75	9.63	10.50	11.38	12.25	14.00	14.88	15.75	7.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	12.00	12.75	13.50	6.00
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10.00	10.63	11.25	5.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	8.00	8.50	9.00	4.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	6.00	6.38	6.75	3.00

1/4	1.75	2.50	2.75	3.00	3.25	3.50	4.00	4.25	4.50	2.00
1/8	0.88	1.25	1.38	1.50	1.63	1.75	2.00	2.13	2.25	1.00
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.80	13.60	14.40	6.40
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.60	10.20	10.80	4.80
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.40	6.80	7.20	3.20
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.20	3.40	3.60	1.60

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

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

7.2.20 Holidays – State Special Schools (Residential Counselors and Night Attendants) (Unit 20)

This section applies only to the Residential Counselors and Night Attendants at the State Special Schools, California Department of Education.

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 the employee's 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 when the employee exercises this option.

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. Less than full-time employees shall be allowed, on a pro-rata basis, the fractional part of the bonus vacation credit. Thereafter, for each additional qualifying monthly pay period, full-time employees 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 the employee's 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 above 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. Less than full-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, Sick Leave, of this Contract.
- I. Work Week Group 2 employees may take Vacation/Annual Leave credits in fifteen (15) minute increments.
- J. Work Week Group 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 the employee's 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 the employee's 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 the employee's 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 the employee's supervisor for approval a plan to use Vacation/Annual Leave to bring the employee's 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.

Q. Employees may be permitted annually to cash out up to eighty (80) hours of accumulated Vacation/Annual Leave as follows:

On or before May 1 of each year, starting in the 2017 calendar year, each department head (Director, Executive Officer, etc.) or designee will advise department employees whether the department has funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to cash out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.

8.2 Sick Leave

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

1. Illness or injury, including illness or injury relating to pregnancy;
2. Exposure to a contagious disease which is determined by a physician to require absence from work;
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.
 - a. Labor Code 245.5 defines family member as any of the following: a child, meaning a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the

employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, as well as a spouse, registered domestic partner, grandparent, grandchild and a sibling.

5. Labor Code 246.5 allows the use of sick leave for an employee who is a victim of domestic violence, sexual assault, or stalking.

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 the employee's 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.

The State recognizes the confidential nature of the relationship between the health care provider and patient and if verification is required it shall be limited to the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of the employee’s normal work

assignment and anticipated future absences. If the department head or designee does not consider the verification adequate, the request for sick leave may be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

- 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 the employee's right to use sick leave based solely on the amount of use.
- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.
- H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.
- I. When an employee's sick leave balance is zero, other leave

credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

J. Time during which an employee is excused from work because of sick leave shall not be considered as time worked for purposes of calculating overtime.

K. Disabled Veterans Credit

1. In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who is a veteran with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for the employee's service-connected disability. Credit for sick leave granted under this paragraph shall be credited to qualifying officer or employee on the first day of employment and shall remain available for use for the following twelve (12) months of employment. Sick leave credited pursuant to this paragraph that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to the rules adopted by

the department.

2. In addition to any other entitlement for sick leave with pay, a state officer or employee who serves as a member of the California National Guard or Federal Military Reserve Force who is called up to active service and as a result sustains a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for the employee's service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs or on the first day that the qualifying employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment. Sick leave credited under this paragraph that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

8.3 Bereavement Leave

A. The amount of bereavement leave related to the death of an immediate family of an employee's spouse shall be the same for the immediate family of a registered domestic partner.

B. Permanent or probationary employees, and non-permanent employees who have been employed for at least 30 days, may take up to five (5) days of unpaid bereavement leave for the death of a spouse/domestic partner, child, parent, stepparent, sibling, grandparent, grandchild, or parent-in-law. Such bereavement leave shall be authorized for up to five (5) days per occurrence. Such bereavement leave shall qualify with pay for specific occurrences pursuant to subsections C below.

The employee may elect to use their accrued annual leave, vacation, sick, CTO, or any other earned leave credits for any unpaid days of leave which do not qualify with pay pursuant to subsections C below.

- C. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee, regardless of their time of service, due to the death of the employee's parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, sibling, stepchild, parent-in-law, child-in-law, sibling-in-law, or death of any person residing in the 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.
- D. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee, regardless of their time of service, due to the death of the employee's aunt, uncle, (parent's sibling), niece, nephew (parent's sibling's child). Such bereavement leave

shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year.

If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from the employee's 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.

- E. The bereavement leave days outlined in Sections B, C, and D do not need to be taken consecutively, but must be requested within three (3) months of the date of death. The employee shall give notice to the employee's immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request. Substantiation includes, but is not limited to, a death certificate, published obituary, written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.
- F. Employees may utilize the employee's annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2. Any such request shall not be arbitrarily or unreasonably denied.
- G. 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 7.1 (L)).

8.4 Parental Leave

A. A 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 the 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 spouse, 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 the employee's newborn child. The employee shall provide medical substantiation to support the employee's 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, the employee shall be allowed to continue the employee's health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

8.5 Adoption Leave

A 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.

- A. During the period of time an employee is on adoption leave, the employee shall be allowed to continue the employee's 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.
- B. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

8.6 Union Leave

A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a Union bargaining council representative, steward, steward-in-training, 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. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.
3. 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 CalHR.
4. A union leave shall assure an employee the right to the employee's former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
5. 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 union leave, within sixty (60) days of billing.

On July 1, 2024, the Union agrees to reimburse the affected department(s) for the full amount of the affected employees' salary, plus an additional amount of thirty-seven percent (37%) of the affected employees' salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

On July 1, 2025, the Union agrees to reimburse the affected department(s) for the full amount of the affected employees' salary, plus an additional amount of thirty-nine percent (39%) of the affected employees' salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

On July 1, 2026, the Union agrees to reimburse the affected department(s) for the full amount of the affected employees' salary, plus an additional amount of forty-one percent (41%) of the affected employees' salary, for all the time the employee is off on union leave, within sixty (60) days of billing.

Disputes regarding reimbursement shall be resolved through the arbitration process.

6. 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.

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

8. Employees on union leave shall suffer no loss of compensation or benefits.

9. Employees on union leave under this provision and the Union shall waive any and all claims against the State for workers' compensation and IDL.

10. 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 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.

B. Special Union Business Events

The State agrees to release employees on union paid leave for elected representatives (or alternates when applicable) in accordance with A2 through A10 above to attend the following governance meetings:

1. SEIU Local 1000 Council (Quarterly)
2. Statewide Bargaining Advisory Committee (Quarterly)
3. General Council Meeting (Once every three years)

The Union shall provide a calendar of the above events to the State each year by January 15 to facilitate the ability of the State to release these representatives on the scheduled dates. Requests by the Union for representatives to attend these events may not be unreasonably denied.

8.7 Unpaid Leave of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to the employee's former position upon termination of the leave. The term "former position" is defined in

Government Code section 18522.

C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:

1. Union activity;
2. For temporary incapacity due to illness or injury;
3. To be loaned to another governmental agency for performance of a specific assignment;
4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
5. Education;
6. Research project;
7. Personal or family matters; or
8. Run for public office.

D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.

E. A leave of absence shall be terminated by the department head or designee:

1. At the expiration of the leave; or
2. Prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

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

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

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.

- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister,

or other person residing in the immediate household.

C. For the purposes of transferring leave credits the following definitions shall apply:

1. Sick leave credits cannot be transferred;
2. The receiving employee has exhausted all leave credits;
3. The donations must be a minimum of one 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 holidays must be transferred in one (1) 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 six (6) months; however, if approved by the appointing authority, the total leave credits received may be twelve (12) 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.

8.9 Catastrophic Leave - Natural Disaster

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

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;
- D. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation;
- E. Personal holiday must be transferred in one (1) day increments. (Personal holiday donations shall be made

pursuant to the donating employee's time base);

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

8.10 Release Time for State Civil Service Examinations

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during the employee's normal work hours and the employee has provided reasonable (normally two (2) working days) notice to the employee's supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on State Restriction of Appointment (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 or shift modification request from an employee when an exam is outside of the employee's normal work schedule.

- B. Authorized release time for reasonable travel time to and from the examination site shall be granted by the department. In cases where the examination site is in another city, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane versus ground transportation) and that results in the least disruption to the employer.
- C. This sub-section applies to Unit 14, 15, 17 (level of care), and 20 (level of care) only. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite.
- D. Costs associated with travel will not be paid by the State.
- E. If the examination is provided electronically, the employee, upon receiving approval from the employee's supervisor, shall be allowed a reasonable amount of time to use state owned property to register for and complete the examination during the employee's normal working hours with no loss of compensation.
- F. Employees who are participating in hiring interviews by way of lateral transfers and are not on a hiring list, may utilize leave, other than sick leave, in accordance with the MOU. Employees shall request leave (normally two (2) working days) prior to the interview, and the request shall not be unreasonably denied.

8.11 Release Time for State Personnel Board Hearings

- A. Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either:

1. A party to the hearing proceedings, e.g., an appellant; or
2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.

B. The State shall attempt to accommodate a shift change request from an employee involved in 1 or 2 above on the day of a State Personnel Board hearing.

8.12 Leave Credits Upon Transfer in State Service

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

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

A. If an employee is served with a subpoena which compels the employee's 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 the employee 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 the employee's accrued CTO, personal holiday, personal leave, annual leave, vacation or unpaid leave.

C. Upon request and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on

an existing work schedule or shift that coincides with the time the employee 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 the employee's presence as a witness, unless the employee 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 the employee 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 the employee's regular pay.
- D. In the event an employee is a party to the legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of the employee's 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 the employee is required to be available in accordance with the provisions of A above.

8.14 Jury Duty

- A. An employee shall be allowed such time off without loss of

compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work schedule to a 5/8/40 Monday through Friday work week for no less than one (1) full week and, where necessary, additional full week increments until the employee is released from jury duty. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

- B. Upon receiving notice or summons of jury duty, an employee shall immediately notify the employee's supervisor and provide a copy of the notice or jury summons.
- C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.
- D. For the purposes of this Section, "jury fees" means 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, provision B and C above apply.

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 the employee’s scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if the employee feels there is not reasonably enough time left in the workday and if the employee’s supervisor concurs. Concurrence will not be unreasonably withheld.

8.15 Personal Leave Program (PLP) – Voluntary (Excludes Unit 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) or sixteen (16) 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 the employee’s assigned work schedule and shall have an equal reduction in pay. In exchange, eight (8) or sixteen (16) hours of leave will be credited to the employee’s Voluntary PLP monthly balance. Salary ranges and rates shall not be affected because of Voluntary PLP participation.

C. Personal leave shall be requested and used by the employee in the same manner as vacation/annual leave or personal necessity leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation/annual leave or personal necessity 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, the employee shall be removed from the Voluntary PLP.

- E. When an employee is removed from the Voluntary PLP, the employee may not participate for a minimum of twelve (12) months and the employee is not eligible to re-enroll until the employee's 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 Voluntary 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, CalHR 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 Voluntary PLP.
- H. A State employee in the Voluntary 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 the employee would have received had the Voluntary PLP not occurred.
- I. The Voluntary 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 Voluntary 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 prorated basis.
- L. The Voluntary PLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- M. The Voluntary PLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.
- N. Employees on SDI, IDL, EIDL, or workers' compensation for the entire monthly pay period shall be excluded from the Voluntary PLP 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 departments will notify employees of any program conditions that the department 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 (1) 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 (1) 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 the 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 may be

transferred into a State of California, CalHR, 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 the employee would have received had the employee 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 workers' 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)

- 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 a 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 a FMLA

absence.

- C. An eligible employee shall provide certification of the need for a 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 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 a 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 the employee's 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 CalHR rules 599.608 and 599.609.
- H. Any appeals regarding a 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 CRD. 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.
- I. The Union will be noticed when a denial is issued for the lack of one thousand two hundred and fifty (1,250) hours of service. A copy of the written denial shall be sent attn: SEIU Local 1000 Headquarters within thirty (30) days. Should the request for FMLA be denied, the reason for denial will be provided in writing within thirty (30) days to the employee.

8.17 Mentoring Leave

- A. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once the employee has used an equal amount of the employee's 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 the employee's 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, the employee must have used two (2) verified hours of the employee's 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 the employee's 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 the employee's 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 Partnership, for a minimum of one (1) 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 (1) school year commitment based on the mentor program that is selected.)

F. An employee is not eligible to receive mentoring leave if:

1. The employee is assigned to a "post" position in the CDCR; or
2. The employee works in a level of care position in the

DDS, DSH, CDE, CDCR or Veterans' Affairs (CalVet).

G. Permanent part-time and Permanent Intermittent (PI)

employees may receive a prorated amount of mentoring leave based upon the employee's 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.

8.17.21 INTENTIONALLY EXCLUDED

8.18 Work and Family Participation

A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating. However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating. Family is defined as the employee's child, 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, sibling, 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 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 CalHR 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 CalHR regulation 599.666 and with deferred pay for persons employed and paid under the provisions of CalHR 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 civil service exempt teachers of the CDE, 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, or 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 the employee's former position. Every

reasonable effort will be made to return the employee to the same position.

- F. For CDCR, OCE, and DJJ employees on a 220 or equivalent day academic year, the following restrictions apply:
1. Employees on the 220 or equivalent day schedule may not utilize the 9-12 option.
 2. Prior to utilizing 10-12 or 11-12 leave the employee must apply and pay in advance so that each month of leave has been paid for by monthly pay reduction. Monthly pay will be reduced by 1/6 for a 10-12 and 1/12 for an 11-12 leave.
 3. 10-12 leaves may be for non-consecutive pay periods.
 4. Before approval for the 10-12 or 11-12 option, the employee will sign an agreement assenting to the 1/12 or 1/6 reduction in monthly pay and identifying the month or months to be taken off. The employee will also indicate understanding that a reconciliation will take place at the conclusion of the twelve (12) month period to account for actual days worked. This reconciliation could result in the employee owing money to the State or the State owing money to the employee because of the variation in number of work days in the months of the approved academic calendars in OCE and DJJ. Any debt owed by the employee will be repaid according to the applicable procedures.

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 the employee's 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) the employee 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-serve 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.

8.22.20 DSH Licensed Vocational Nurse (LVN) Vacation Scheduling (Unit 20)

- 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), two (2) or three (3) 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 three (3) vacation periods, each vacation period shall be for consecutive days. The three (3) 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 the employee's vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar.
 3. For the purpose of subsection B, an employee's chosen vacation period may not exceed the employee's accrued vacation, annual leave, Personal Leave Program (PLP), furlough or Personal Development Days (PDD) time balance(s) 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 the employee's 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:

1. Bid another available vacation period; or
 2. Bump previously approved Unit 20 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.
 4. Vacations scheduled under this subsection shall be considered to be bid vacations.
- 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 cancellations 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 vacations by inverse seniority.
- F. Nothing in this section shall prevent the granting of time off in excess of the posting time off.
- G. Vacation calendars shall remain posted for the entire vacation year.
- H. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come, first-serve basis subject to subsection C.
- I. The parties agree to utilize the implementation of ASSIST to develop a process for a separate Licensed Vocational Nurse vacation calendar.

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 the employee's 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 the employee's 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 the employee's 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 the employee's 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 the manager's designee shall conduct four (4) rounds of vacation bidding if necessary at the employee's worksite.
2. At least two (2) weeks prior to September 1, each office manager or the manager's 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 the employee's completed bid form to the office manager or the manager's designee.
4. For rounds one (1) and two (2) of bidding, the office manager or the manager's designee shall approve vacation periods in the following manner. Each employee shall be granted the employee's #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 the manager's 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 the manager's 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 the manager's 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 the employee's manager then the manager shall move on to the next employee.
6. For round three (3), the office manager or the manager's 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 the manager's designee shall approve up to the

- employee's balances before moving to the next senior employee's bid form.
8. As each employee's vacation is approved in each of the four (4) vacation bidding rounds listed below, the office manager or the manager's 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 the manager's designee shall provide each employee at the worksite with the employee's approved vacation choices.
 10. On November 30, or the first work day thereafter, each office manager or the manager's 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.
 - c. A vacation period is approved during the open bidding period.
 - d. 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 the manager's 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 the manager's 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 the manager's designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.
2. Immediately after completing the first round of vacation bidding, the office manager or the manager's 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 the manager's designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.

3. The combined total of rounds 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 the manager's 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 the employee's remaining accrued vacation rate. The office manager or the manager's 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 the manager's designee shall conduct a fourth round of bidding. Using the standard bid form, each employee may submit choices in priority order using carryover vacation, annual leave, CTO or personal leave program balances. The office manager or the manager's 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 served 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(K) Vacation/Annual Leave.

For the purpose of a grievance filed pursuant to section 8.1(K), 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 (CalHR) 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.

8.23.20 Department of Veterans Affairs Vacation Scheduling (Unit 20)

All Unit 20 employees are encouraged to take a vacation each year. This Article provides a statewide standardized vacation scheduling procedure designed as a method to allow Bargaining Unit 20 employees in the following classifications to bid on vacation leave based on seniority:

- Licensed Vocational Nurses
- Certified Nursing Assistants
- Residential Care Specialist
- Any other Bargaining Unit 20 classification if there are two or more employees at a Home

A separate vacation calendar for each classification shall be provided.

Bidding for each classification shall be held separately.

The Director of Nursing (DON), or designee, shall have the responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

A. General Provisions

1. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation bid process may select a vacation through the ad hoc: first-come, first serve process.

2. With the exception of Sick Leave, an employee may utilize all available leave such as Vacation (VA), Annual Leave (AL), Informal Time Off (ATO), Holiday Credit (HC), Personal Leave Program (PLP), Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH), and any other accrued time. An employee's chosen vacation period may not exceed the employee's accrued leave at time the vacation is taken. (section 8.1 (A) and (B) of the MOU.)

3. The posted vacation time shall be sufficient to permit employees on each shift to have an opportunity to take a vacation.

4. Each classification shall have their own vacation calendar. There shall be no blackout dates on the vacation calendar.

5. The bid shall be done through a walk-up, call-in and/or electronic process.

B. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each qualifying month of full-time departmental service. If a further tie exists, then ties shall be broken by "lottery" thereafter. (section 8.1 (L) of the MOU.)

C. Eligibility

1. Permanent, probationary, and limited-term state employees are eligible. Permanent Intermittent (PI) employees are not eligible.

2. New employees who choose to participate in the vacation bid process must have available leave hours at the time vacation is taken. (section 8.1 (A) and (B) of the MOU.)

D. Timeframe

1. End date for calculation of seniority scores is August 31.

2. Seniority scores posted by October 1.

3. Challenge period is October 1 through October 15.

4. By October 15, at the request of management or union, the Department agrees to schedule a meeting at each home to discuss the vacation bid process (seniority scores, vacation calendar, dates of bid, time allotted for the walk-up, call-in and/or electronic bid, and other business related to the vacation bid process)

a. Between November 1 and November 15, employees shall be allowed by order of seniority to participate in the walk-up, call-in and/or electronic bid process for the following calendar year. A vacation bid must be for consecutive days, not to exceed thirty-two (32) days of vacation in a year with a max of three (3) bids.

b. For employees that submit up to three (3) vacation bids, each vacation bid shall be for consecutive days. The three (3) vacation bids combined shall not exceed thirty-two (32) days of leave during the vacation year, and any one (1)

vacation bid shall not exceed twenty-four (24) vacation days scheduled off. Each vacation bid shall be separated by at least thirty-two (32) consecutive days. As each employee chooses the employee's vacation bids, that vacation bid shall be placed on the appropriate vacation calendar.

c. Ad hoc rounds: on a first-come, first-serve basis beginning the Tuesday immediately following the first Monday in December. This is a separate process, each process with its own calendar per classification.

E. Absentee Bid

1. Employees away from the Home will be notified of the vacation bid by certified mail.

2. If an employee is unable to be present for their bid time, the employee has the option to:

a. Submit a paper bid (electronically) to the management designee

b. Appoint by proxy to bid for them

(1) If bidding by proxy, the employee must submit a signed and dated copy of the request form to the proxy and the management designee by 5pm the day before the bid.

c. Call-in their bid at their appointment time.

F. AD-HOC: FIRST-COME, FIRST-SERVE PROCESS

Following the vacation bid process, and beginning at 8:00 AM on the Tuesday immediately following the first Monday in December, additional time off may be requested from the remaining posted dates of the vacation calendar on a first-come, first serve basis. All requests must be submitted to the management designee via the electronic vacation submission processed used by the Home. The electronic submission will be used to determine the order bids are received, but if two or more employees request the same dates at the same time, the tie will be broken by State seniority, then departmental seniority, and then by lottery. Any ad hoc requests received prior to 8:00 AM on the Tuesday immediately following the first Monday in December are not valid and will not be considered.

G. CANCELLATION OF BID VACATION

1. Employees who decide to cancel their vacation shall provide a written notification to Management no less than

fourteen (14) days prior to the start date of their scheduled vacation period.

2. If an employee does not have enough leave hours to cover their vacation, management shall notify the employee at least thirty (30) days prior to their scheduled vacation. The employee must choose what days they will keep and what days they will cancel based on their available leave hours, and inform management of their choice no less than fourteen (14) days prior to the start date of their scheduled vacation period. If no days are chosen by the employee within the specified time limit, management will decide which vacation days will be cancelled based on operational needs.

3. Within five (5) calendar days of Management receiving written notification, canceled vacation days shall be posted for ad hoc: first-come, first-serve.

H. VOLUNTARY & INVOLUNTARY TRANSFERS

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.

2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation.

I. MEET AND DISCUSS

Either party may request a meet and discuss regarding any problem or concern with the standardized vacation bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of request.

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. 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.

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 the employee's 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 the employee's bid vacation, the employee 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 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.
- 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.

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

- A. On October 1 of each year, each unit/work location shall post a vacation calendar, specific for Unit 17 Registered Nurses, in a prominent place readily available. 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 Registered Nurse 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 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 Registered Nurses may sign up for no more than three (3) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The three (3) 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.
1. Vacation requests shall not exceed the employees' accrued vacation, annual leave, Personal Leave Program (PLP), furlough, or Personal Development Days (PDD) 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. 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 the employee's 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. Conflicts between employees with the same seniority 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 the employee's bid vacation, the employee 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 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.
- 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 of Developmental Services/LVN Vacation Scheduling (Unit 20)

- A. On October 1 of each year, each unit/work location in the DDS shall post a vacation calendar specific for Bargaining

Unit 20 Licensed Vocational Nurses (LVNs) in a prominent place. 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 LVNs 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 LVNs that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all LVNs on each shift to have a vacation 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 Licensed Vocational Nurses may sign up for no more than three (3) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The three (3) 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.
 - 1. Vacation requests shall not exceed the LVNs accrued vacation, annual leave, Personal Leave Program (PLP), furlough, or Personal Development Days (PDD) 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 LVNs with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These LVNs will be given the opportunity to modify the employee's vacation choices through discussion and compromise among the affected LVNs. Where these discussions do not result in compromise and agreement among the affected LVNs, the most senior LVNs vacation request shall prevail. Conflicts between LVNs with the same seniority shall be resolved by lot (coin toss). If an LVN does not obtain the employee's bid vacation, the employee will be provided the same duration of time off as bidden, as

determined by management, or the LVN 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 unbridged discretion to determine the time slot(s).
 - 2. The ad hoc calendar shall be obtained on a first-come, first-served basis without regard to what type of LVN time accrual is used to request the time slot(s) off.
- F. When an LVN 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 LVN transfers to another position within the facility. If it cannot be honored, the LVN will be guaranteed the equivalent time off at another time, as available.
- 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 LVN 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 State Hospitals (DSH) Vacation/Annual Leave 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 (1) or two (2) vacation period(s) for the upcoming calendar year as follows:
1. For one (1) 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 (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 the employee's 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/annual leave 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/annual leave, 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 the employee's 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 canceled 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 this section shall prevent the granting of time off in excess of the posting time off.

G. Vacation calendars shall remain posted for the entire vacation year.

H. A vacation period or time off which is canceled by an employee shall become available to other employees on a first-come, first-served basis subject to subsection C.

8.25.17 DSH 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), two (2) or three (3) vacation period(s) for the upcoming calendar year as follows:
 - 1. For one (1) 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 three (3) vacation periods, each vacation period shall be for consecutive days. The three (3) 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 the employee's vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar.
 - 3. For the purpose of subsection B, an employee's chosen vacation period may not exceed the employee's accrued vacation, annual leave, Personal Leave Program (PLP), furlough or Personal Development Days (PDD) time balance(s) 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 the employee's 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 involuntary 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:
 - 1. Bid another available vacation period; or
 - 2. Bump previously approved Unit 17 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.
 - 4. Vacations scheduled under this subsection shall be considered to be bid vacations.
- 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 cancellations 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 vacations by inverse seniority.
- F. Nothing in this section shall prevent the granting of time off in excess of the posting time off.
- G. Vacation calendars shall remain posted for the entire vacation year.
- H. A vacation period or time off which is cancelled by an employee shall become available to other employees

on a first-come, first-serve basis subject to subsection C.

- I. The parties agree to utilize the implementation of ASSIST to develop a process for a separate Registered Nurse vacation calendar.

8.25.20 CDCR/CCHCS Vacation Scheduling – Dental Assistants and Dental Hygienist (Unit 20)

- A. All Dental employees are encouraged to take a vacation each year. The Supervising Dental Assistant, or designee, shall have the responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
 1. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation bid process must wait until after the vacation bid process is complete to select from the remaining dates.
 2. With the exception of Sick Leave, an employee may utilize all available leave such as Vacation (VA), Annual Leave (AL), Informal Time Off (ITO), Holiday Credit (HC), Personal Leave Program (PLP), Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH), and any other accrued time. An employee's chosen vacation period may not exceed the employee's accrued leave at time the vacation is taken. (Article 8.1 (A) and (B) of the MOU.)
 3. The posted vacation time shall be sufficient to permit employees to have an opportunity to take a vacation.
 4. The bid shall be done through a walk-up, call-in and/or electronic process.

B. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each qualifying month of full-time departmental service. If a further tie exists, then ties will be broken by "lottery" thereafter. (Article 8.1 (L) of the MOU.)

C. Eligibility

1. Permanent, probationary, and limited-term state employees are eligible. Permanent Intermittent (PI) employees are not eligible.
2. New employees who choose to participate in the vacation bid process must have available leave hours at the time vacation is taken. (Article 8.1 (A) and (B) of the MOU.)

D. Timeframe

1. End date for calculation of seniority scores is March 31.
2. Seniority scores posted, bid form available by April 1.
3. Challenge period is April 1 through April 15.
4. At the request of management or union, the Department agrees to schedule a meeting at each facility to discuss the vacation bid process (seniority scores, vacation calendar, dates of bid, time allotted for the walk-up, call-in and/or electronic bid, and other business related to the vacation bid process).
5. The annual vacation bid process shall be completed no later than 4 pm on May 1 or 4 pm on the following Monday if May 1st falls on a weekend. Employees shall be allowed by order of seniority to participate in the walk-up, call-in and/or electronic bid process for the following calendar year.
6. The annual vacation calendar shall begin the first Monday in July.

E. Bidding

1. Based on leave balances and potential accruals, an eligible employee may bid up to two (2) weeks per round of bidding for a total of up to four (4) weeks within the bid rounds. The seniority list must be exhausted before bidding begins for the second round.
2. Bidding is in one (1) week increments (Monday-Sunday). The weeks do not need to be consecutive.
3. The vacation calendar shall be visible electronically (i.e. shared drive). It shall be available in a read-only format for all dental assistants to view no later than two weeks after the bid.

F. Absentee Bid

1. Employees away from the facility will be notified of the vacation bid by certified mail.
2. If an employee is unable to be present for their bid time, the employee has the option to:
 - a. Submit a paper bid (electronically) to the management designee;
 - b. Appoint a proxy to bid for them
(1) If bidding by proxy, the employee must submit a signed and dated copy of the request form to the proxy and the management designee by 5pm the day before the bid.
 - c. Call-in their bid at their appointment time.

G. AD HOC: FIRST-COME, FIRST-SERVE PROCESS

Following the vacation bid process:

1. Employees may select time off on a first-come, first-served basis from the remaining posted dates. All requests for additional vacation time off from the ad-hoc calendar shall be submitted electronically to the Supervising Dental Assistant.
2. If the employee cancels any portion of their approved vacation bid, the cancelled dates will be made available on the shared drive ad-hoc calendar within two (2) business days following the date of notification.

H. CANCELLATION OF BID VACATION

If the employee does not have sufficient leave to cover the entire vacation period, the employee will be notified a minimum of thirty (30) calendar days prior to the scheduled vacation. In this circumstance, the supervisor and the employee shall determine what, if any leave the employee may take. The remaining dates not taken will be made available on the shared drive ad-hoc calendar.

I. VOLUNTARY & INVOLUNTARY TRANSFERS

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.

2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation.

J. Dental Hygienist

1. Vacation requests must be submitted at least thirty (30) days prior to the first day of the requested vacation.
2. When two (2) or more employees on the same shift in a work unit request the same vacation time, and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation leave period in order of seniority.
3. Vacation leave schedules, which have been established in a work unit, pursuant to the seniority provisions, shall not be affected by the employee(s) entering the unit after the schedule has been established.
4. When more than three (3) dental hygienists are present, the process for Dental Assistant vacation scheduling shall apply.

8.26.15 Vacation Scheduling Bid (CDCR, CCHCS) (Unit 15)

A. Upon request from the SEIU Bargaining Unit 15 Chair to the local Labor Relations Representative, each institution shall meet with SEIU to discuss and develop an annual seniority-based vacation bid process for Bargaining Unit 15 classification(s) at each institution. The vacation bid process will begin January 1 of each year.

B. Any additional vacation requests shall follow Section 8.1 of this Contract.

8.26.17 Department of Veterans Affairs Vacation Scheduling (Unit 17)

A. All Unit 17 employees are encouraged to take a vacation each year. This section provides a statewide standardized vacation scheduling

procedure designed as a method to allow Bargaining Unit 17 employees in the following classifications to bid on vacation leave based on seniority:

- Registered Nurses
- Any other Bargaining Unit 17 classification if there are two or more employees at a Home

A separate vacation calendar for each classification shall be provided. Bidding for each classification shall be held separately.

The Director of Nursing (DON), or designee, shall have the responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

1. General Provisions

- a. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation bid process may select a vacation through the ad hoc: first-come, first serve process.
- b. With the exception of Sick Leave, an employee may utilize all available leave such as Vacation (VA), Annual Leave (AL), Informal Time Off (ITO), Holiday Credit (HC), Personal Leave Program (PLP), Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH), and any other accrued time. An employee's chosen vacation period may not exceed the employee's accrued leave at

time the vacation is taken. (Article 8.1 (A) and (B) of the MOU.)

- c. The posted vacation time shall be sufficient to permit employees on each shift to have an opportunity to take a vacation.
- d. Each classification shall have their own vacation calendar. There shall be no blackout dates on the vacation calendar.
- e. The bid shall be done through a walk-up, call-in and/or electronic process.

2. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each qualifying month of full-time departmental service. If a further tie exists, then ties will be broken by "lottery" thereafter. (Article 8.1 (L) of the MOU.)

3. Eligibility

- a. Permanent, probationary, and limited-term state employees are eligible. Permanent Intermittent (PI) employees are not eligible.
- b. New employees who choose to participate in the vacation bid process must have available leave hours at the time vacation is taken. (section 8.1 (A) and (B) of the MOU.)

4. Timeframe

- a. End date for calculation of seniority scores is August 31.
- b. Seniority scores posted by October 1.
- c. Challenge period is October 1 through October 15.
- d. By October 15, at the request of management or union, the Department agrees to schedule a meeting at each home to discuss the vacation bid process (seniority scores, vacation calendar, dates of bid, time allotted for the walk-up, call-in and/or electronic bid, and other business related to the vacation bid process).

(1) Between November 1 and November 15, employees shall be allowed by order of seniority to participate in the walk-up, call-in and/or electronic bid process for the following calendar year. A vacation bid must be for consecutive days, not to exceed thirty-two (32) days of vacation in a year with a max of three (3) bids.

(2) For employees that submit up to three (3) vacation bids, each vacation bid shall be for consecutive days. The three (3) vacation bids combined shall not exceed thirty two (32) days of leave during the vacation year, and any one (1) vacation bid shall not exceed twenty-four (24) vacation days scheduled off. Each vacation bid shall be separated by at least thirty-two (32) consecutive days. As each employee chooses the employee's vacation bids, that vacation

bid shall be placed on the appropriate vacation calendar.

(3) Ad hoc rounds: on a first come, first serve basis beginning the Tuesday immediately following the first Monday in December. This is a separate process, each process with its own calendar per classification.

5. Absentee Bid

- a. Employees away from the Home will be notified of the vacation bid by certified mail.
- b. If an employee is unable to be present for their bid time, the employee has the option to:
 - (1) Submit a paper bid (electronically) to the management designee
 - (2) Appoint a proxy to bid for them
 - * If bidding by proxy, the employee must submit a signed and dated copy of the request form to the proxy and the management designee by 5pm the day before the bid.
 - (3) Call-in their bid at their appointment time.

B. AD HOC: first-come, first-serve process:

Following the vacation bid process, and beginning at 8:00 AM on the Tuesday immediately following the first Monday in December,

additional time off may be requested from the remaining posted dates of the vacation calendar on a first-come, first-serve basis. All requests must be submitted to the management designee via the electronic vacation submission process used by the Home. The electronic submission will be used to determine the order bids are received, but if two or more employees request the same dates at the same time, the tie will be broken by State seniority, then departmental seniority, and then by lottery. Any ad hoc requests received prior to 8:00 AM on the Tuesday immediately following the first Monday in December are not valid and will not be considered.

C. CANCELLATION OF BID VACATION

1. Employees who decide to cancel their vacation shall provide a written notification to Management no less than fourteen (14) days prior to the start date of their scheduled vacation period.
2. If an employee does not have enough leave hours to cover their vacation, management shall notify the employee at least thirty (30) days prior to their scheduled vacation. The employee must choose what days they will keep and what days they will cancel based on their available leave hours, and inform management of their choice no less than fourteen (14) days prior to the start date of their scheduled vacation period. If no days are chosen by the employee within the specified time limit, management will decide which vacation days will be cancelled based on operational need.

3. Within five (5) calendar days of Management receiving written notification, canceled vacation days shall be posted for ad hoc: first-come, first-serve.

D. VOLUNTARY & INVOLUNTARY TRANSFERS

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.
2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation

E. MEET AND DISCUSS

Either party may request a meet and discuss regarding any problem or concern with the standardized vacation bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of request.

8.26.20 CDCR - CCHCS Vacation Scheduling – Licensed Vocational Nurses (LVN), Certified Nursing Assistants (CNA), and Medical Assistants, (MAs) (Unit 20)

- A. The Chief Nurse Executive, or designee, shall have the responsibility for implementation and maintenance of the statewide vacation scheduling at each facility and shall ensure compliance.

1. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation bid process may select a vacation through the first-come, first-serve process.
2. With the exception of Sick Leave, an employee may utilize all available leave, such as Vacation (VA), Annual Leave (AL), Informal Time Off (ITO), Holiday Credit (HC), Personal Leave Program (PLP), Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH).
3. The posted vacation time shall be sufficient to permit employees on each watch to have an opportunity to take a vacation.
4. Calendar year for vacation bidding starts the second Monday of January and will be for fifty two (52) weeks.
5. There shall be no blackout dates on the vacation calendar.
6. The bid shall be done through a walk-up process.
7. Each classification shall have their own vacation calendar.

B. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each qualifying month of full-time departmental service. If a further tie exists, then ties will be broken by "lottery" thereafter.

C. Eligibility

1. Permanent, probationary, and limited-term state employees are eligible. Intermittent and CCHCS Headquarters positions, such as Employee Health Program, are not eligible.
2. New state employees who choose to participate in the vacation bid process must have available hours at the time vacation is taken (section 8.1, (A) and (B)).

D. Timeframe

1. End date for calculation of seniority is August 31st.
2. Seniority scores will be posted by October 1st.

Challenge period is October 1st through October 15th

1. Between November 1st and November 15th, employees shall be allowed by order of seniority to participate in the walk-up bid process. Bids must be in whole-week increments (Monday – Sunday). A second round of bidding shall be conducted, if existing slots remain.
2. First round of the vacation bid, an eligible employee may choose to take one (1) or two (2) weeks. Employees do not have to take weeks consecutively.
3. Second round of the vacation bid shall be for one week.
4. Additional rounds: Employees may take an additional week of the remaining available slots until the vacation calendar is filled.
 - a. By December 1st, the completed vacation bid calendar shall be posted in a prominent area where such notices

are customarily posted and visible electronically (i.e. shared drive). If the date falls on the weekend, the completed vacation bid calendar shall be posted the following Monday.

F. Absentee Bid

1. Employees away from the institution will be notified of the vacation bid by certified mail or electronically.
2. If an employee is unable to be present for their bid, the employee has the option to:
 - a. Submit a paper bid (electronically) to the management designee.
 - b. Appoint a proxy to bid for them. If bidding by proxy, the employee must submit a signed and dated copy of the request form to the proxy and the management designee by 5 p.m. the day before the bid.
 - c. Call in their bid at the appointment time.

G. First-Come, First-Serve Process

Upon posting the results of the walk-up bid process, unfilled vacation slots shall be awarded by first-come, first-serve.

H. Cancellation of Bid Vacation

1. If an employee does not have enough hours to cover their vacation, management shall notify the employees thirty (30) days prior to their scheduled vacation. The employee may

choose what days they will keep and what days they will cancel based on hours available.

2. Employees who decide to cancel their vacation shall provide a written notification to Management no less than fourteen (14) days prior to the start of your scheduled vacation period.
3. Within five (5) calendar days of Management receiving written notification, cancelled vacation days shall be posted first-come, first-serve.

I. Voluntary & Involuntary Transfers

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.
2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation.

8.27.17 CDCR - CCHCS Vacation Scheduling – Registered Nurses (Unit 17)

- A. The Chief Nurse Executive, or designee, shall have the responsibility for implementation and maintenance of the vacation scheduling at each facility and shall ensure compliance. Each classification shall have a separate calendar.

1. Participation in the vacation bid process is voluntary. Those who elect not to participate in the vacation bid process may select a vacation through the first-come, first-serve process.
2. With the exception of Sick Leave, an employee may utilize all available leave, such as Vacation (VA), Annual Leave (AL), Informal Time Off (ITO), Holiday Credit (HC), Personal Leave Program (PLP), Personal Holiday (PH), Compensating Time Off (CTO), Professional Development Day (PDD), and Furlough (FH).
3. The posted vacation time shall be sufficient to permit employees on each watch to have an opportunity to take a vacation.
4. Calendar year for the vacation bidding starts the second Monday of January and will be for fifty-two (52) weeks.
5. There shall be no blackout dates on the vacation calendar.
6. The bid shall be done through a walk-up process.

B. Seniority

Seniority is calculated as one (1) point for each qualifying month of full-time State Service, with ties broken by one (1) point for each qualifying month of full-time departmental service. If a further tie exists, then ties will be broken by "lottery" thereafter.

C. Eligibility

1. Permanent, probationary, and limited-term state employees are eligible. Intermittent and CCHCS Headquarters positions are not eligible.
2. New state employees who choose to participate in the vacation bid process must have available hours at the time vacation is taken (section 8.1 (A) (B)).

D. Timeframe

1. End date for calculation of seniority scores is August 31st.
2. Seniority scores will be posted by October 1st.
3. Challenge period is October 1st through October 15th.
4. By October 15th, at the request of management or union, the department agrees to schedule a meeting at each institution to discuss the vacation bid process (seniority scores, vacation calendar, dates of bids, time allocated for walk-up bids and other business related to the vacation bid process).
 - a. Between November 1st and November 15th, employees shall be allowed by order of seniority to participate in the walk-up bid process. Bids must be in whole-week increments (Monday – Sunday). A second round of bidding shall be conducted, if existing slots remain.
 - b. First round of the vacation bid, an eligible employee may choose to take one (1) or two (2) weeks. Employees do not have to take weeks consecutively.

- c. Second round of the vacation bid shall be for one week.
- d. Additional rounds: Employees may take an additional week of the remaining available slots until the vacation calendar is filled.

E. By December 1st, the completed vacation bid calendar shall be posted in a prominent area where such notices are customarily posted and visible electronically (i.e. shared drive). If the date falls on the weekend, the completed vacation bid calendar shall be posted the following Monday.

F. Absentee Bid

1. Employees away from the institution will be notified of the vacation bid by certified mail or electronically.
2. If an employee is unable to be present for their bid, the employee has the option to:
 - a. Submit a paper bid (electronically) to the management designee.
 - b. Appoint a proxy to bid for them.
 - *If bidding by proxy, the employee must submit a signed and dated copy of the request form to the proxy and the management designee by 5 p.m. the day before the bid.
 - c. Call in their bid at the appointment time.

G. First-Come, First-Serve Process

Following the vacation bid process, and beginning the first Monday in December, additional time off may be requested from the remaining posted dates of the vacation calendar on a first-come, first-serve basis. All requests must be electronically submitted through email to the management designee. If two or more employees request the same dates at the same time, the tie will be broken by State seniority, then departmental seniority, and then by lottery.

H. Cancellation of Bid Vacation

1. If an employee does not have enough hours to cover their vacation, management shall notify the employee thirty (30) days prior to their scheduled vacation. The employee may choose what days they will keep and what days they will cancel based on hours available.
2. Employees who decide to cancel their vacation shall provide a written notification to Management no less than fourteen (14) days prior to the start of their scheduled vacation period.
3. Within five (5) calendar days of Management receiving written notification, cancelled vacation days shall be posted first-come, first-serve.

I. Voluntary & Involuntary Transfers

1. For employees that voluntarily transfer after the vacation bid process, management will make every effort to accommodate, or offer available dates.

2. For employees that are involuntarily transferred after the vacation bid process, management shall honor the employees' pre-scheduled vacation.

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, stepchild, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic partner, immediate family of domestic partner (father, mother, child, brother, sister), and anyone living in the employee's 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, the employee 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 Committee for the purpose of further instruction in subjects related to the employee's work assignment and/or achievement of 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 the employee 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 months of service shall not be counted or accumulated.

5. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
 6. 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 the employee's educational leave balance.
 7. When on educational leave, employees shall retain the employee's 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 CalHR 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 accumulated educational leave.
 9. Requests under this section shall not be unreasonably denied by the State nor shall employees make unreasonable requests to use educational leave.
 10. An employee returning from educational leave shall have the right to return to the employee's former position. Every reasonable effort will be made to return the employee to the same position.
- C. Upon retirement, all accrued hours of educational leave will be converted to CalPERS service credit as follows: consistent with Government Code section 20963.1, an employee 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 the employee's retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the Public Employee Retirement System board by the employer. The provisions of this section shall be effective for employees who retire directly from State employment on and after January 1, 2000.

- D. This section does not apply to the exempt employees of the Special Schools of the CDE 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 to 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, the employee's 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) credit is provided may be counted towards the hours of education leave. In-service training courses provided must be accepted by the appropriate licensing body in order to be counted as the State's option

towards the hours of education leave. This leave is non-cumulative.

CLASS CODE	CLASS TITLE	HOURS PER RENEWAL PERIOD
8249	Licensed Vocational Nurse	30 hours (every 2 years)
8219	Licensed Vocational Nurse, DSH & DDS	30 hours (every 2 years)
8274	Licensed Vocational Nurse (Safety)	30 hours (every 2 years)
8257	Licensed Vocational Nurse, CF	30 hours (every 2 years)
8291	School Bus Driver	10 hours per year
8322	School Bus Driver, DSH & DDS	10 hours per year
8276	Respiratory Care Practitioner	15 hours (first renewal) 30 hours (every 2 years)
8300	Respiratory Care Practitioner, DSH and DDS	15 hours (first renewal) 30 hours (every 2 years)
9316	Respiratory Care Practitioner, CF	15 hours (first renewal) 30 hours (every 2 years)
9307	Hospital Aid, CF	48 hours (every 2 years)
7911	Dental Assistant *	25 hours (every 2 years)
7656	Dental Assistant, DSH and DDS	25 hours (every 2 years)
7914	Dental Assistant (Safety)*	25 hours (every 2 years)
9296	Dental Assistant, CF*	25 hours (every 2 years)
8128	Dental Hygienist	25 hours (every 2 years)
9298	Dental Hygienist, CF	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, CF	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, CF	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, CF	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, CF (Specialist)	24 hours (every 2 years)
7995	Senior Radiologic Technologist, (Specialist-Safety)	24 hours (every 2 years)
9820	Support Service Assistant (Interpreter)(RID Certified)	80 hours (every 4 years)
8185	Certified Nursing Assistant	48 hours (every 2 years)
8182	Certified Nursing Assistant, CF	48 hours (every 2 years)
8292	Occupational Therapy Assistant	12 hours (every 2 years)
8290	Occupational Therapy Assistant (Safety)	12 hours (every 2 years)
2169	Dietetic Technician	50 hours (every 5 years)
2175	Dietetic Technician, Safety	50 hours (every 5 years)
8272	Physical Therapy Assistant	30 hours (every 2 years)
9671	Transportation Coordinator, Special Schools	10 hours per year
7374	Medical Assistant	60 hours (every 5 years)

*Eligible employees must obtain and maintain the employee's Registered Dental Assistant (RDA) Certification from the State Department of Consumer Affairs (DCA).

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.

- C. If an employee's request for Educational Leave had been denied twice in a fiscal year due to unanticipated operational needs, the employee's paid Educational Leave shall be granted the third time, if verification of requirement of the CEUs for license renewal is provided.

8.28.21 Educational Leave (Unit 21)

- A. The department head or designee may approve the use of accumulated educational leave credits 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 or missions. It may also be used for the purpose of completing an employee's individual Bachelor's, Credential, Master's or Doctorate program. 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, achievement of departmental goals, and/or professional growth as a state employee.
- B. Only Unit 21 employees in classifications listed in the attachment entitled "Educational Leave" are eligible under this provision.
- C. The department head or designee may 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 ($\frac{1}{2}$) time or more and must complete at least one (1) year of

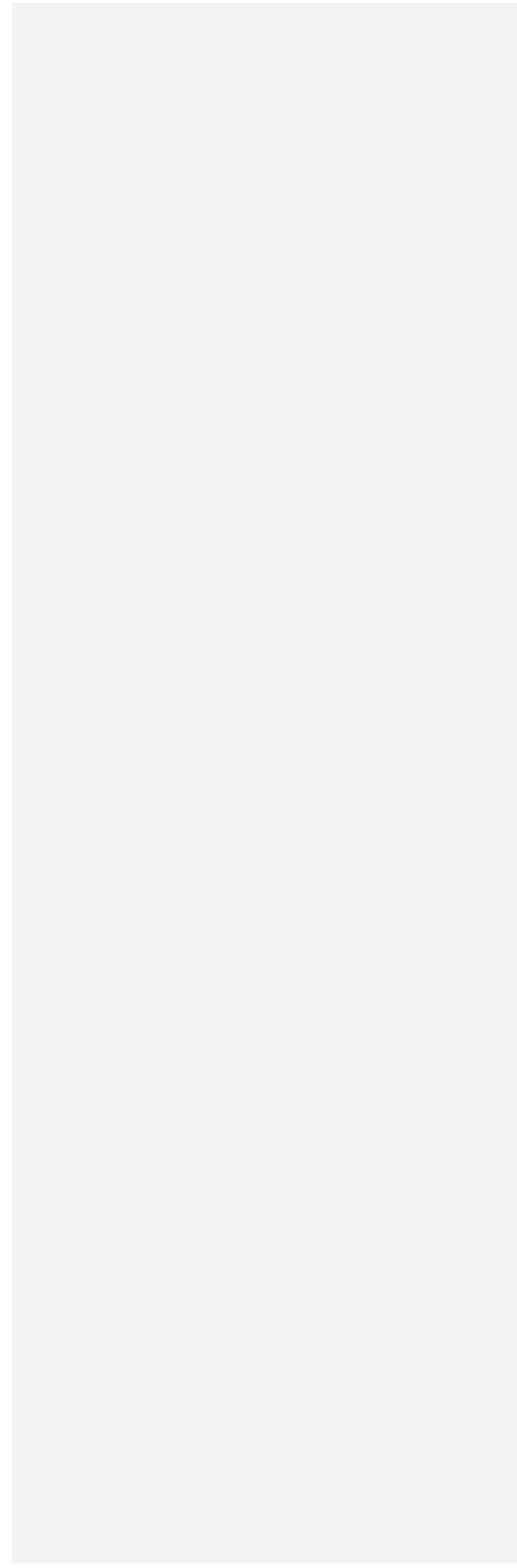
continuous service in a classification which accrues educational leave before being granted such leave. Intermittent employees shall not be eligible.

- 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.

Time Base	Hours of Monthly Vacation Leave							Hours of Monthly Annual Leave					Hours of Monthly Educational Leave	Hours of Monthly Sick Leave, Bereavement Leave and Holiday Credit
	7	10	11	12	13	14	15	11	14	16	17	18		
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	2.20	2.80	3.20	3.40	3.60	N/A	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	4.40	5.60	6.40	6.80	7.20	N/A	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	6.60	8.40	9.60	10.20	10.80	6.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	8.80	11.20	12.80	13.60	14.40	8.00	6.40
1/8	.88	1.25	1.38	1.50	1.63	1.75	1.88	1.38	1.75	2.00	2.13	2.25	N/A	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.75	3.50	4.00	4.25	4.50	N/A	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	4.13	5.25	6.00	6.38	6.75	N/A	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	5.50	7.00	8.00	8.50	9.00	5.00	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	6.88	8.75	10.00	10.63	11.25	6.25	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	8.25	10.50	12.00	12.75	13.50	7.50	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	9.63	12.25	14.00	14.88	15.75	8.75	7.00

Time Base	Hours of Monthly Vacation Leave							Hours of Monthly Annual Leave					Hours of Monthly Educational Leave	Hours of Monthly Sick Leave, Bereavement Leave and Holiday Credit
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	1.10	1.40	1.60	1.70	1.80	N/A	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	3.30	4.20	4.80	5.10	5.40	N/A	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	7.70	9.80	11.20	11.90	12.60	7.00	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	9.90	12.60	14.40	15.30	16.20	9.00	7.20

- 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 the employee's educational leave balance. Notwithstanding the Work Week Group (WWG) E provisions in Article 19.19.21 of this Agreement, educational leave may be charged on a part-time basis in one (1) 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 (1) 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 the employee returns 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, along with the reason for the denial, shall be given to the employee within fifteen (15) days of the request, and may be appealed to Step 3, CalHR, 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 the employee's former position. The term "former position" is defined in Government Code section 18522.

1. 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
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)

CLASS CODE	SCHEM CODE	CLASS TITLE
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
*2550	EM30	Community Colleges Program Assistant (Retitled from Community Colleges Program Assistant II 5/1/22)
*2539	EM51	Community College Specialist (Retitled from Specialist in Academic Planning & Development, CCC 5/1/22)
*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
*2535	EM93	Specialist in Health Education, CCC
*2465	EM95	Specialist in Homemaking Education, CCC
*2534	EM97	Specialist in Industrial Education, CCC
2547	EM99	Specialist in Public Service Occupations, 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

b. Abolished Unit 21 Classes Eligible For Education Leave Credit

CLASS CODE	SCHEM CODE	CLASS TITLE
2634	EW20	Consultant in Intergroup Relations
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 (Specialist)
2589	ER76	Assistant Field Representative II, School Administration (Specialist)
2765	FG90	Bilingual/Bicultural Education Assistant
2759	FG85	Bilingual/Bicultural Education Assistant
2832	FB68	Child Development Assistant I
2833	FB66	Child Development Assistant II
2549	EM25	Community Colleges Program Assistant
2770	FH86	Compensatory Education Assistant I

2776	FH88	Compensatory Education Assistant II
2782	FH90	Compensatory Education Consultant
2701	FA60	Consultant in Gifted & Talented
2705	FB15	Consultant in Reading
2767	EG35	Consultant in School Nursing & Health
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 &
2484	EK87	Education Program Planning &
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
2761	FF40	Special Education Assistant I
2762	FF50	Special Education Assistant II
2508	EM70	Specialist in Facilities Planning &
2525	EM82	Specialist in Fiscal Planning &

CLASS CODE	SCHEM CODE	CLASS TITLE
2458	EM91	Specialist in General Vocational Education
2551	EM55	Specialist in Information Systems &
2565	EM63	Specialist in Student Services Planning &
2583	EQ60	Vocational Education Assistant I
2721	EQ59	Vocational Education Assistant II
6976	QU10	Maritime Vocational Instructor I
6978	QU20	Maritime Vocational Instructor II
6979	QU30	Maritime Vocational Instructor III

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

- A. Upon written request, the State may grant up to a one (1) 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 INTENTIONALLY EXCLUDED

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 (CDE) 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 the grievance procedure 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 shall 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, CalHR 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 (CalHR) 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.

8.32 Personal Leave Program (PLP) 2010, 2012, and 2020

- A. PLP 2010, PLP 2012, and PLP 2020 shall be requested and used by the employee in the same manner as

vacation/annual leave and personal necessity leave. Requests to use PLP 2010, PLP 2012, and PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave and personal necessity leave. PLP 2010, PLP 2012, and PLP 2020 shall not be included in the calculation of vacation/annual leave balances pursuant to section 8.1.

- B. PLP 2010 and PLP 2012 must be used before any other leave with the exception of sick leave.
- C. PLP 2010, 2012, and 2020 may be cashed out upon separation from state service.

8.33 Time Off for Victims of Domestic Violence (Notice of Rights Under Labor Code 230.1)

Section 230.1 of the Labor Code specifies that employers with twenty-five (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. The provisions of this law apply to the State as an employer and to State employees.

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 a 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.

8.34 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:

- A. 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 (1) 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 (1) year period.
- B. The one (1) year period is the twelve (12) month period measured forward from the date an employee's first leave begins.

- C. The one (1) year period for an organ donor is separate from the one (1) year period for bone marrow donation.
- D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
- E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
- F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
- G. 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.
- H. 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.
- I. 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.

J. 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 the employee's former position.

8.35 INTENTIONALLY EXCLUDED

ARTICLE 9 – HEALTH AND WELFARE

9.1 Health Benefits (Excludes Units 3 and 17)

A. Upon ratification 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. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

C. 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 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) calendar 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 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 (Unit 3)

A. Health Program Description

1. Effective the first day of the pay period following ratification of this Agreement the State will continue to pay the employer health contribution rates established on January 1, 2023. 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 \$689 per month for coverage of an eligible employee (Party code one).
- b. The State shall contribute \$1,386 per month for coverage of an eligible employee plus one dependent (Party code two).
- c. The State shall contribute \$1,784 per month for coverage of an eligible employee plus two or more dependents (Party code three).

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 Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. The established flat dollar amounts shall be increased or decreased as appropriate pursuant to the formulas on January 1, 2024, January 1, 2025, and January 1, 2026. There shall be no further increase or decrease to the amount(s) in subsequent years without a negotiated Agreement.

2. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

3. Health Benefits Eligibility

a. Employee Eligibility

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

b. Permanent Intermittent (PI) Employees

Initial Eligibility – A PI employee will be eligible to enroll in health benefits 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) calendar days from the end of the qualifying control period.

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 AB26 (Chapter 588, Statutes of 1999).

9.1.17 Health/Dental/Vision Benefits (Unit 17)

A. Consolidated Benefits (CoBen) Program Description

1. CoBen Allowance

Upon ratification by the Legislature, 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 (4) 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 State Controller's Office if the notice is received by the tenth (10th) of the month.

2. Description of the Consolidated Benefit (CoBen) Program
Employees will be permitted to choose a different level of benefit coverage according to the employee's 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 CalHR, 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 that the employee has qualifying group 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 CalHR and certifies that the employee meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, including but not limited to having qualifying group health coverage from another source the employee may enroll in the CoBen Cash Option Program during the open enrollment period or as newly eligible to 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. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that the employee meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, included but not limited to having qualifying group health coverage from another source, but enrolls in a dental plan administered or approved by CalHR, the employee may enroll in CoBen Cash Option Program during the open enrollment period or as newly eligible to receive 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 dental benefits only or vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

- e. Bargaining Unit 17 Permanent Intermittent (PI) employees may enroll in the CoBen Cash Option Program as described in Section 18.1 of this Contract.
- 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) 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.
- g. Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the CoBen Cash Option.

B. 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. PI Employees

- a. Initial Eligibility – A PI employee will be eligible to enroll in health benefits 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) calendar 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).

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 CoBen Allowance as specified in subsection A (1) 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 subsection B (3) of this agreement.

D. Vision Benefit

1. Basic Plan 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 CoBen Allowance as specified in section A (1). 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 subsection B (3) of this agreement.
4. Enhanced Vision Plan Option
Employees may elect to participate in the Premier Plan during an open enrollment period. Participation is at the employee's cost.

9.2 Dental Benefit (Excludes Unit 17)

A. Contribution Amounts

1. The State agrees to continue to pay the following contributions that went into effect January 1, 2023 for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the CalHR.
 - a. The State shall pay up to \$38.12 per month for coverage of an eligible employee.
 - b. The State shall pay up to \$66.56 per month for coverage of an eligible employee plus one dependent.
 - c. The State shall pay up to \$96.21 per month for coverage of an eligible employee plus two or more dependents.
2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed 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 the employee has 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 (Excludes Unit 17)

A. Program Description Basic Plan

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.

D. Enhanced Vision Plan Option

Employees may elect to participate in the Premier Plan during an open enrollment period. Participation is at the employee's cost.

E. Nothing in this section would preclude the State from offering an enhanced benefit that would be in favor of the employee. Notice would be provided and the union would have a right to meet and confer.

9.4 Out-of-State Supplemental Health Care Program

A. The State agrees to pay state employees headquartered out-of-state and cannot enroll in a CalPERS sponsored Health Maintenance Organization (HMO), \$1,200 per year, expiring after the November 2023 pay period.

Effective with the December 2023 pay period, the state agrees to pay state employees who are headquartered out-of-state and enrolled in a CalPERS sponsored Preferred Provider Organization health plan because they cannot enroll in a CalPERS sponsored HMO plan, a monthly payment based on their health plan party code enrollment.

Party Code 1 \$200.00

Party Code 2 \$250.00

Party Code 3 \$300.00

This payment shall not be considered as “compensation” for purposes of retirement.

This section is grievable through Step 3.

B. Employees headquartered out-of-state and cannot enroll in a CalPERS sponsored HMO whose out-of-pocket medical expenses exceed the CalPERS sponsored HMO maximum out-of-pocket payment (MOOP), shall be reimbursed the actual expenses incurred above the CalPERS sponsored HMO MOOP up to the employee's plan's MOOP. This subsection expires December 31, 2023, and reimbursement may be claimed for all eligible expenses accrued in 2023.

9.5 Employee Assistance Program (EAP)

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, compensating time off (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 CTO have been exhausted, and the employee is not eligible to use Industrial Disability Leave or State Disability Insurance. 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.

9.6 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 the employee's out-of-pocket premium costs taken out of the employee's paycheck before Federal, State, and social security taxes are deducted. Employees who choose not to have the employee's out-of-pocket costs pre-taxed must make an election not to participate in this benefit.

9.7 Pre-Retirement Death Continuation of Benefits

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, domestic partner or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse, domestic partner or other eligible family member shall also be notified by the department during this period regarding Consolidation 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.

9.8 INTENTIONALLY EXCLUDED

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 the employee's 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 the employee's full shift.

D. The State shall not use the DIR's Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from the employee's normal work assignments.

9.11 Enhanced Industrial Disability Leave (EIDL)

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 the employee's 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 a patient/client or inmate/ward, or parolee.

B. An employee working in the DDS, DSH, CalVet, or in the Special Schools in the CDE 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 the employee's 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 or in the restraining of an assaultive resident, patient (individual), student, client, or member.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary. 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 an injury as delineated in A and B above, 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 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 department director may consider and grant EIDL on a case-by-case basis when the department director determines the injury was in fact job-related.

I. If a claim is denied by the department director, the Union may request a review by CalHR.

J. Within thirty (30) days of the ratification of this agreement, the parties will meet to discuss whether Bargaining Unit 3 employees working for the Department of Rehabilitation meet the criteria to be eligible for EIDL.

9.12 FlexElect Program

- A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code section 125 and related sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable state and federal laws and any related administrative provisions adopted by CalHR. The administrative fee paid by participants will be determined each year by CalHR.
- B. To be eligible to enroll in the FlexElect Medical Reimbursement Account or Dependent Care Reimbursement Account, employees must have a permanent appointment with a time base of half-time or more, or if in a limited term or a temporary authorized position, must have mandatory return rights to a permanent position (not permanent intermittent). PI employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.
- C. The State shall continue its current practice on a cash option in the FlexElect Program for Bargaining Unit (BU) 1, 3, 4, 11, 14, 15, 20, and 21 employees who meet the eligibility criteria for state-sponsored health benefits and the FlexElect Cash Option Program, including but not limited to having qualifying group health coverage from another source, to enroll for the cash option in lieu of health and/or dental coverage. The CoBen Cash Option Program is available to eligible BU 17 employees as discussed in section 9.1.17.
- D. PI employees are eligible to participate in the FlexElect or CoBen Cash Option Program as described in Article 18 of this Contract.

- E. Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the FlexElect Cash Option.

9.13 Long-Term Care Insurance Plan

- 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.

9.14 Temporarily Disabled Employees

- A. When an employee claims to be temporarily disabled and prevented from performing the employee's 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 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL 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 (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

E. Temporary Disability (TD) with supplementation, as provided for in Government Code section 19863, will no longer be available to any State employee who is a member of either the CalPERS or CalSTRS 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. 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

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.

9.17 State Disability Insurance (SDI)

- A. 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. SDI provides benefits for an employee disabled due to a non-work related illness or injury. SDI benefits include Paid Family Leave (PFL) which provides benefits to an employee who takes time off to care for a seriously ill family member as defined by section 3301 et seq. of the California Unemployment Insurance Code, or to bond with a minor child within one (1) year after the child's birth or placement of the child in connection with foster care or adoption. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.

2. 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 and for PFL up to a maximum of six (6) weeks. Effective July 1, 2020, PFL will extend from six (6) weeks to a maximum of eight (8) 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 Out-of-State Supplemental Health Care Program (Article 9.4) shall continue eligibility as long as the employee is not remitting the employee's health, dental and vision premiums directly to the healthcare providers.
4. If an employee is released by the employee's physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), personal necessity leave (PNL-BU 3) or sick leave balances to supplement the employee's SDI benefits.
5. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, PNL (BU 3), or annual leave may be used to cover this period in its entirety.
6. Beginning on January 1, 2018, an employee taking PFL as described in section A (1) to care for a family member will be eligible for benefits without the seven (7) day waiting period if the employee meets the requirements of section 3303 of the California Unemployment Insurance Code.

7. An employee may elect to supplement the employee's SDI benefit with leave integration up to forty (40) hours per month of the employee's accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), PNL (BU 3), or sick leave balances. If an employee elects to use annual leave or sick leave to supplement, it may affect the SDI benefits. An employee's combined SDI benefit and use of leave credits cannot exceed the employee's regular monthly gross (less mandatory reductions) pay. Within one week of being disabled from work, the employee or the employee's representative must contact the employee's departmental personnel office to provide information on the following:

- a. The date the disability/illness commenced;
- b. The estimated duration of the disability;
- c. A phone number where the employee can be reached;
- d. The election of leave credits usage during the first week of disability;
- e. The number of hours in a month to be charged to leave credits;
- f. Whether or not the employee is planning to file for SDI;
- g. The election to supplement leave credits with SDI benefits;
- h. 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 supplementation of benefits and payment.

B. 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.

- C. Current State employees who transfer into this bargaining unit who are eligible for ENDI and NDI benefits prior to transfer shall be entitled to retain the employee's ENDI and NDI eligibility for six (6) months.
- D. When the State Controller's Office resumes its effort to modernize the State's current payroll system, the State agrees to meet with the Union to discuss the feasibility of integration of SDI benefits.

9.18.4 Caltrans Life Insurance (Unit 4)

- A. In addition to the workers' 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 workers' 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 the dispute or a court of competent jurisdiction resolves the matter for the disputants.

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) Unit 11 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 Workers' 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 the parties have settled the dispute or a

court of competent jurisdiction resolves the matter.

- 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 State Personnel Board (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 Department of Fair Employment and Housing (DFEH), and/or the Equal Employment Opportunity Commission (EEOC).
- 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, retain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- E. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.
- F. When an employee's injury or illness is medically determined to be permanent, the employee may request Reasonable Accommodation as prescribed by the State Personnel Board (SPB). The State will review the request in conformance with SPB rules. Nothing in this Section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration) of this Contract, but may be appealed through the SPB's Reasonable Accommodation Appeals Process.

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 sixty (60) 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 State Personnel Board's (SPB) 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 (FlexElect) for eligible non-represented employees changes employment status to that of a represented employee in

the bargaining unit, the employee will maintain the employee's flexible benefit elections through the duration of the FlexElect plan year in lieu of the corresponding benefits provided by this Contract. At the conclusion of the FlexElect, 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 California Department of Human Resources (CalHR) policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of an employee with a disability. Such efforts shall include the types of reasonable accommodation specified by the CalHR.
- 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 pursued with the State Personnel Board through the complaint procedure specified by the Board and/or with the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

9.22 Health Benefits Advisory Committee

As a part of the Joint Union Labor Management Benefits Advisory Committee, CalHR will arrange, with the assistance of CalPERS, for representatives of the major California health care providers to give educational forums. In these educational forums, health care providers will be asked to discuss cost containment methods, plan design, operational changes, and methods to improve member(s) overall health.

9.23 Supplemental Health Benefits Contribution

A. The State agrees to provide the employer health benefits contributions pursuant to Sections 9.1 and 9.1.3 of this contract. Effective the first day of the pay period following ratification by both parties but no earlier than December 1, 2023, the State agrees to provide an additional amount up to \$165 (one hundred and sixty five dollars) toward the monthly employer health benefits contribution for each employee who is enrolled in a CalPERS-sponsored health plan.

B. The State agrees to provide the Consolidated Benefits (CoBen) Allowance pursuant to Section 9.1.17 of this contract. Effective the first day of the pay period following ratification by both parties but no earlier than December 1, 2023, the State agrees to provide an additional amount up to \$165 (one hundred and sixty five dollars) toward the monthly CoBen allowance for each employee who is enrolled in a CalPERS-sponsored health plan.

C. This section is grievable through Step 3.

9.24 Prefunding of Post-Retirement Health Benefits

The State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21; and, agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

A. Beginning July 1, 2018, the State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 will prefund retiree health care, with the goal of reaching a fifty percent (50%) cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2020. The amount of employee and matching employer contributions required to prefund retiree health care shall increase by the following percentages of pensionable compensation:

1. July 1, 2018: by 1.2 percent.
2. July 1, 2019: by 1.1 percent, for a total of 2.3 percent.
3. July 1, 2020: by 1.2 percent, for a total of 3.5 percent.

- B. Effective the first day of the pay period following ratification by both parties, the contribution percentages described in section 9.24 (A) shall be decreased by half a percent (0.5%), for a total of 3.0 percent.
- C. Effective July 1, 2024, and each July thereafter, the contribution percentages described in section 9.24 (B) shall be adjusted based on actuarially determined total normal costs. Adjustment to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half a percent (0.5%) from the total normal cost contributions in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, commencing no sooner than July 1, 2024, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed half a percent (0.5%) per year.
- D. **Employees Subject to Other Post Employment Benefit (OPEB) Prefunding**
All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half time, do not contribute. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 shall begin contributing immediately, unless they are not subject, as set forth above.
- E. **Withholding of Contributions**
Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office.
- F. Contributions will be deposited in a designated state subaccount for SEIU Local 1000 of the Annuitant's Health

Care Coverage Fund for the purpose of providing retiree health and dental benefits to state annuitants and dependents associated with SEIU Local 1000 Bargaining Units. As defined in Government Code Section 22940, a designated state subaccount is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."

- G. Contributions paid pursuant to this Agreement shall not be recoverable under any circumstances to an employee or the employee's beneficiary or survivor.
- H. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.
- I. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

ARTICLE 10 – HEALTH AND SAFETY

10.1 Health and Safety Commitment

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

10.2 Health and Safety Committees

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

- B. At the Union's request, the State may establish local work site Joint Union Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern. These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety. The twenty-four (24) hour institutions agree to continue local worksite health and safety committees.
- C. Employees appointed to serve on the committee shall serve without loss of compensation.
- D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union Management Health and Safety Committee and shall remain confidential.
- E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union Management Health and Safety Committee.

10.3 Occupational Hazards

When an employee in good faith believes that the employee is being required to work where an immediate and recognizable threat to the employee's health and safety exists, the employee will so notify the employee's 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 the employee's 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)

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 CalHR level shall be final.

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, cardiopulmonary resuscitation

(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.
- C. The State recognizes the importance of Safety Orientation for new employees. Issues related to delays of providing the appropriate orientation for new employees, shall be brought forward by SEIU pursuant to Article 5.10 (Labor Management Committees) and resolved in a problem solving context.

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 forty-five (45) days of hire and will provide this orientation no later than five (5) months from date of hire.

The State recognizes the importance of Safety Orientation for new employees. Issues related to delays of providing the appropriate orientation for new employees, shall be brought forward by SEIU pursuant to Article 5.10 (Labor Management Committees) and resolved in a problem solving context.

10.5.21 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.

10.6 Emergency Evacuation Procedures

A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees. The program shall be reviewed every two years to identify current trends and best practices.

B. Each department shall conduct annual training, and provide training upon implementation of the plan, for any changes to the plan, or for changes to the scope of the employees' responsibilities.

C. Any concerns arising from this section may be addressed by either party by raising the issues to the health and safety committees established under Article 10.2, Health and Safety Committees.

D. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the CalHR level shall be final.

10.7 Protective Clothing (Excludes Units 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 the employee's 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 the employee's expense.

10.7.17 Protective Clothing and Equipment (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 of 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 employees' clothing from damage or stains which would be present in the normal performance of the employee's 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 the employee's expense.
- D. The employee shall comply with any instructions provided by the State in regards to protective clothing.

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

- A. The Union agrees that the State shall continue a protective clothing program in the OSP pressroom. The Program shall continue for the duration 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 the employees' 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 the employee's 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 Units 15, 17 and 21)

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 the employee's 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 the employees feel it may add to the employees' overall safety.

- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at the employee's 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 (e.g. cloth aprons, gloves) and other equipment for the protection and safety of employees in the conduct of the employee's 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 the employee feels it may add to the employee's overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at the employee's 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.

10.9.21 Safety Equipment (Unit 21)

The State is committed to providing protective and safety equipment for the personal protections of its employees, taking into consideration the various work environments and the inherent risks of various job assignments. The State shall determine the protective and safety equipment, by employee classification and job assignment.

Employees may request additional safety equipment be made available for the employee's use in the job. Denial of an employee request for safety equipment by the State shall be in writing.

10.10 Medical Monitoring (Excludes Units 14, 17 and 21)

Medical monitoring programs shall be discussed by the appropriate departmental Joint Labor Management Health and Safety Committee(s) and the committee(s) 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 Labor 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)

- 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 Material Safety Data Sheet (MSDS) and/or Safety Data Sheet (SDS) 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 and/or SDS be sent.

- C. An employee will receive training from the employee's 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-and/or SDS; (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

To the extent possible, where staff are employed at a permanent work site, the State will provide:

- A. Single occupancy restrooms that shall be designated as gender neutral.
- B. Restroom facilities for staff that are separate from those provided to inmates, wards, residents, patients, members, and students.

10.13 Access to Work Areas 24 Hours (Excludes Units 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 the employee's work areas during the employee's normal work hours.

10.13.21 Access to Work Areas 24 Hours (Unit 21)

- A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.

- B. Upon request, and subject to operational need and the overall safety of the employees, departments may grant access to employees outside the department's normal office hours.

10.14 Personal Alarms (Excludes Units 15, 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.

10.14.15 Personal Alarms-CDCR (Unit 15)

- 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 daily to ensure operational order. A log of the testing shall be maintained by the department. The Union shall have the right to inspect this log upon written request. If a Unit 15 employee attends the monthly Health and Safety

Committee meeting at an institution, the department shall make the log available for inspection during that meeting.

- 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.
- E. Upon request from the Union, the California Department of Corrections and Rehabilitation shall establish an additional seat for a Unit 15 employee to participate in the monthly Health and Safety Committee meeting at the institution where the employee works. The Unit 15 employee reserves the right to add an item to the meeting's agenda to discuss issues associated with Personal Alarms.

10.14.21 Personal Alarms (Unit 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. The parties agree concerns in this area are appropriate subjects for priority consideration by the appropriate Joint Labor Management Health and Safety Committee.
- 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: CDCR (Unit 17)

The Department of Corrections and Rehabilitation 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.

10.16.15 Alarm System: DDS and DSH (Unit 15)

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

10.16.17 Alarm System: DDS and DSH (Unit 17)

- A. The Departments of Developmental Services and Department of State Hospitals agree that all alarm system equipment shall be maintained and periodically tested to ensure employees' safety.
- B. The personal alarm shall be tested daily to ensure operational order.
- C. DDS and DSH agree to meet with the Union, upon request, to discuss problems with the alarm system and necessary plans to correct these problems.

10.18 Referral of Assault/Battery (Excludes Units 1, 3, 11, 14, 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 policy agency.

10.18 Referral of Assault/Battery (Excludes Units 4, 11, 15, 17 and 20)

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.

10.18.11 Referral of Assault/Battery (Unit 11)

- 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 any assault and/or battery, as defined by current laws that occurs during an inspection performed by an employee of the Air Resources Board or the Department of Food and Agriculture to the appropriate law enforcement 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 Units 3 and 17)

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

10.19.3 Positive Behavioral Support Training (Unit 3)

- A. All departments will continue to make available training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations. Such training must be available at least once annually.
- B. Department of State Hospitals (DSH) and the Department of Developmental Services (DDS):
 - 1. Assaultive behavior training shall be mandatory.
 - 2. All employees will be required to attend assaultive behavior training at a minimum of every two (2) years. Assaultive behavior training shall be mandatory within six (6) months of assuming employment.
 - 3. Representatives of SEIU Local 1000 (Unit 3) may meet with DDS for the purpose of discussing the need to reform a statewide assaultive behavior training committee.
 - 4. The DSH will continue to allow the SEIU Local 1000, one (1) seat on the statewide committee.
- C. California Department of Corrections and Rehabilitation/Division of Juvenile Justice (CDCR/DJJ):
 - 1. As part of the new employee orientation, the Division of Juvenile Justice (DJJ) will provide training in appropriate techniques in de-escalation and handling assaultive behavior.
 - 2. In addition, annual refresher training will be conducted for all Unit 3 employees.
- D. California Department of Education, State Special Schools:
 - 1. As part of new employee orientation, the State Special Schools will provide Nonviolent Crisis Intervention (CPI) training.
 - 2. Annual refresher training will be provided to all full time Unit 3 employees at State Special Schools.

10.19.17 Prevention and Management of Assaultive Behavior or Therapeutic Strategies and Interventions Training (Unit 17)

A. Department of State Hospitals (DSH), Department of Developmental Services (DDS), and Department of Corrections and Rehabilitation/California Correctional Health Care Services (CDCR/CCHCS):

1. At DDS Prevention and Management of Assaultive Behavior (PMAB) or at DSH and CDCR/CCHCS, Therapeutic Strategies and Interventions (TSI) training, or department equivalent training, shall be mandatory.
2. The State shall provide all employees with an annual opportunity to attend PMAB/TSI training. All employees will be required to attend PMAB/TSI/department equivalent training at a minimum every two (2) years. PMAB/TSI training shall be mandatory within six (6) months of assuming employment.
3. Employees shall be compensated for attending PMAB/TSI/department equivalent 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 DSH agrees to schedule a meeting at the headquarters level to consider the Union's suggestions relating to the TSI program in DSH.
6. The Union shall be entitled to representation on the DSH Statewide TSI Committee.

B. PMAB/TSI/department equivalent training for Unit 17 employees in departments or facilities other than those listed in paragraph above, may be offered on a space available basis and subject to arrangements being made to relieve the employees of the employee's regular duties.

10.20.15 Active Treatment Crisis Management, Therapeutic Strategies and Interventions Training or Nonviolent Crisis Intervention, (CPI) (Unit 15)

- A. The State shall provide Active Treatment Crisis Management or Therapeutic Strategies and Interventions Training for Unit 15 employees whose regular assignment involves the coordination and care of clients in Department of Developmental Services (DDS) and Department of State Hospitals (DSH). 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 DSH will be provided Active Treatment Crisis Management (DDS) or Therapeutic Strategies and Interventions Training (DSH) when space is available and arrangements can be made to relieve them of the employee's regular duties.
- C. Such training will occur during Unit 15 employees' regular work shift. However, departments may adjust the employees' work schedule to allow for the employee's participation in the training.
- D. The Department of Education shall provide Non Violent Crisis Intervention, (CPI) for all Unit 15 employees whose regular employment requires routine contact with students. Nonviolent Crisis Intervention, (CPI) 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 Departments of State Hospitals, Developmental Services, Veterans Affairs, CDCR/CCHCS, and Department of Education shall provide Management of Assaultive Behavior training or department equivalent 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, patients, and students from the effect of the employee's 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 and Bullying Prevention Program

The State and the Union developed a model Workplace Violence and Bullying Prevention Program. The parties agree that the model Workplace Violence and Bullying Prevention Program will be updated within 90 (ninety) days of ratification to include the definition of "abusive conduct", consistent with Government Code Section 12950.1, and that "abusive conduct" is also known as "bullying". Each department shall maintain a Workplace Violence and Bullying Prevention Program that meets the existing mutually agreed upon model program until an updated model program is made available to departments. The department program shall be in writing and distributed and/or made available to all employees.

10.22 Computer Work Stations

A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union Management Video Display Terminal Committee Report.

B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the "Easy Ergonomics for Desktop Computer Users" booklet which will be available to all departments for training purposes.

C. Upon the request of the employee, the State shall provide an ergonomic evaluation of the employee's primary workstation by a trained evaluator.

D. 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.

In the event that the State modifies existing or creates new policies regarding computer work stations, written notice and an opportunity to meet and confer over the impact of such changes will be provided to the Union in accordance with the provisions of Section 24.1 of this Agreement.

10.23 Independent Medical Examinations

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform the employee's 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 the employee's 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 Units 15, 17, 20 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 Care Services (DHCS), Public Health, CalVet, DIR, DDS, DSH, 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 at the worksite, the State shall notify potentially exposed employees.

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.

10.25.15 Infectious Disease Control (Unit 15)

- 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 Bargaining Unit 15 classifications in the DHCS, CDPH, CalVet, DIR, DDS, DSH, CDCR, CCHCS, CalPIA, CHP, CDE, CSC, DGS, Caltrans, EDD and the CalEPA, whose laboratory, research, testing, or regulatory duties, or duties may expose them to infectious diseases or bloodborne pathogens.
- C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees prior to entering the affected area.
- 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 13.18.17, or the Health and Safety Committees provided for under section 10.2 (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.
- C. When an outbreak of infectious, contagious or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees.

10.25.20 Infectious Disease Control (Unit 20)

- 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 DHCS, Public Health, CalVet, California Department of Industrial Relations (DIR), DDS, DSH, CDCR/CCHCS, CDE, and the 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 at the worksite, the State shall notify potentially exposed employees.
- 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.

10.25.21 Training in Infectious Disease Control (Unit 21)

- A. 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.
- B. Employees shall be provided training on infectious disease control as related to job performance. Infectious disease control training shall include, but not be limited to, bloodborne and airborne diseases.
- C. When a Department becomes aware of an outbreak of infectious, contagious, or communicable diseases/conditions at a worksite, the State shall endeavor to notify potentially exposed employees.

10.26 Precautions Against Exposure to Bloodborne Pathogens

- A. The CDCR, DSH, CalVet, 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 Health and 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, DSH, CalVet, 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 the employee's employment will be advised of the employee's ability to receive appropriate treatment and care as determined by the employee's 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, DSH, CalVet, 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

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, the materials 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:

“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.”

E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to this section.

10.28 Pest Control

A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours’ notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.

B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making the employee’s 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:

“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.”

E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to this section.

10.29 Smoking Cessation

A. The State will continue to provide smoking cessation programs consistent with prior departmental practices.

B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.

C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

10.30 Health and Safety Grievances

A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.

B. To this end, the parties agree that it is in the parties' 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 the employee's health and safety.

D. When an employee in good faith believes that the employee is being required to work where an immediate and recognizable threat to the employee's health and safety exists, the employee will so notify the employee's 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 the employee's assigned duties. If the Union or the employee still believe the immediate and recognizable threat to the employee's 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 the grievant's 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 CalHR 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 CalHR 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 Article 6 unless otherwise provided.

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. Upon advance request, a Union representative shall be permitted to accompany the Health and Safety Officer and/or a designee when conducting the inspections. Permission shall not be unreasonably withheld; however, it may be denied for reasons of safety, security, or patient care including patient privacy. 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 Temperature Controls (Excluding Units 3 and 15)

- A. The State and the Union acknowledge the vital importance of maintaining proper temperatures at worksites to minimize physical discomfort and promote a healthy working environment.

- B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to, levels articulated in the State Administrative Manual (SAM) and levels articulated in Cal/OSHA policies.

- C. The State is committed to making every effort to adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines, the State shall make every effort to correct this deficiency in a timely manner.

- D. In the event that the temperature continues to be out of compliance with State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees are released from the worksite by management, the employees will be released without loss of compensation.

E. This section shall only be grievable to the third level of the grievance process.

10.33.3 Temperature Controls (Unit 3)

A. The State and the Union acknowledge the vital importance of maintaining proper temperatures in the worksites that minimize physical discomfort and promote a healthy working environment.

B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to, levels articulated in the State Administrative Manual (SAM) and levels articulated in Cal/OSHA policies.

C. The State is committed to making every effort to adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines the State shall make every effort to correct this deficiency in a timely manner.

D. In the event that the temperature continues to be out of compliance with State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees in Unit 3 are released from the worksite by management, the employees will be released without loss of time or pay in accordance with the employee's professional status.

E. This section shall only be grievable to the second level of the grievance process.

10.33.15 Laundry and Kitchen Temperatures and Visibility (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 laundry and kitchen work areas.

- B. The State shall comply with applicable regulations regarding temperature variance in laundry and kitchen work areas. Additionally, the department will consider and may alter the shifts of Unit 15 employees so that the employees 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.
- C. When an employee reports a loss of visibility in the kitchen area, due to elements such as steam or smoke, the supervisor will take appropriate action to ensure the safety of employees.
- D. The State shall maintain and clean the kitchen exhaust systems to mitigate the loss of visibility in the work area at least once a quarter, throughout the year.
- E. Upon request from the Union, the California Department of Corrections and Rehabilitation shall establish an additional seat for a Unit 15 employee to participate in the monthly Health and Safety Committee meeting at the institution where the employees work. The Unit 15 employee reserves the right to add an item to the meeting's agenda to discuss issues associated with laundry and kitchen temperatures.

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

- A. The DWR will establish 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.

10.34.15 Building Temperature During Night Shift (Unit 15)

The State shall endeavor to maintain moderate building temperatures while Custodians are performing assigned duties in the evening shift. Custodians shall refer concerns about building temperatures to the employee's immediate supervisor, or building manager, in the event the employee's supervisor is unavailable.

10.35.17 Employee Self-Protection (Unit 17)

The Department of Education Special Schools, the California Department of Veterans Affairs, the Department of Health Care Services and the Department of Public Health 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 a 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 the employee to be removed from the employee's 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 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 the employee's daily routine.

- C. At CalVet and CDE's Special Schools, the departments will not schedule student or member activities in designated employee break rooms.

10.39 Sharps Disposal

A. Buildings with state employees shall make a sharps container available in restrooms, pursuant to SAM section 1930.12.

B. This section is subject to the grievance procedure up to Step 3 (CalHR).

ARTICLE 11 – SALARIES

11.1 Salaries

A. General Salary Increases

1. Effective July 1, 2023, all SEIU represented employees in eligible classifications shall receive a General Salary Increase (GSI) of 3.0%.
2. Effective July 1, 2024, all SEIU represented employees in eligible classifications shall receive a GSI of 3.0%.
3. Effective July 1, 2025, all SEIU represented employees in eligible classifications shall receive a GSI of 3.0%.
 - a. At the time of the May Revision to the 2025-2026 Governor's Budget, if the Department of Finance projects sufficient excess funding, then the General Salary Increase in 11.1.A.3 of this MOU shall be 4.0% on July 1, 2025.

(1) The determination of sufficient excess funding shall be at the sole discretion of the Director of the Department of Finance based on the following considerations:

- The Director of the Department of Finance determines the state (revenue is sufficient to fully fund all existing statutory and constitutional obligations, and existing fiscal policy, including all budget adjustments and known cost increases.
- The Director of the Department of Finance determines that sufficient excess funding is available to fully fund the cost of providing the additional 1.0% percent increase for all eligible employees.

(2) In the event the Director of the Department of Finance determines sufficient excess funding is available, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.

(3) In the event the Director of the Department of Finance determines that sufficient excess funding is not available, at their sole discretion, the section 11.1.A.3 General Salary Increase of 3.0% shall become effective on July 1, 2025, for all eligible employees.

B. Eligible classifications are within a recognized collective bargaining unit that has a ratified collective bargaining agreement containing these provisions

11.1.1 Special Salary Adjustments (Unit 1)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R01	1152	CORRECTIONAL CASE RECORDS ANALYST	5.50%
R01	1221	HEARING REPORTER PUBLIC UTILITIES COMMISSION	5.00%
R01	1229	HEARING REPORTER	5.00%
R01	1303	PERSONNEL SPECIALIST	5.00%
R01	1311	PAYROLL SPECIALIST	5.00%
R01	1315	SENIOR PAYROLL SPECIALIST	5.00%
R01	1317	SENIOR PERSONNEL SPECIALIST	5.00%
R01	1820	LEGAL ASSISTANT	5.00%
R01	2246	HEALTH FACILITIES EVALUATOR SPECIALIST	5.00%
R01	2800	STATE HISTORIAN II	5.30%
R01	2801	STATE HISTORIAN I	6.10%
R01	4101	FINANCIAL INSTITUTIONS EXAMINER	5.00%
R01	4102	SENIOR FINANCIAL INSTITUTIONS EXAMINER	5.00%
R01	4267	TAX AUDITOR, BOARD OF EQUALIZATION	5.00%
R01	4336	TAX AUDITOR, EMPLOYMENT DEVELOPMENT DEPARTMENT	5.00%
R01	4341	STAFF TAX AUDITOR, EMPLOYMENT DEVELOPMENT DEPARTMENT	5.00%

R01	4362	TAX AUDITOR, FRANCHISE TAX BOARD	5.00%
R01	4367	PUBLIC LAND MANAGEMENT SPECIALIST I	10.29%
R01	4368	PUBLIC LAND MANAGEMENT SPECIALIST II	15.80%
R01	4369	PUBLIC LAND MANAGEMENT SPECIALIST III	15.75%
R01	4370	PUBLIC LAND MANAGEMENT SPECIALIST IV	3.25%
R01	4380	BUSINESS TAXES SPECIALIST I, BOARD OF EQUALIZATION	5.00%
R01	4435	SENIOR INSURANCE RATE ANALYST	2.50%
R01	4438	ASSOCIATE INSURANCE RATE ANALYST	2.50%
R01	4441	INSURANCE RATE ANALYST	2.50%
R01	4499	PUBLIC UTILITY FINANCIAL EXAMINER IV	5.00%
R01	4617	ENVIRONMENTAL PLANNER (ARCHEOLOGY)	5.00%
R01	4618	ENVIRONMENTAL PLANNER (ARCHITECTURAL HISTORY)	5.00%
R01	4634	ASSOCIATE ENVIRONMENTAL PLANNER (ARCHEOLOGY)	5.00%
R01	4635	ENVIRONMENTAL PLANNER (NATURAL SCIENCES)	5.00%

R01	4640	ENVIRONMENTAL PLANNER	5.00%
R01	4642	ASSOCIATE ENVIRONMENTAL PLANNER (ARCHITECTURAL HISTORY)	5.00%
R01	4680	ASSOCIATE ENVIRONMENTAL PLANNER (NATURAL SCIENCES)	5.00%
R01	4682	ASSOCIATE ENVIRONMENTAL PLANNER (SOCIOECONOMIC)	5.00%
R01	4711	ASSOCIATE ENVIRONMENTAL PLANNER	5.00%
R01	4721	ASSOCIATE TRANSPORTATION PLANNER	5.00%
R01	4726	COASTAL PROGRAM ANALYST I	5.00%
R01	4735	COASTAL PROGRAM ANALYST II	5.00%
R01	4768	TRANSPORTATION PLANNER	5.00%
R01	4808	CONSERVANCY PROJECT DEVELOPMENT ANALYST I	15.78%
R01	4809	CONSERVANCY PROJECT DEVELOPMENT ANALYST II	15.76%
R01	4814	CONSERVANCY PROJECT DEVELOPMENT SPECIALIST	5.00%

R01	4959	RIGHT OF WAY AGENT	5.00%
R01	4965	ASSOCIATE RIGHT OF WAY AGENT	5.00%
R01	5237	LEGAL ANALYST	5.00%
R01	5672	AVIATION SAFETY OFFICER II	2.50%
R01	5758	RESEARCH DATA SPECIALIST II	5.00%
R01	5770	RESEARCH DATA SPECIALIST III	5.00%
R01	5729	RESEARCH DATA ANALYST I	5.00%
R01	5731	RESEARCH DATA ANALYST II	5.00%
R01	5742	RESEARCH DATA SPECIALIST I	5.00%
R01	8001	HEALTH FACILITIES EVALUATOR I	5.00%
R01	8007	HEALTH FACILITIES EVALUATOR TRAINEE	5.00%
R01	8052	HEALTH FACILITIES EVALUATOR II	5.00%
R01	8562	ASSOCIATE INSURANCE COMPLIANCE OFFICER, DEPARTMENT OF INSURANCE	5.00%
R01	8607	SENIOR INSURANCE COMPLIANCE OFFICER (SPECIALIST), DEPARTMENT OF INSURANCE	5.00%
R01	9194	EMPLOYMENT PROGRAM REPRESENTATIVE	5.00%
R01	9233	DISABILITY INSURANCE PROGRAM REPRESENTATIVE	5.00%

R01	9338	WORKERS' COMPENSATION COMPLIANCE OFFICER	2.50%
R01	9339	SENIOR WORKERS' COMPENSATION COMPLIANCE OFFICER	2.50%
R01	8727	DRIVER SAFETY HEARING OFFICER	4.00%

11.1.3 Special Salary Adjustments (Unit 3)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive special salary adjustments of 5%:

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R03	9149	SUBSTITUTE TEACHER, SCHOOL FOR THE BLIND	5.00%
R03	9178	SUBSTITUTE TEACHER, SCHOOL FOR THE DEAF	5.00%
R03	9191	TEACHER SPECIALIST, SCHOOL FOR THE DEAF	5.00%
R03	9200	TEACHER SPECIALIST, DIAGNOSTIC CENTER	5.00%
R03	9153	TEACHER SPECIALIST, SCHOOL FOR THE BLIND	5.00%
R03	9151	TEACHER, SCHOOL FOR THE BLIND	5.00%
R03	9180	TEACHER, SCHOOL FOR THE DEAF	5.00%

11.1.4 Special Salary Adjustments (Unit 4)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R04	1245	EXECUTIVE SECRETARY II	5.00%
R04	1247	EXECUTIVE SECRETARY I	5.00%
R04	1728	EXECUTIVE ASSISTANT	5.00%
R04	1176	SECRETARY	5.00%
R04	1282	LEGAL SECRETARY	5.00%
R04	1307	LIBRARY TECHNICAL ASSISTANT I	5.00%
R04	1318	LIBRARY TECHNICAL ASSISTANT (SAFETY)	5.00%
R04	1660	DISPATCHER-CLERK	5.00%
R04	1780	MAILING MACHINES OPERATOR II	5.00%
R04	1804	TECHNICAL ASSISTANT II, POLITICAL PRACTICES COMMISSION	5.00%
R04	1872	HEALTH RECORD TECHNICIAN II (SPECIALIST)	5.00%
R04	1890	SENIOR MOTOR VEHICLE TECHNICIAN	5.00%
R04	1975	TAX TECHNICIAN III, BOARD OF EQUALIZATION	5.00%
R04	3710	DISPATCHER-CLERK, CALTRANS	5.00%

R04	6412	SENIOR BENEFIT PROGRAM SPECIALIST (CALPERS)	5.00%
R04	8737	CONTROL CASHIER II (MOTOR VEHICLE SERVICES), DEPARTMENT OF MOTOR VEHICLES	5.00%
R04	8739	CONTROL CASHIER II (VEHICLE REGISTRATION), DEPARTMENT OF MOTOR VEHICLES	5.00%
R04	9079	LOTTERY TICKET SALES SENIOR SPECIALIST	5.00%
R04	9587	TAX PROGRAM TECHNICIAN I, FRANCHISE TAX BOARD	5.00%
R04	9588	TAX PROGRAM TECHNICIAN II, FRANCHISE TAX BOARD	5.00%
R04	9778	SENIOR PENSION PROGRAM REPRESENTATIVE	5.00%
R04	9929	PROGRAM TECHNICIAN III	5.00%

11.1.11 Special Salary Adjustments (Unit 11)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1 A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
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R11	0615	PLANT QUARANTINE INSPECTOR	5.00%
R11	0647	AGRICULTURAL PEST CONTROL SPECIALIST	5.00%
R11	3042	WATER RESOURCES ENGINEERING ASSOCIATE (SPECIALIST)	5.00%
R11	3043	WATER RESOURCES TECHNICIAN II	5.00%
R11	3044	WATER RESOURCES TECHNICIAN I	5.00%
R11	3124	CIVIL ENGINEERING ASSOCIATE	5.00%
R11	3129	CIVIL ENGINEERING TECHNICIAN II	5.00%
R11	3202	BRIDGE ARCHITECTURAL ASSOCIATE	5.00%
R11	3203	BRIDGE ARCHITECTURAL ASSISTANT	5.00%
R11	3204	BRIDGE ARCHITECTURAL TRAINEE	5.00%
R11	3380	LEAD STRUCTURAL STEEL INSPECTOR (NONDESTRUCTIVE TESTING)	5.00%
R11	3381	MATERIALS AND RESEARCH ENGINEERING ASSOCIATE (SPECIALIST)	5.00%
R11	3387	ASSOCIATE STEEL INSPECTOR	5.00%
R11	3389	STRUCTURAL STEEL INSPECTOR	5.00%

		(NONDESTRUCTIVE TESTING)	
R11	3390	ASSISTANT STEEL INSPECTOR	5.00%
R11	3448	CONSTRUCTION SUPERVISOR I WATER RESOURCES	5.00%
R11	3449	CONSTRUCTION INSPECTOR WATER RESOURCES	5.00%
R11	3461	ELECTRICAL CONSTRUCTION SUPERVISOR I	5.00%
R11	3466	MECHANICAL CONSTRUCTION SUPERVISOR I	5.00%
R11	6991	SEISMOLOGICAL INSTRUMENT TECHNICIAN I	5.00%
R11	6992	SEISMOLOGICAL INSTRUMENT TECHNICIAN II	5.00%
R11	6993	SEISMOLOGICAL INSTRUMENT TECHNICIAN III	5.00%
R11	7890	SUPERVISING LABORATORY ASSISTANT I	5.55%
R11	3175	TRANSPORTATION ENGINEERING TECHNICIAN	5.00%

11.1.14 Special Salary Adjustments (Unit 14)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1 A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R14	1473	PRINTING TRADES PRODUCTION COORDINATOR	5.00%
R14	7322	WEBFED OFFSET PRESS OPERATOR I	5.00%
R14	7324	SHEETFED OFFSET PRESS OPERATOR II	5.00%
R14	7327	SHEETFED OFFSET PRESS OPERATOR III	5.00%
R14	7329	SHEETFED OFFSET PRESS OPERATOR IV	5.00%
R14	7330	SHEETFED OFFSET PRESS OPERATOR V	5.00%
R14	7331	WEBFED OFFSET PRESS OPERATOR II	5.00%
R14	7332	WEBFED OFFSET PRESS OPERATOR III	5.00%
R14	7333	WEBFED OFFSET PRESS OPERATOR IV	5.00%
R14	7399	BOOKBINDER IV	5.00%
R14	7401	BOOKBINDER III	5.00%
R14	7402	BOOKBINDER II	5.00%
R14	7431	PRINTING PLANT MACHINIST	5.00%
R14	7437	PRINTING TRADES ASSISTANT II	5.00%

11.1.15 Special Salary Adjustments (Unit 15)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

- A. Cook Specialist II (2184) five percent (5%)
- B. Cook Specialist II (Correctional Facility) (2186) five percent (5%)
- C. Correctional Supervising Cook (Correctional Facility) (2183) five percent (5%)
- D. Custodian II (2003) six point sixty-one percent (6.61%)

E. Laundry Supervisor II (Correctional Facility) (2111) four percent (4%)

11.1.17 Special Salary Adjustments (Unit 17)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R17	8011	HEALTH FACILITIES EVALUATOR NURSE	5.00%
R17	8143	NURSE EVALUATOR I, HEALTH SERVICES	5.00%
R17	8144	NURSE EVALUATOR II, HEALTH SERVICES	5.00%
R17	8160	HEALTH SERVICES SPECIALIST	5.00%
R17	8210	PUBLIC HEALTH NURSE II	5.00%
R17	8212	NURSE PRACTITIONER	5.00%
R17	8213	PUBLIC HEALTH NURSE I	5.00%
R17	8227	NURSE PRACTITIONER, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	5.00%
R17	8297	PUBLIC HEALTH NURSE I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	5.00%

R17	9274	PUBLIC HEALTH NURSE I, CORRECTIONAL FACILITY	5.00%
R17	9278	NURSE PRACTITIONER, CORRECTIONAL FACILITY	5.00%
R17	9345	PUBLIC HEALTH NURSE II, CORRECTIONAL FACILITY	5.00%
R17	9699	HEALTH SERVICES SPECIALIST (SAFETY)	5.00%
R17	9700	NURSE PRACTITIONER (SAFETY)	5.00%

11.1.20 Special Salary Adjustments (Unit 20)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R20	7925	SENIOR CLINICAL LABORATORY TECHNOLOGIST	5.00%
R20	7926	SENIOR CLINICAL LABORATORY TECHNOLOGIST (SAFETY)	5.00%
R20	7928	CLINICAL LABORATORY TECHNOLOGIST	5.00%
R20	8185	CERTIFIED NURSING ASSISTANT	14.00%

R20	8219	RESIDENT CARE SPECIALIST	5.00%
R20	9671	TRANSPORTATION COORDINATOR, SPECIAL SCHOOLS	5.00%
R20	1852	READER, SCHOOL FOR THE BLIND	5.00%
R20	9293	CLINICAL LABORATORY TECHNOLOGIST, CORRECTIONAL FACILITY	5.00%
R20	9301	CLINICAL LABORATORY TECHNOLOGIST (SAFETY)	5.00%
R20	9348	SENIOR CLINICAL LABORATORY TECHNOLOGIST, CORRECTIONAL FACILITY	5.00%
R20	9663	NIGHT ATTENDANT, SCHOOL FOR THE DEAF	5.00%
R20	9676	COUNSELOR ORIENTATION CENTER FOR THE BLIND	5.00%
R20	9712	NIGHT ATTENDANT, SCHOOL FOR THE BLIND	5.00%

11.1.21 Special Salary Adjustments (Unit 21)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CLASS CODE	CLASSIFICATION	PERCENTAGE
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2743	Private Postsecondary Education Senior Specialist	5.00%
8250	Nursing Education Consultant	5.00%
2683	Transportation Programs Consultant, Department of Education	5.00%

11.2.17 School for the Deaf and Blind Pay Differential (Unit 17)

Effective July 1, 2020, SEIU Local 1000 represented employees of the State Special Schools in the listed classification and working at the facilities identified below shall receive a recruitment and retention differential of 5% per month.

- A. Registered Nurse (8165), School for the Deaf/Fremont
- B. Registered Nurse (8165), School for the Deaf/Riverside
- C. Registered Nurse (8165), School for the Blind

11.2.20 State Special Schools Recruitment and Retention Differentials (Unit 20)

Employees of the State Special Schools in the listed classifications shall continue to 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 Aid, School for the Blind
- 9663 Night Aid, 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)

Units 1, 3, 4, 11, 14, 15, 20 and 21 hereby agree to support putting the following changes to Article 5 of the CalHR 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 lower than ~~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 at least two times lower ~~B~~ 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., $\$2,415 \div 1.05 = \$2,300$).

- B. 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.

11.4 Timely Payment of Wages

- A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
 - 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will be issued on the next business day following payday for an amount close to the actual net pay (gross salary less deductions).
 - 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.
- H. CalHR will work with responsible agencies to explore options for early distribution of paychecks. CalHR will meet with the Union within 120 days after ratification and provide possible options.

11.5 Wage Equity Adjustment

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications, shall receive a special salary adjustment of four percent (4%).

CBID	CLASS CODE	CLASSIFICATION
R01	0033	AGRICULTURAL TECHNICIAN II (SEASONAL)
R01	0032	AGRICULTURAL TECHNICIAN III (SEASONAL)
R01	0034	AGRICULTURAL TECHNICIAN I (SEASONAL)
R01	1353	COMPUTER OPERATOR
R01	1360	INFORMATION SYSTEMS TECHNICIAN
R01	1782	PAYROLL AUDITOR, DIVISION OF LABOR STANDARDS ENFORCEMENT
R01	2791	GUIDE TRAINEE HISTORICAL MONUMENT
R01	3520	AGRICULTURAL TECHNICIAN II (PERMANENT INTERMITTENT)
R01	3521	AGRICULTURAL TECHNICIAN III (PERMANENT INTERMITTENT)
R01	4707	BUSINESS SERVICE ASSISTANT (SPECIALIST)
R01	4840	EXHIBIT REPRESENTATIVE I
R01	5160	PERSONNEL TECHNICIAN I
R01	5256	MANAGEMENT SERVICES ASSISTANT
R01	5278	MANAGEMENT SERVICES TECHNICIAN
R01	5565	CRIME STUDIES TECHNICIAN I
R01	7505	TAX TECHNICIAN, FRANCHISE TAX BOARD
R01	8028	MEDI-CAL TECHNICIAN I
R01	8032	MEDI-CAL TECHNICIAN II
R01	8623	CHILD SUPPORT TECHNICIAN, DEPARTMENT OF CHILD SUPPORT SERVICES
R01	9231	EMPLOYMENT PROGRAM TECHNICIAN
R01	9336	WORKERS' COMPENSATION INSURANCE TECHNICIAN
R04	1107	OFFICE OCCUPATIONS CLERK
R04	1109	CONSUMER ASSISTANCE TECHNICIAN
R04	1120	SEASONAL CLERK
R04	1123	ASSISTANT CLERK
R04	1138	OFFICE TECHNICIAN (GENERAL)
R04	1139	OFFICE TECHNICIAN (TYPING)
R04	1155	CASE RECORDS TECHNICIAN
R04	1177	MEDICAL TRANSCRIBER

R04	1181	WORD PROCESSING TECHNICIAN
R04	1262	STENOGRAPHER
R04	1323	LEGISLATIVE CLERK
R04	1379	OFFICE ASSISTANT (TYPING)
R04	1419	KEY DATA OPERATOR
R04	1432	SUPPORT SERVICES ASSISTANT (GENERAL)
R04	1441	OFFICE ASSISTANT (GENERAL)
R04	1461	SERVICE ASSISTANT (SOCIAL SERVICES)
R04	1474	TAX PROGRAM ASSISTANT
R04	1480	MICROFILM TECHNICIAN I
R04	1509	STOCK CLERK
R04	1635	TELEPHONE OPERATOR
R04	1697	INTERAGENCY MESSENGER
R04	1707	TOLL COLLECTOR
R04	1730	SENIOR ACCOUNT CLERK
R04	1733	ACCOUNT CLERK II
R04	1741	ACCOUNTING TECHNICIAN
R04	1779	MAILING MACHINES OPERATOR I
R04	1806	STATISTICAL CLERK
R04	1844	SERVICE ASSISTANT (DMV OPERATIONS)
R04	1869	HEALTH RECORD TECHNICIAN I
R04	1877	EXAMINATION PROCTOR, DEPARTMENT OF INSURANCE
R04	1897	MOTOR VEHICLE REPRESENTATIVE
R04	1898	MOTOR VEHICLE ASSISTANT
R04	1973	TAX TECHNICIAN I, BOARD OF EQUALIZATION
R04	1974	TAX TECHNICIAN II, BOARD OF EQUALIZATION
R04	3224	SENIOR LEGAL TYPIST
R04	6291	PERSONNEL SELECTION TECHNICIAN
R04	6410	BENEFIT PROGRAM SPECIALIST (CALPERS)
R04	9078	LOTTERY TICKET SALES SPECIALIST
R04	9777	PENSION PROGRAM REPRESENTATIVE
R04	9927	PROGRAM TECHNICIAN
R04	9928	PROGRAM TECHNICIAN II
R11	0514	AQUATIC PEST CONTROL TECHNICIAN, DEPARTMENT OF BOATING AND WATERWAYS
R11	0515	AQUATIC PEST CONTROL SPECIALIST, DEPARTMENT OF BOATING AND WATERWAYS

R11	0790	FISH AND WILDLIFE SEASONAL AID
R11	0835	FISH AND WILDLIFE SCIENTIFIC AID
R11	1023	ARCHEOLOGICAL AID -SEASONAL
R11	1477	DOCUMENT PRESERVATION TECHNICIAN
R11	1767	DRAFTING SERVICES AID
R11	1931	SCIENTIFIC AID
R11	2870	MUSEUM TECHNICIAN
R11	3005	BOUNDARY DETERMINATION TECHNICIAN
R11	3008	JUNIOR ENGINEERING TECHNICIAN
R11	3524	ENVIRONMENTAL TECHNICIAN
R11	3797	OIL AND GAS TECHNICIAN II
R11	3799	OIL AND GAS TECHNICIAN I
R11	3839	SANITARY ENGINEERING TECHNICIAN TRAINEE
R11	3872	AIR RESOURCES TECHNICIAN I
R11	3906	SAFETY ENGINEERING TECHNICIAN
R11	4871	STUDENT ASSISTANT -ENGINEERING AND ARCHITECTURAL SCIENCES
R11	6957	AUTOMOTIVE EMISSION TEST SPECIALIST I
R11	7871	ANIMAL TECHNICIAN III
R11	7873	ANIMAL TECHNICIAN II
R11	7875	PATHOLOGY ASSISTANT
R11	7878	SENIOR LABORATORY ASSISTANT
R11	7884	LABORATORY ASSISTANT
R11	7891	AGRICULTURAL BIOLOGICAL TECHNICIAN
R11	8015	MEDICAL SUPPLY TECHNICIAN
R11	8084	TEXTILE TECHNICIAN I
R11	9265	LABORATORY ASSISTANT, CORRECTIONAL FACILITY
R11	9266	SENIOR LABORATORY ASSISTANT, CORRECTIONAL FACILITY
R11	9993	MECHANICAL AND TECHNICAL OCCUPATIONAL TRAINEE
R14	1411	DIGITAL PRINT OPERATOR I
R14	1412	DIGITAL PRINT OPERATOR II
R14	1485	PRINTING TRADES SPECIALIST TRAINEE (GENERAL)
R14	7323	SHEETFED OFFSET PRESS OPERATOR I
R14	7438	PRINTING TRADES ASSISTANT I
R15	1984	LEAD SECURITY GUARD
R15	1985	SECURITY GUARD
R15	2011	CUSTODIAN I

R15	2042	MUSEUM CUSTODIAN
R15	2076	SEAMER
R15	2079	ASSISTANT SEAMER
R15	2086	BARBER -CORRECTIONAL FACILITY
R15	2116	LAUNDRY WORKER
R15	2119	LAUNDERER
R15	2185	COOK SPECIALIST I
R15	2189	COOK, CALIFORNIA CONSERVATION CORPS
R15	2193	FOOD SERVICE TECHNICIAN II
R15	2194	FOOD SERVICE TECHNICIAN I
R15	2197	SERVICE ASSISTANT (FOOD)
R15	2198	FOOD SERVICE WORKER I (SAFETY)
R15	2199	FOOD SERVICE WORKER II/SF
R15	2203	FORESTRY COOK I
R15	2888	MOTION PICTURE OPERATOR
R15	8141	HOSPITAL WORKER
R15	8256	SERVICE ASSISTANT (HOSPITAL)
R15	9992	MAINTENANCE AND SERVICE OCCUPATIONAL TRAINEE
R20	2169	DIETETIC TECHNICIAN
R20	2175	DIETETIC TECHNICIAN (SAFETY)
R20	2868	CHAPEL MUSICIAN
R20	6400	TEACHING ASSISTANT (CORRECTIONAL FACILITY)
R20	7374	MEDICAL ASSISTANT
R20	7656	DENTAL ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
R20	7658	PHARMACY TECHNICIAN, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
R20	7911	DENTAL ASSISTANT
R20	7914	DENTAL ASSISTANT (SAFETY)
R20	7979	PHARMACY TECHNICIAN
R20	8244	TEACHING ASSISTANT, SCHOOL FOR THE BLIND
R20	8246	TEACHING ASSISTANT, SCHOOL FOR THE DEAF
R20	8263	TEACHING ASSISTANT (SAFETY)
R20	8265	ASSISTIVE TECHNOLOGY TRAINEE
R20	8291	SCHOOL BUS DRIVER
R20	8292	OCCUPATIONAL THERAPY ASSISTANT

R20	8298	TEACHING ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
R20	8319	ACTIVITY COORDINATOR, VETERANS HOME AND MEDICAL CENTER
R20	9296	DENTAL ASSISTANT, CORRECTIONAL FACILITY
R20	9664	COUNSELOR, SCHOOL FOR THE DEAF
R20	9713	COUNSELOR, SCHOOL FOR THE BLIND
U04	1141A	OFFICE SERVICES SUPERVISOR I (GENERAL)
U04	1148A	OFFICE SERVICES SUPERVISOR I (TYPING)
U04	1257A	SENIOR STENOGRAPHER
U15	2258A	FOOD SERVICE SUPERVISOR I

Effective the first day of the pay period following ratification of both parties, the following classifications will be increased by the amounts listed.

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R15	2083	BARBERSHOP MANAGER	2.35%
R15	2091	BEAUTY SHOP MANAGER	2.35%

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. The State shall continue a negative payroll system at OSP. 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 paychecks during employees' assigned work shift which begins on the authorized pay day.

11.5.20 Release of Paychecks (Unit 20)

The departments shall make arrangements so that employees may pick up paychecks during employees' 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 Permanent Intermittent 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)

- A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable CalHR 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.
- D. Employees shall receive upon movement to an alternate range the salary and Merit Salary Adjustment (MSA) provided in the Alternate Range Criteria (ARC) for the class. If there are no specific salary regulations provided in the ARC, the employee shall receive the salary and MSA as provided in CalHR Rule 599.681.

E. Employees, at the employee's discretion, who are eligible for a range change may defer the employee's range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of the employee's MSA. Said request by the employee shall be in writing and submitted no less than thirty (30) days prior to the employee's anniversary date for purposes of the range change.

11.8 Night Shift Differential (Excludes Units 14, 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 \$.40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.
2. Employees shall qualify for the second night shift pay differential of \$.50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

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

11.8.14 Night Shift Differential (Unit 14)

Employees shall receive a shift differential at the rate for evening and night shifts as defined below:

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

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) 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

Bilingual Differential Pay applies to those positions designated by CalHR 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 the employee is 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 CalHR. (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. Effective the first pay period following ratification, an employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of two hundred dollars (\$200) 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. Effective the first pay period following ratification, an employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of one dollar and fifteen cents (\$1.15) per hour.

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

D. Bilingual differential payments will become earnings and subject to contributions to the CalPERS, CalSTRS, OASDI (Social Security), levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by CalHR 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 CalHR 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 the employee's 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 the employee's transfer rights determined from the maximum step of the salary range for the employee's 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.

11.10 ASL Proficiency Incentive for State Special Schools

- A. Effective the first day of the pay period, six months after full ratification, and in order to further encourage the immersion of School for the Deaf employees into the Deaf culture and community, the State agrees to pay any full-time employee at the School for the Deaf (Fremont) or School for the Deaf (Riverside) a one-time bonus based on the following:

Employees evaluated by the American Sign Language Proficiency Interview (ASLPI) Proficiency Levels - ASLPI Preparation, from Gallaudet University, shall receive the following:

1. Level 1 shall receive a one-time bonus of \$400,
2. Level 2 shall receive a one-time bonus of \$500,
3. Level 3 shall receive a one-time bonus of \$600.

B. To receive a one-time bonus payment, the employee must submit documentation of the evaluated proficiency level. An employee may only receive a bonus payment once at each level listed above for a maximum of \$1,500.

C. An employee who successfully completes a proficiency interview and qualifies for a one-time level bonus payment above, shall be reimbursed for the actual cost of the interview when receipts are submitted.

D. Employees receiving the Bilingual Pay Differential established in section 11.9 shall not be eligible for this one-time bonus.

E. Less than full time employees shall receive the one-time bonus on a pro rata basis.

11.11 Union Management Committee on State Payroll System

The parties agree to continue the Union Management Committee that advises 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, CalHR shall designate a chairperson of the committee. The Union may have one (1) representative from each bargaining unit who shall serve without loss of compensation.

11.12 Deferred Compensation Plans and Tax-Advantaged Retirement Savings

Employees are eligible to participate in the State of California, Department of Human Resources, 401(k) and 457 plans offered through the Savings Plus Program (SPP).

11.13 Tax Deferral of Lump Sum Leave Cash-Out Upon Separation

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out the employee's vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from the employee's cash payment into the employee's existing 457 and/or 401(k) plan offered through the Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401(k) plan account, the employee must enroll in the SPP

and become a participant in one (1) or both plans no less than sixty (60) days prior to the employee's date of separation.

- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the timing and amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "overdefers" exceeding the limitation on annual deferrals).
- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

11.14 State Special Schools Pay Differential (Units 1 and 20)

Effective the first day of the pay period following full ratification by both parties, California Department of Education employees at the State Special Schools for the Deaf (SSSD) campuses in Fremont and Riverside employees in the Support Services Assistant I (Interpreter) (9820) and Translator (5624) classifications shall

receive a monthly differential of ten percent (10%) of their regular salary.

11.15 State Special Schools Ten-Month Compensation Agreement (Units 4, 15, 17 and 20)

The Special Schools in the California Department of Education (CDE) shall use the following work schedule policy for permanent, full-time Bargaining Unit 4, 15, 17 and 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 State Personnel Board (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 and/or Governor. This means that these employees shall be scheduled for work (i.e., regular work, overtime work, additional work as school activities necessitate, or work/training during recess periods), or paid State holidays or paid or unpaid leave that the employees use; 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 receive 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 the employee's 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 schedule any combination of work or training. The employee may request to use vacation, other leave credits or dock during this time. The request shall not be unreasonably denied. It is understood by both parties that regular work, work not associated with the employee's 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 use vacation leave during the employee's initial six (6) months of employment. This is an exception to the Bargaining Unit 4, 15, 17 and 20 Contract vacation leave provisions.
2. Shall receive seventy (70) hours of vacation leave credit which will be credited to the employee's 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 bank leave credits during scheduled work periods. The seventy (70) hours shall be considered as paid leave and included in the one thousand seven hundred thirty-four (1,734) hours of compensation.
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 the employee's normal and regular duties. These assignments which involve duties not normally associated with the employee's classification shall only occur during recesses. For the purpose of these sections this is not considered out-of-class work.

- 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. 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 the employee would benefit over other employees from such docks.
- F. The Special Schools shall provide eligibility for medical and dental benefits during the months of June and July or July and August by scheduling a minimum two (2) days work or training, if available, or vacation or CTO in June and July or July and August.
- G. At the beginning of each academic school year, employees covered by this Article shall be given the irrevocable option to receive either cash or CTO when the employee works overtime during the academic calendar.
CTO can be used by the employee during the academic year or during the recess. Beginning August 31, 2024, CTO balances that remain at the end of August each year shall be cashed out. Nothing in this subsection shall interfere with any other provision of this Article.

11.16 Geographic Pay Differential

Effective the first day of the pay period following ratification, but no sooner than July 1, 2020, SEIU Local 1000 represented employees, whose worksite is located in Orange, Santa Barbara, Santa Cruz, or San Luis Obispo counties, shall receive a differential of \$250 per month. This differential shall not be considered as compensation for purposes of

retirement contributions. Employees on IDL shall continue this differential.

In the event a worksite is relocated from the counties listed above this differential shall cease at the end of the month the relocation occurs.

11.16.15 Cooks Classification (Unit 15)

Effective July 1, 2016, the following classifications were removed from Pay Differential 67 and three hundred dollars (\$300) was included in the base pay by adjusting the appropriate salary ranges prior to the employees receiving the General Salary Increase.

CLASS CODE	CLASSIFICATION TITLE
2185	Cook Specialist I
2184	Cook Specialist II
2187	Cook Specialist I (Correctional Facility)
2186	Cook Specialist II (Correctional Facility)
2183	Correctional Supervising Cook

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 CalHR 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.

C. 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 CalHR, 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 CalHR.
- 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 California Department of Human Resources (CalHR) and the Department of Finance (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. Permanent Intermittent (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 to the grievance and arbitration procedure.
- G. The Department of State Hospitals (DSH) may apply the provisions of section 11.17 to specific positions. Other departments may be afforded this provision by mutual agreement of the parties.

11.18 Case Records Technician and Correctional Case Records Analyst: Recruitment and Retention Differential (Units 1 and 4)

Effective the first day of the pay period following ratification, but no sooner than January 1, 2020, Case Records Technicians and Correctional Case Records Analysts who are performing duties outlined in the class specifications and were employed for the previous twelve (12) consecutive qualifying pay periods, shall be eligible for this recruitment and retention differential of two thousand four hundred dollars (\$2,400). This recruitment and retention payment is payable within thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

- A. If an employee terminates, transfers out of an eligible class, or is discharged prior to completing the twelve (12) consecutive pay periods, there will be no pro rata payment for those months.

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

- C. If an employee is on an unpaid leave of absence or has a disqualifying pay period, only the time that qualifies before and after will count toward the qualifying time needed to satisfy the 12 consecutive pay period criteria.

- D. This payment shall not be considered as “compensation” for purposes of retirement.

- E. If either or both of these classifications are consolidated with other classifications, this pay differential will sunset upon the effective date of that classification consolidation.

11.18.17 Retirement Compensation (Unit 17)

All current monthly recruitment and retention differential payments shall be considered as compensation for purposes of retirement, consistent with PEPRA and all applicable laws.

11.19.3 Recruitment and Retention Differentials (Unit 3)

- A. The State and the Union agree to the following general provisions for authorization of recruitment and/or retention differentials:
- B. Upon justification of need and approval by CalHR, employees in Unit 3 classifications 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.
- C. 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.
- D. 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.
- E. 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.
- F. Recruitment and/or retention payments shall not be considered compensation for purpose of retirement contributions.
- G. 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.

11.19.4 Recruitment and Retention – Senior Legal Typist and Legal Secretary (Unit 4)

Effective the first day of the pay period following ratification by both parties, Pay Differential 141 will be updated to add Sacramento and Fresno Counties to the Location section for the Senior Legal Typist, Range A & B (3224), and Legal Secretary, Range A & B (1282).

11.19.20 Recruitment and Retention (Unit 20)

- A. Upon approval by CalHR, departments may provide Unit 20 employees a recruitment and retention differential for specific positions, 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.
- F. 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, Centinela, High Desert, California Correctional Center, and Pelican Bay State Prisons (Excludes Units 17 and 21)

- A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional

Center, or Pelican Bay State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand six hundred dollars (\$2,600), 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, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, there will be no pro rata payment for those months at either facility.

C. If the department mandatorily transfers an employee, the employee 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, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.

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

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

G. Employees on IDL shall continue to receive this stipend.

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked

four (4) months at a qualifying institution and then takes six (6) months maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand six hundred dollars (\$2,600).

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.

11.20.20 INTENTIONALLY EXCLUDED

11.21.1 Recruitment and Retention Pay Differential – Personnel Specialist Series, Pay Differential #211

Alameda County will be added to the existing pay differential #211.

The addition of Alameda County is effective August 26, 2019, for the Department of Industrial Relations and the first of the month following ratification for any other affected departments.

11.21.4 Recruitment and Retention Differentials – Account Clerk Series - California Department of Corrections and Rehabilitation (Unit 4)

- A. Upon approval by the California Department of Human Resources (CalHR), the California Department of Corrections and Rehabilitation (CDCR) may provide recruitment and retention differentials to Unit 4 employees as follows:
1. Either up to two hundred dollars (\$200) per month (monthly), or
 2. 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.

11.21.15 Staged Pay Differential (Unit 15)

- A. Effective the first day of the pay period following ratification by both parties, employees who are employed in the

classifications of Food Service Technician I (2194), Food Service Technician II (2193), Cook Specialist I (2185), Cook Specialist II (2184), Food Service Worker I (Safety) (2198), Food Service Worker II (Safety) (2199), Food Service Supervisor I (2258), Cook Specialist II (Correctional Facility) (2186), and Correctional Supervisor Cook (Correctional Facility) (2183) shall be eligible for a staged pay differential as follows.

1. 2% after passing probation in an eligible classification
2. 3% after completion of working in the eligible classification for twelve (12) months (for a total of 5%)
3. 1.50% after completion of working in the eligible classification for twenty-four (24) months (for a total of 6.50%)

B. To be eligible for this pay differential, employees must have a qualifying pay period.

C. For the purposes of counting qualifying time towards eligibility for payment of the pay differential, approved leaves of absence such as maternity/paternity leave, medical leave, FMLA or military leave shall not be considered a break in service or considered to break the required months in the classification. For example, if an employee has worked 5 months in an eligible classification, and takes 3 months of FMLA, the employee will have only 7 months to complete a 12-month requirement.

D. If an employee transfers from a classification listed above to another classification listed above, the qualifying time shall be cumulative.

E. If an employee voluntarily terminates, transfers or is discharged prior to completing one or all the requirements listed in subsection A above, there will be no pro-rata payment.

F. Part-time permanent employees shall receive the pay differential on a pro-rata basis.

G. Permanent intermittent employees shall receive the pay differential on a pro-rata basis based on the hours worked in the pay period.

H. This pay differential shall not be considered as compensation for purposes of retirement contributions.

I. This pay differential shall only be grievable up to Step 3 (CalHR) of the grievance and arbitration procedures.

11.21.17 Seniority Differential (Unit 17)

Effective July 1, 2024, the Departments shall provide Unit 17 employees a seniority differential for CDCR/CCHCS (Class code 9275 – Registered Nurse, Correctional Facility), DSH (Class code 8094 – Registered Nurse, Safety), DVA (Class code 8165 – Registered Nurse), DDS (Class code 8165-Registered Nurse) and CDPH (Class code 8011 – Health Facilities Evaluation Nurse).

A. Employees in eligible classifications listed above and who meet the service criteria listed below shall be eligible for a seniority differential:

Effective July 1, 2024:

17, 18, 19 years of State Service	2%
20 years or more of State Service	3%

Effective July 1, 2025:

17, 18, 19 years of State Service	2%
20, 21, 22 years of State Service	3%
23 years or more of State Service	4%

Effective July 1, 2026:

17, 18, 19 years of State Service	2%
20, 21, 22 years of State Service	3%
23, 24 years of State Service	4%
25 years or more of State Service	5%

B. All time spent in State service shall count, as long as the employee is in a classification listed above at the time of eligibility for the pay differential.

C. Twelve (12) months of qualifying full-time state service equals one (1) year regardless of classification.

D. The above percentages are non-cumulative; i.e., an employee who has been in State service for twenty (20) years is eligible for a pay differential of three percent (3%) above base salary, not the

cumulative total of years 17, 18, 19 and 20 (e.g., five percent [5%]).

E. This pay differential is PERSable.

11.21.20 Workforce Stability Stipend – Certified Nursing Assistants, Class Code 8185, at Veterans Home of California – West Los Angeles and Veterans Home of California - Yountville

The workforce stability stipend is considered a lump sum payment outside of the employee's base pay and is offered as an incentive for Bargaining Unit 20 employees, Certified Nursing Assistants (CNAs), class code 8185, who are employed at Veterans Home of California (VHC) - West Los Angeles and VHC-Yountville for the duration of the contract term between the period of July 1, 2023 through June 30, 2026.

- A. Effective the first day of the pay period following ratification by both parties, eligible Bargaining Unit 20 employees shall accrue a Workforce Stability stipend up to a maximum of nine-thousand dollars (\$9,000) as outlined below:
1. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of July 1, 2023 through December 31, 2023 up to a maximum accrual of one thousand five hundred dollars (\$1,500) for the six (6) qualifying pay periods. The workforce stability stipend(s) earned for the period of July 1, 2023, through December 31, 2023, shall be processed as a lump sum payment in January 2024.
 2. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of January 1, 2024, through June 30, 2024, up to a maximum accrual of fifteen hundred dollars (\$1500) for

the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of January 1, 2024, through June 30, 2024, shall be processed as a lump sum payment in August 2024.

3. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of July 1, 2024, through December 31, 2024, up to a maximum accrual of fifteen hundred dollars (\$1500) for the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of July 1, 2024, through December 31, 2024, shall be processed as a lump sum payment in January 2025.
4. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of January 1, 2025, through June 30, 2025, up to a maximum accrual of fifteen hundred dollars (\$1500) for the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of January 1, 2025, through June 30, 2025, shall be processed as a lump sum payment in August 2025.
5. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of July 1, 2025, through December 31, 2025, up to a maximum accrual of fifteen hundred dollars (\$1500) for the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of July 1, 2025, through December 31, 2025, shall be processed as a lump sum payment in January 2026.
6. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each

qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of January 1, 2026, through June 30, 2026, up to a maximum accrual of fifteen hundred dollars (\$1500) for the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of January 1, 2026, through June 30, 2026, shall be processed as a lump sum payment in August 2026.

7. The employee's right to receive the workforce stability stipend shall not vest unless they are still employed in the specific Bargaining Unit 20 classification in the specified locations as outlined above.
- B. Workforce stability payments issued under this section shall not be considered compensation for retirement purposes.
- C. The eligibility and payment of workforce stability payments are not subject to the grievances and arbitration procedures outlined in Article 6.

11.22 Institutional Worker Supervision Pay Differential (Excludes Unit 1)

- A. 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 twenty (120) hours a pay period shall, subject to the approval of CalHR, 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 prorated 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 the employee's combined salary rate (base salary plus Supervision of Inmates/Wards/Resident Workers Pay Differential rate) to compute the appointment rate.

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 CalHR, 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 prorated 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 the employee's 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 INTENTIONALLY EXCLUDED

11.22.15 Custodian Alternative Range for Medical Cleaning (Unit 15)

Due to the complexity required to achieve the highest standards of hospital level cleaning, the State shall establish an alternate range for employees in the Custodian I (Class Code 2011) and Custodian II (Class Code 2003) classifications who are employed by the California Correctional Health Care Services (CCHCS), California Department of Corrections and Rehabilitation (CDCR), California Department of Veterans Affairs (CalVET), California Prison Industry Authority CalPIA), Department of Developmental Services (DDS) or the Department of State Hospitals (DSH).

Effective the first day of the pay period six (6) months following ratification by both parties, the minimum and maximum salaries of the new alternate range will be established at ten percent (10%) higher than Range A of the current Custodian I classification (Class Code 2011) and ten percent (10%) higher than current range for Custodian II classification (Class Code 2003). Movement between Alternate Range A for Custodian I and the new alternate range shall be based on Rule 599.681 and movement between the current range for Custodian II and the new alternate range shall be based on Rule 599.681.

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 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 the employee's 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 the employee's 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	Specialist I Disaster Assistance Programs	\$465 per month
UA45	8030	Specialist II Disaster Assistance Programs	\$465 per month
UC30	8079	Disaster Worker Specialty Services (Various Disasters)	\$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
- Contra Costa
- San Francisco
- San Mateo
- Santa Clara

Eligible Classifications:

- 1401 Information Technology Associate
- 1402 Information Technology Specialist I
- 1414 Information Technology Specialist II

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 payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods in accordance with corresponding the qualifying pay periods and eligibility below:

- 12 or more Qualifying Pay Periods – \$2,400

24 or more Qualifying Pay Periods – \$3,000

36 or more Qualifying Pay Periods – \$3,600

48 or more Qualifying Pay Periods – \$4,800

ELIGIBILITY

- A. If an employee terminates, transfers or is dismissed, 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 the employee 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.
- F. If an employee is placed on a Training and Development assignment to a classification other than an eligible classification, they shall be entitled to a pro rata share of the applicable differential and shall not be eligible for this differential during the duration of their training and development assignment.
- G. No employee shall be eligible for this bonus if they have not completed at least 12 qualifying pay periods.

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

The State shall establish an “arduous pay” program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and 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 months per fiscal year (or per event for emergencies involving loss of life or property).

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

A. Nonnegotiable Deadline or Extreme Urgency

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

B. 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.

C. 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.

D. 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.

E. 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.

CalHR decisions to deny arduous pay shall not be subject to the grievance or arbitration provisions of this Contract. The differentials shall be \$300 per workweek, up to \$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: \$300, \$600, \$900 or \$1200 per pay period.

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

The purpose of the Sales Incentive Bonus Program is to incentivize and reward individual effort for the purpose of responsibly increasing sales and profits to provide additional supplemental funding for public education, consistent with the CSL's mission. The CSL reserves the right to manage the variety and quantity of products offered for sale to stay within its budgetary and legal mandates.

Employees appointed to the CSL classifications of District Sales Representative (DSR), DSR Permanent Intermittent (PI), DSR "Floater", and Key Accounts Specialist (KAS), are eligible to receive a sales bonus based on achievement of sales in the following two (2) product categories: Scratchers and Target Games which shall be designated by the Director or designee. A DSR PI and a DSR "Floater" are both permanent and not assigned a territory. The difference is a DSR PI has an intermittent time base and a DSR "Floater" has a full-time time base.

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 two (2) product categories identified above. Individual achievement of quarterly sales goals for each territory or account list is measured against the established quarterly CSL statewide

sales goals for each of the two (2) product categories. The sales bonus for eligible employees is based on sales achievement in each of the two (2) product categories. Scratchers sales are defined as only those ticket packs that have been financially settled by retailers, less returned tickets from those packs.

- B. A quarter is defined as a traditional three (3) month state fiscal-quarter as used for all financial and sales reports. An example of a fiscal quarter for FY 2023/24 is as follows:

Quarter	Beginning	Ending
1	July 1, 2023	September 30, 2023
2	October 1, 2023	December 31, 2023
3	January 1, 2024	March 31, 2024
4	April 1, 2024	June 30, 2024

- C. The CSL Sales & Marketing 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 the same fiscal quarter of the previous fiscal year.

For example, the individual goal for quarter 1 of FY 2023 /24sales will be based on the market share from Quarter 1 of FY 2022/23 sales.

- D. Each product category is allocated a percentage of the total award dollar with each level as follows: Scratchers seventy percent (70%); and Target Games thirty percent (30%). Upon completion of each quarter and a qualifying period, if a territory or assigned account list achieves at least a Level 1 sales goal in any product category, 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 two product categories.

If Target Games are not designated in a given fiscal quarter, the Director or designee shall redirect the Target Games percentage to the Scratchers product category.

- E. 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 Achieved	102%	105%	108%	112%
District Sales Representative (DSR)				
Maximum Bonus Award	\$1,232	\$1,792	\$2,352	\$3,584
(70%) Scratchers Product	\$862	\$1,254	\$1,646	\$2,509
(30%) Target Games	\$370	\$538	\$706	\$1,075
Key Account Specialist (KAS)				
Maximum Bonus Award	\$1,792	\$2,352	\$3,192	\$4,424
(70%) Scratchers Product	\$1,254	\$1,646	\$2,234	\$3,097
(30%) Target Games	\$538	\$706	\$958	\$1,327

- F. 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.

- G. Each eligible employee described in subsections G (4) through G (10) shall be required to work a qualifying period to be eligible for a bonus.
1. A qualifying period is defined as actually working in a territory or actually working an assigned account list, which includes CSL approved training and required meetings, a minimum of sixty-five percent (65%) of actual available work hours in a fiscal quarter, excluding holidays and weekends.
 2. Formula for a qualifying period: The number of work days in a fiscal quarter times eight (8) hours times sixty-five percent (65%).
 3. Example Quarter 1 of Fiscal Year 2023/24 has 63 working days multiplied by 8 hours and the product of that is multiplied by 0.65. This means a qualifying period for quarter 1 of FY 2023/24 is 327.6 hours.
 4. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the fiscal quarter is eligible for the bonus level achieved, by that territory/account list during that quarter as identified in the applicable table above.
 5. A DSR PI or "Floater" who works a qualifying period and who works in a single territory during the fiscal quarter is eligible for the appropriate level bonus achieved by that territory during that quarter.
 6. A DSR PI or "Floater" who works a qualifying period and who works in more than one territory in a single district during the fiscal quarter is eligible for the appropriate level bonus achieved by the that district office during that quarter.
 7. ADSR PI or "Floater" 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 Regions during the

fiscal quarter is eligible for the appropriate level bonus achieved by that region during that quarter.

8. A DSR PI or "Floater" who works a qualifying period and who works in more than one territory in both the North and South Regions during the fiscal quarter is eligible for the appropriate level bonus achieved by the State during that quarter.
9. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product category during the fiscal 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 G (1) is prorated to the time base.
10. 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 fiscal 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).

When the CSL makes a change to the sales incentive bonus they will notify the Union pursuant to Article 24.1.

- M. Due to required system changes, the transition to fiscal quarters, will not occur immediately upon ratification. Once system changes have been made and the CSL is ready to transition to the fiscal quarter, the CSL will issue a one-time bonus, for the remaining time in the current (non-fiscal) bonus

quarter and the beginning of the new fiscal year quarter. All of the above bonus eligibility criteria apply, except quarter dates, determining market share steps, and amount of bonus. The quarter will be defined as beginning on the date the CSL has implemented the necessary system changes and ending on the last day prior to the beginning of the next fiscal quarter. Market share will be calculated from actual settlement sales from the same timeframe one year prior. The bonus amounts will be prorated based on the number of days in the identified timeframe. This will not result in employees receiving more than one bonus for any period of time, and instead is intended to mitigate the impact of transition from the current non-fiscal quarters to the fiscal quarters. This one time transitional bonus quarter will be prorated based upon the length of the quarter. The bonus payout amounts for the 2020-2023 MOU will remain in effect and shall increase as specified in this section upon the first full bonus quarter following ratification by both parties.

11.27.4 California State Lottery (CSL) Scratcher Sales Bonus (Unit 4)

The purpose of the Scratchers Sales Bonus Program is to incentivize and reward individual effort and performance for the purpose of responsibly increasing sales and profits to provide additional supplemental funding for public education, consistent with the CSL's mission. The CSL reserves the right to manage the variety and quantity of Scratchers 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 Scratchers. Scratchers sales are defined as only those packs that have been financially settled by retailers, less returned tickets from those packs. Prior to the beginning of each new

quarter of the fiscal year, the CSL Director or designee shall set statewide sales goals for Scratchers. Individual achievement of quarterly sales goals for each retailer assignment is measured against the-established quarterly CSL statewide sales goal for Scratchers.

B. CSL Sales & Marketing Division shall issue a quarterly report showing the percentage contribution (market share) of statewide sales for Scratchers 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 same fiscal quarter of the previous fiscal year, also identified as “year over year”.

For example: The individual goal for Quarter 1 of FY 2023/24 sales will be based on the market share from Quarter 1 of FY 2022/23 sales.

Fiscal quarters to be adjusted to three-month quarterly periods. (Q1 = July, August, September); (Q2 = October, November, December); (Q3 = January, February, March) (Q4 = April, May, June)

Quarter	Beginning	Ending
1	July 1, 2023	September 30, 2023
2	October 1, 2023	December 31, 2023
3	January 1, 2024	March 31, 2024
4	April 1, 2024	June 30, 2024

C. Upon completion of each fiscal quarter and a qualifying period as defined below, if the retailer assignment achieves at least the first level sales goal in Scratchers products, the eligible

employee receives the appropriate bonus award for that level, as described below. Subsequent awards are based upon achieving greater sales levels for the Scratchers.

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

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

BONUS LEVEL % OF SALES GOAL ACHIEVEMENT	LEVEL 1 102%	LEVEL 2 105%	LEVEL 3 108%	LEVEL 4 112%
Lottery Ticket Sales Specialist	<u>\$336</u>	<u>\$672</u>	<u>\$1,008</u>	<u>\$1,344</u>
Lottery Ticket Sr. Sales Specialist	<u>\$336</u>	<u>\$672</u>	<u>\$1,008</u>	<u>\$1,344</u>

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 retailer assignment during the fiscal quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.
2. A permanent intermittent employee who works a qualifying period and who works a single retailer assignment during the fiscal quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.
3. A permanent 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 fiscal quarter shall be eligible for the appropriate level bonus achieved by the region.

4. A permanent intermittent employee who works a qualifying period and who works more than one retailer assignment in both the North and South regions during the fiscal 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 below shall be prorated to the time base.

Example: A three quarter (3/4) time employee who works a qualifying period and who achieves Level 1 sales shall be eligible to receive three quarters (3/4) of the dollar amount for that level. In this example, 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, which includes CSL approved training and required meetings, no less than sixty-five percent (65%) of actual available work hours in a fiscal quarter, excluding holidays and weekends.

Formula for a qualifying period: The number of work days in a fiscal quarter times eight (8) hours-times sixty-five percent (65%).

Example: Quarter 1 of Fiscal Year 2023/24 has 63 working days, multiplied by 8 hours, and the product of that is multiplied by 0.65. This means a qualifying period for Quarter 1 of FY 2023/24 is 327.6 hours.

2. "Retailer assignment" is defined as the assigned group of retailers for which the employee has Scratchers inventory management responsibilities either through the use of a Scratchers 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 fiscal 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.
- J. When the CSL makes a change to the Scratchers Sales Bonus they will notify the Union pursuant to Article 24.1.
- K. Due to required system changes, the transition to fiscal quarters, will not occur immediately upon ratification. Once system changes have been made and the CSL is ready to transition to the fiscal quarter, the CSL will issue a one-time bonus, for the remaining time in the current (non-fiscal) bonus quarter and the beginning of the new fiscal year quarter. All of the above criteria apply, except quarter dates, determining market share steps, and amount of bonus. The quarter will be defined as beginning on the date the CSL has implemented the necessary system changes and ending on the last day prior to the beginning of the next fiscal quarter. Market share will be calculated from actual settlement sales from the same timeframe one year prior. The bonus amounts will be prorated based on the number of days in the identified timeframe. This will not result in employees receiving more than one bonus for any period of time, and instead is intended to mitigate the impact of transition from the current non-fiscal quarters to the fiscal quarters. This one time transitional bonus quarter will be prorated based upon the length of the quarter. The bonus payout amounts for the 2020-2023 MOU will remain in effect and shall increase as

specified in this section upon the first full bonus quarter following ratification by both parties.

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 Investment Officer III and II, Incentive Award Program (Unit 1)

California Public Employees' Retirement System (CalPERS) and the State Teachers' Retirement System (CalSTRS) agree to enhance the Investment Officer, Incentive Award Program, which includes the addition of the Investment Officer II classifications, in addition to the Investment Officer III classifications, as eligible to receive the incentive award. The Incentive Award Program shall be administered in accordance with departmental policy and criteria, for Investment Officer III's and II's employed at the California Public Employees' Retirement System (CalPERS) and the State Teachers' Retirement System (CalSTRS).

11.30.1 Professional Certification Pay (Unit 1)

- A. Subject to the criteria listed in section B, a department may provide a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA)

Examination or the Certified Internal Auditor (CIA)
Examination a bonus.

B. Bonus Criteria

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 dollars (\$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.
- C. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to the continuation of the bonus. In any case the bonus shall not exceed three thousand six hundred dollars (\$3,600).
- D. Effective the first day of the pay period following ratification by both parties The California Department of Insurance (CDI) may provide a bonus to an individual holding an Accredited Financial Examiner (AFE) or Certified Financial Examiner (CFE) certification issued by the Society of Financial Examiners who may be required by their job duties to conduct financial examinations of foreign insurers or act as the examiner in charge of a multi-state insurer in accordance with the bonus criteria eligibility above. B(2) of this section shall not apply to the eligibility of the bonus for the Department of Insurance AFE/CFE payments.

- E. A Professional Competency Bonus shall not be considered “compensation” for the purpose of retirement.

11.31.1 Chartered Financial Analyst Pay Differential (Unit 1)

- A. Upon recommendation of California Public Employees’ Retirement System (CalPERS) or California State Teachers’ Retirement System (CalSTRS) management and with the approval of CalHR, 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.
- B. 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 CalSTRS.
- C. Pursuant to Article 13, Education and Training, upon recommendation of CalPERS or CalSTRS 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.

11.31.4 California Department of Tax and Fee Administration (CDTFA) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, the State agrees to pay a one hundred fifty dollar (\$150) per month pay differential to Tax Technicians I/II/III employees of the CDTFA 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 Customer Service Center/800 Number, External Affairs Division.

- B. Full-time employees in Unit 4 assigned to the Field 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 the employee's reduced time base.

11.32.1 Research Data Specialist III Pay Differential (Unit 1)

The Research Data Specialist III (5770) shall continue to be eligible to receive CalHR Pay Differential 412. Effective the pay period following ratification, Health Program Specialist II (8336) at the Department Health Care Services shall be eligible to receive CalHR Pay Differential 412.

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

Effective the first pay period upon ratification, the State agrees to pay one hundred fifty dollars (\$150) 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.

11.33.1 Hearing Reporters – California Public Utilities Commission (PUC) (Unit 1)

Effective January 1, 2020, Hearing Reporters, in addition to the employee's 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 the employee's 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 the employee's base salary, will receive one dollar (\$1.00) per page for setting up and reporting a "realtime" hearing. If more than one (1) reporter works on a hearing, the employee's 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.

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

Effective the first pay period upon ratification, 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 fifty dollar (\$150) 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 the employee’s 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 the first pay period upon ratification, the State agrees to pay one hundred fifty dollars (\$150) per month pay differential to Program Technicians I/II/III employees of the DCA who perform at least fifty percent (50%) of the employee's 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 the employee's reduced time base.

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

Effective the first pay period upon ratification, 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 fifty dollar (\$150) differential per pay period to the following CalPERS employees who, at least fifty percent (50%) or more of the employees' 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.

Benefit Program Specialist (all ranges)

Senior Benefit Program Specialist

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

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

Effective the first pay period upon ratification, the State agrees to pay a one hundred fifty dollar (\$150) 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 the employee's 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 the employee 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.

11.40.11 Operational Availability Incentive Program – DWR (Unit 11)

- A. The Department of Water Resources 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. By March 15 of each year DWR will establish the operational availability goals (Benchmarks) for the Division of Operations and Maintenance to be achieved by December 15 of that year.
 - 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;
 - 2. And, the Operations and Maintenance Organizational Unit to which the employee is assigned meets its Operational Availability goal by December 15 of each year;
 - 3. And, 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. And, the employee is assigned to Division of Operations and Maintenance either in a field division or headquarters position on December 15;
 5. And, the employee has worked in such assignment at least one (1) full calendar month.
- C. The operational goals may be set at two (2) levels, Initial Operational Availability Goal, and Second Operational Availability Goal.
1. From January 1, each year through December 15 of that year, every eligible employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 15.
 2. From January 1 each year through December 15 of that year, every eligible employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met.
 3. All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 15 shall receive the Operational Availability Incentive bonus for that field division or headquarters location.
 4. 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 subsection 19.2 F and H 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. As soon as possible, but not later than March 15, the State shall provide the Union written notice of whether or not the Operational Availability Incentive Bonus will be awarded for the previous calendar year, pursuant to this Article.

G. This Article is not subject to Article 6 – Grievance and Arbitration.

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 the employee is 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 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 the employee has 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 seasonal employees 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 the employee's 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 the employee's appointing authority.
- B. Effective the first day of the pay period following ratification by both parties, incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of twenty-five dollars (\$25) per diving hour.
- C. New classifications may be approved for diving pay subject to agreement between CalHR 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 the employee's 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 the employees meet the following criteria:
 - 1. The employee is assigned to a DNA Laboratory or DNA Unit in the Bureau of Forensic Services and the employee's principal duties include DNA analysis, method development, training, or oversight and review of DNA work; and,
 - 2. The employee meets 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 and twenty-five cents (\$1.25) for every hour that the employees are engaged in pile load testing. For the purposes of this differential, employees are engaged in pile load testing whenever:

- A. The employees 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 the employees 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 the employee's 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) and (B) will receive a minimum of one (1) 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. Effective the first day of the pay period following ratification by both parties, 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.(a) 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 seventy-four dollars (\$474).

1.(b) WR TECH IIs having completed fifteen (15) semester or equivalent college units from an accredited college or university, 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 seventy-four dollars \$474). The fifteen (15) semester or equivalent units must be in a science, mathematics, or engineering curriculum with primary emphasis in the areas of study 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 be relevant to the work being performed by the employee.

- 1.(c) WR TECH IIs who hold a four (4) year college degree in a DWR approved field of study as described in paragraph 1 (b) and have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of six hundred eighty-six dollars \$686).
2. WR TECH IIs assigned to a DWR field assignment will receive a two hundred ninety-one dollars \$291) per month differential provided the employee has 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 (WRET). Courses qualifying toward this requirement may include WRET courses taken by the employee prior to being appointed as a WR TECH II. Management will facilitate each eligible employee's attendance in the eighty (80) hour course in WRET no later than twenty-four (24) months of the employee's 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) are “permanent” in that the differentials 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 (1) 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 employees meet the qualifications.
- I. WR TECH II Differential College Classes Approved courses of study for Differential (1) (b) and (1)(c).
 - Biology
 - Chemistry
 - Computer Science
 - Construction Management
 - Engineering
 - Engineering Technology (including Agricultural)
 - Geological Science
 - Geology
 - Geosciences

Hydrology
Landscape Architecture
Mathematics
Physical Science
Physics
Plant and Soil Sciences

- J. Payments made pursuant to this section will continue to be considered compensation for retirement purposes.

11.49.11 Transportation Engineering Technician Differential (Unit 11)

- A. Effective the first day of the pay period following ratification by both parties, the following differential shall be paid to Transportation Engineering Technicians (TET) in Caltrans who qualify under the criteria stated herein.
- 1.(a) 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 seventy-four dollars (\$474).
 - 1.(b) TETs having completed fifteen (15) semester or equivalent college units from an accredited college or university, 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 seventy-four dollars (\$474). The fifteen (15) additional semester or equivalent units must be in a science, mathematics, or engineering curriculum with primary emphasis in the areas of study referenced in subsection I and be relevant to the work being performed by the employee.
 - 1.(c) TETs who hold a four (4) year college degree in a Caltrans approved field of study as described in paragraph 1 (b) above and have twelve (12) months tenure at the TET, Range C level, shall receive a monthly salary differential of six hundred eighty-six dollars (\$686).
 2. TETs assigned to a Caltrans Construction assignment will receive a two hundred ninety-one dollars (\$291)

per month differential provided (a) the employees 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 boot camp per subsection J and (b) the employees have completed any required classes, or the employees have obtained any required certifications in Caltrans' prescribed test methods necessary to perform the employee's job duties.

Management will schedule each employee's attendance at the Construction Academy boot camp within twenty-four (24) months of the employee's appointment to a Construction field assignment. If circumstances warrant, management, at its discretion, may provide the bootcamp training on an individualized basis and certify completion of the required training. 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 to this section.
- C. Differentials 1(a), 1(b), and 1(c) are "permanent" in that the differentials 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 (1) 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 provided 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 A2 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 the employees meet the qualifications.
- I. Approved courses of study for Differential A:
 - Chemistry
 - Computer Science
 - Construction Management
 - Engineering
 - Engineering Science
 - Engineering Technology
 - Geological Science
 - Geology
 - Geoscience
 - Industrial Technology
 - Landscape Architecture
 - Mathematics
 - Physical Science
 - Physics
- J. Construction Academy ("Boot camp")

<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

K. Payments made pursuant to this section will continue to be considered compensation for retirement purposes.

11.50.11 Phlebotomy Differential (Unit 11)

Unit 11 employees who are in the classifications of Laboratory Assistant, Laboratory Assistant, Correctional Facility or Senior Laboratory Assistant, Senior Laboratory Assistant, Correctional Facility who are Certified Phlebotomy Technician I or II, and whose Individual Duty Statement requires that the employee draws blood shall receive a differential of one hundred twenty-five dollars (\$125) a month to be administered. Effective the first day of the pay period following ratification by both parties, the differential will be increased from one hundred twenty-five dollars (\$125) to two hundred dollars (\$200) per month.

11.51.11 Special Duty Pay (Unit 11)

- A. Effective the first day of the pay period following ratification, employees in the Structural Steel Inspector (Non-Destructive Testing) (class code 3389) and Lead Structural Steel Inspector (class code 3380) classifications shall receive ten dollars (\$10) per hour while engaged in the activity requiring the fall protection harness.
- B. Employees shall earn, at a minimum, one (1) hour of special duty pay while engaged in an activity requiring the fall protection harness. After the first hour, special duty pay shall be earned in fifteen (15) minute intervals.
- C. This special duty pay shall not be used to compute the level of compensation upon retirement.

11.51.14 Satellite Work Location Pay Differential (Unit 14)

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

- A. The incumbent is permanently assigned to a satellite work location or works independently in a one (1) person shop, and the incumbent's immediate supervisor does not provide technical guidance and support, and;
- B. The incumbent is the individual who is assigned to maintain the effective and efficient operation of the work location, and;

- C. The operation of the work location routinely entails customer contact and frequent accommodation of unexpected changes in work priorities or workload increases, and;
- D. 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
- E. 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 at 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.

- A. The rate of pay with differential shall be used to compute overtime compensation.
- B. The rate of pay with differential shall be used to compute shift differential pay.
- C. The rate of pay with differential shall be used to compute the level of compensation upon retirement.

11.53.14 HP 10000 Skill Pay Differential (Unit 14)

Effective the first day of the pay period following ratification, DPO II's assigned as a lead - to operate the HP 10000 at OSP will receive a skill pay differential of three percent (3%).

- A. The rate of pay with differential shall be used to compute overtime compensation.
- B. The rate of pay with differential shall be used to compute shift differential pay.

11.54 INTENTIONALLY EXCLUDED

11.54.1 – Division of Workers’ Compensation and Workers’ Compensation Appeal Board Education Pay Differential (DIR) (Unit 1)

Effective the first day of the pay period six (6) months following ratification by both parties, Department of Industrial Relations employees in the Division of Workers’ Compensation and Workers’ Compensation Appeal Board employed as a Management Services Technician (5278) who obtain a certificate of completion from a California-recognized court reporting school, or certification from such school evidencing equivalent proficiency shall receive a five percent (5%) Educational Pay Differential.

This differential shall not be considered as compensation for the purposes of retirement compensation.

This differential shall not be subject to the grievance and arbitration procedures.

11.54.4 – Division of Workers’ Compensation and Workers’ Compensation Appeal Board Education Pay Differential (DIR) (Unit 4)

Effective the first day of the pay period six-months following ratification by both parties, Department of Industrial Relations employees in the Division of Workers’ Compensation and Workers’ Compensation Appeal Board employed as a Senior Legal Typist (3224), or Office Technician (Typing) (1139) who obtain a certificate of completion from a California-recognized court reporting school, or certification from such school evidencing equivalent proficiency, shall receive a five percent (5%) Educational Pay Differential.

This differential shall not be considered as compensation for the purposes of retirement compensation.

This differential shall not be subject to the grievance and arbitration procedures.

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

- A. The State and SEIU Local 1000 agree that incumbents in the SOPO II classification who are permanently assigned to operate envelope specialty presses more than fifty percent (50%) of the employee's work time will receive a pay differential of two hundred fifty dollars (\$250) per month prorated according to time base.
- B. The parties agree that it is the parties' 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 the employee's 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 (8165), Registered Nurses (RN) (Forensic Facility) (8094), Registered Nurse (Correctional Facility) (9275), Surgical Nurses I (8130), and Health Services Specialists (8160) and (9699) who successfully complete the equivalent of fifteen (15) qualifying semester units or the equivalent of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of seventy-five dollars (\$75) 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 (8165), RN's (Forensic Facility) (8094), RN's (Correctional Facility) (9275), Surgical Nurses I (8130), and Health Services Specialists (8160) and (9699) 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. Within one hundred twenty (120) days from ratification and upon the Union's request, each department shall meet with the Union to review and discuss the department's applicable section(s) for required updates.

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 2.17). The provisions of this section shall not be grievable or arbitrable.

11.59.17 Health Facilities Evaluator Nurse LA County Travel Incentive – California Department of Public Health (Unit 17)

Health Facility Evaluator Nurses (HFEN) that report to work in Los Angeles County for forty (40) hours or five (5) days within a qualifying pay period will receive a two hundred and fifty dollars (\$250) travel incentive per qualifying pay period.

Less than full time employees shall receive the incentive on a prorated basis. This incentive shall not qualify for retirement purposes.

11.60.20 LVN Recruitment and Retention (Unit 20)

A. Unit 20 LVNs not currently receiving a recruitment and retention differential, with exception of those Licensed Vocational Nurses who are affected by the Plata Equity Agreement reached with SEIU Local 1000, December 20, 2007 and those LVN classifications who are under the receiver's authority 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)

Department of Education 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 Department of Education.

- B. Employees shall be eligible to receive the split shift pay differential for each pay period the employees 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 Assistant classifications, except CDCR Dental Assistant 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, except CDCR Dental Assistant classifications, who have obtained Coronal Polishing Certification from the Department of Consumer Affairs 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 CDCR Dental Assistant classifications who have obtained Coronal Polishing Certification from the Department of Consumer Affairs and who have submitted a copy of the employee's certification to the department head or designee shall receive an additional twenty-five dollars (\$25) for any month the employees are directed by a licensed dentist to perform coronal polishing on a patient.
- D. All Dental Assistants classifications, except CDCR Dental Assistant classifications, who have obtained Ultrasonic Scaling Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- E. All CDCR Dental Assistant classifications who have obtained Ultrasonic Scaling Certification from the Department of Consumer Affairs and who have submitted a copy of the certification to the department

head or designee shall receive an additional twenty-five dollars (\$25) for any month the employees are directed by a licensed dentist to perform ultrasonic scaling on a patient.

- F. 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 CalHR 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 (Unit 21)

The State recognizes the importance of continuing professional development within the education community.

- A. The State shall provide to all employees, two (2) days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.
- B. To encourage employees to enhance the employee's 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:
 - 1. Employees must have completed at least six (6) hours of education study and/or research in order to enhance the employee's professional capabilities.
 - 2. 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 CalHR on a case-by-case basis by the employing department. The employing department shall notify the employee in writing of the submission or of refusal to submit the request to CalHR, and result of CalHR’s decision. CalHR shall evaluate said requests based on whether the requests satisfy all of the following.

- A. **Nonnegotiable Deadline or Extreme Urgency**
The work must have a deadline or completion date that cannot be controlled by the employee or the employee’s supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for the employee’s work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.
- B. **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.

C. 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.

D. 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.

E. 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 CalHR, and CalHR's decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this Agreement.

11.66.4 Department of Motor Vehicles (DMV) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, in recognition of the increased complexity, level of skill/knowledge required, changes in the technology, laws, and program requirements, the State agrees to pay a one hundred fifty dollar (\$150) differential per pay period to the following DMV employees who perform at least fifty percent (50%) of their normal work duties in a call center.

This call center differential will apply only to the three (3) official call centers located in Sacramento, Fresno, and Riverside.

Motor Vehicle Representative

Senior Motor Vehicle Technician

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

11.67.4 Department of Transportation (Caltrans) Toll Collectors' Night Shift (Unit 4)

Caltrans only: Toll Collectors' Night Shift Differential

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.

11.67.20 Alternate Range Criteria Counselor at State Special Schools (Unit 20)

The CDE 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.

11.68.4 Health Benefit Exchange Call Center Differential (Unit 4)

Effective the first pay period upon ratification, the State agrees to pay a one hundred fifty dollar (\$150) per month pay differential to Program Technician employees of the Health Benefit Exchange who perform at least fifty percent (50%) of their normal duties responding to inquiries from the public and/or customer client contacts from an automated call distribution system in the call center. This differential is in recognition of the increased complexities and level of skills/knowledge required due to the implementation of this new call center. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to the employee's reduced time base.

11.69.4 Department of Managed Health Care Call Center Differential (Unit 4)

The Department of Managed Health Care Call Center Differential (Pay Differential 411) will be increased from \$100 per pay period to \$150 per pay period. This increase will be effective with the November 2019 pay period (October 31, 2019).

11.71.1 California Department of Education Local Assistant Budget Development Pay Differential (Unit 1)

Effective the first day of the pay period six (6) months following ratification by both parties, eligible employees shall receive the differential below.

The purpose of this Recruitment and Retention Differential for the California Department of Education (CDE) is to attract and retain qualified staff in the critical and legislatively mandated functions of developing the local assistance portion of the State budget for all early education and nutrition programs.

The pay differential shall apply only to those employees in the classification below within CDE who are directly involved in the preparation of their respective local assistance cost and caseload estimates and estimate methodologies submitted as part of the Governor's Budget May revision, final budget, and all subsequent budget actions.

Eligible Classifications

- A. Staff Services Analyst (5157)
- B. Associate Governmental Program Analyst (5393)

Rate Criteria:

- A. Employees who are currently employed in eligible classifications performing the duties above shall receive 5% per pay period (Non-PERSable). Employees hired after July 1, 2023, shall be eligible the first day of the first full calendar month.
- B. Employees who are employed in eligible classifications, performing the duties above for 12 months shall receive 10% per pay period (5% PERSable and 5% Non-PERSable) after the completion of 12 qualifying pay periods.
- C. Employees who are employed in eligible classifications performing the duties above for 24 months shall receive 10% per pay period (PERSable) after the completion of 24 qualifying pay periods.

Compensation Terms:

- A. An employee in a classification receiving a differential under these criteria, who is then promoted to a higher classification (defined by California Code of Regulations 599.666), within the same location shall move by California Code of Regulations 599.676 from their base salary to compute the appointment rate. Only the maximum base salary rates for the classifications are to be used when determining salary relationships between classifications.
- B. If an employee is placed on a Training and Development assignment to a classification other than an eligible classification, they shall be entitled to a prorate share of the applicable differential and shall not be eligible for this differential during the duration of their training and development assignment.
- C. If an employee terminates, transfers out of an eligible classification, or is terminated, the pay differential shall be discontinued.
- D. If an employee transfers or promotes from one identified classification to another identified classification, the employee's pay differential anniversary date shall not change.
- E. Leave due to FMLA, SDI, NDI, IDL, EIDL, or Military leave shall continue to receive this differential.

The decision to provide this differential shall not be subject to the grievance and arbitration procedures.

11.72.1 California Department of Social Services (CDSS) Disability Determination Services Division (DDSD): Recruitment & Retention Differential (Unit 1)

Effective the first day of the pay period six (6) months following ratification by both parties, employees at the CDSS' DDSD in the classes below who are performing duties outlined in the employee's duty statement and employed for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention differential as

identified, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

For purposes of implementation of this section, those employees who have more than 12 consecutive pay periods as a Disability Evaluation Analyst I, II, or III, or Staff Services Analyst or Associate Governmental Program Analyst within DDSD shall be entitled to the bonus amount below. Thereafter, the employee's eligibility shall be every 12 consecutive months following the initial payment of the bonus.

CLASSIFICATION	AMOUNT
A. Disability Evaluation Analyst I	\$2,000
B. Disability Evaluation Analyst II	\$2,000
C. Disability Evaluation Analyst III	\$3,000
D. Staff Services Analyst	\$2,000
E. Associate Governmental Program Analyst	\$3,000

ELIGIBILITY

A. If an employee resigns, transfers out of an eligible class, or is discharged prior to completing the twelve (12) consecutive qualifying pay periods, there will be no pro rata payment for those months.

B. If an employee promotes from one eligible classification to another eligible classification, the employee will be eligible for a pro rata share in accordance to the number of months in each eligible classification.

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. If an employee is placed on a Training and Development assignment to a classification other than an eligible classification, they shall be entitled to a pro rata share of the applicable differential and shall not be eligible for this differential during the duration of their training and development assignment.

F. No employee shall be eligible for this bonus if they have not completed at least 12 consecutive qualifying pay periods.

G. The employee must have satisfactory performance in the position and be in good standing with the branch, which shall be supported by approval of a yearly Merit Salary Adjustment (MSA) and/or satisfactory Performance Appraisal Summary (PAS). If an employee is no longer eligible for an MSA and there is no current PAS on file, the employee's performance will be deemed satisfactory.

H. This section shall not be grievable or arbitrable.

11.73.3 Porterville Developmental Center Pay Differential (Unit 3)

Effective the pay period following ratification by both parties, Bargaining Unit 3 classifications listed in the chart below that work at the Porterville Developmental Center will receive a pay differential of \$500 per pay period. If an employee who is receiving a differential, transfers to a location where the differential is not authorized, the differential shall be discontinued. Part-time and intermittent employees shall receive a prorated share of the differential based on a total number of hours worked within the monthly pay period. This pay differential shall not be considered compensation for CalPERS retirement.

Class Code	Classification
2277	Teacher State Hospitals (Severely Handicapped-Developmentally Disabled – Safety)
2334	Teacher State Hospitals (Speech Development & Correction)
2275	Teacher State Hospitals (Adult Education)

11.73.20 Department of Developmental Services (DDS), Porterville Developmental Center (PDC) – Support Services Assistant, Interpreter Pay Differential (Unit 20)

Effective the first day of the pay period following ratification by both parties, Bargaining Unit 20 employees located at Porterville Developmental Center (PDC) in the Support Services Assistant (Interpreter) (SSA Interpreter) (class code 9820) positions shall receive a pay differential of fifteen hundred dollars (\$1500) per month. Part-time and intermittent employees shall receive a prorated share of the differential. This pay differential shall not be considered compensation for retirement purposes.

11.74.1 Incident Command Assignment Pay – CAL FIRE (Unit 1)

Effective the first day of the pay period following ratification by both parties, Bargaining Unit 1 Fair Labor Standards Act Exempt (WWG E) employees employed by the Department of Forestry and Fire (CAL FIRE) shall be eligible for Pay Differential 63 - INCIDENT COMMAND ASSIGNMENT (ICA) DIFFERENTIAL PAY.

Employees receiving this pay shall not be eligible for arduous pay, or any other similar pay differential that provides extra compensation by way of leave or cash.

The decision to provide this differential shall not be subject to the grievance and arbitration procedures.

11.75.20 Assistive Technology Specialist Pay Differential, Department of State Hospitals and Department of Veterans Affairs (Unit 20)

Effective the first day of the pay period following full ratification by both parties, Assistant Technology Specialist (class code 8264) at the Department of State Hospital, Napa and the Department of Veterans Affairs, Yountville Home shall receive a monthly differential of five percent (5%) of their regular salary.

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

12.1 Business and Travel Expenses

The parties agree during the term of this contract that the State shall implement the Business and Travel Expense provisions set forth in the attached Appendix S - 12.1 Business and Travel Expenses. This implementation will allow for the planned conversion of the business and travel expense reimbursement program to one that includes adopting the federal standard meal and incidental expense rate and lodging rates established by the General Services Administration (GSA). The business and travel reimbursement program as set forth in Appendix S 12.1 Business and Travel Expenses shall become operative as follows:

Appendix S - Effective upon the implementation date provided by the State to SEIU, as determined by the State, Appendix S - 12.1 Business and Travel Expenses shall be operative and replaces the language contained below.

During the term of this agreement, the parties agree that the State may apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 1, 3, 4, 11, 14, 15, 17, 20 and 21 employees.

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 CalHR rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conference/registration fees because of time constraints or other

considerations may be reimbursed provided an alternate meal was purchased, in accordance with the rates established in section (A)(1) of this Article. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of the employee's actual expenses and make them available for audit upon request by the employee's department, state control agencies and/or the Internal Revenue Service (IRS). 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 agreed upon maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. CalHR must comply with current IRS definition of "incidentals". The IRS definition of "incidentals" includes fees and tips for porters, baggage carriers, and hotel staff. It does not include expenses for laundry, cleaning and pressing of clothing, 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 \$7.00
 - Lunch up to \$11.00
 - Dinner up to \$23.00
 - Incidentals up to \$5.00
 - Total up to \$46.00 (Every full 24 hours of travel)
2. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:
 - a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m. breakfast may be claimed

Trip begins at or before 11 a.m. lunch may be claimed

Trip begins at or before 5 p.m. dinner may be claimed

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

Trip ends at or after 8 a.m. breakfast may be claimed

Trip ends at or after 2 p.m. lunch may be claimed

Trip ends at or after 7 p.m. dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 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. 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 \$90 plus applicable taxes and mandatory fees.
2. When employees are required to conduct State business and obtain lodging in the counties

identified below, reimbursement will be for actual receipted lodging up to the below identified maximums, plus applicable taxes and mandatory fees.

County	Lodging Rate
All counties except those listed below	\$90
Sacramento, Napa, Riverside	\$95
Marin	\$110
Los Angeles, Orange, Ventura & Edwards AFB, excluding the city of Santa Monica	\$120
San Diego, Monterey County	\$125
Alameda, San Mateo, Santa Clara	\$140
City of Santa Monica	\$150
San Francisco	\$250

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from CalHR. CalHR 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 the employee's 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. The supervisor must determine prior to the beginning of the assignment if

the time away from the home or headquarters area will be more than thirty (30) days, but less than one year, Long Term Assignments (LTA) lasting longer than one year may require the long-term reimbursements to be reported as a fringe benefit.

1. Full Long-term Travel - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
 - The employee continues to maintain a permanent residence at the primary headquarters, and
 - The permanent residence is occupied by the employee's dependents, or
 - The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1,130 per calendar month while on the long-term assignment, and actual expenses up to \$10 for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to \$5 for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
 - Long-term subsistence rates of \$24 for actual meals and incidentals and \$24 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$24 for actual meals or \$24 for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters

area may claim long-term subsistence rates of up to \$12 for actual meals and incidentals and \$12 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either \$12 for actual meals or \$12 for receipted lodging for travel less than twelve (12) hours at the long-term location.

3. Employees, with supervisor's approval, who after completing the work shift remain at the job or LTA location past the Friday twelve (12) hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change CalHR 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 CalHR 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 CalHR. Subsistence shall be paid in accordance with procedures prescribed by CalHR. It is the responsibility of the individual employee to maintain receipts for the employee's 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. Transportation will be accomplished and reimbursed considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the agency, the officer or employee may use a more expensive form of transportation and be reimbursed at the amount required for a less expensive mode of travel. Both modes of transportation will be shown on the travel claim.

1. Mileage Reimbursement

a. When an employee is authorized by the employee's 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). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

- 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 the employee's normal commute.
 2. Private Aircraft Mileage – When an employee is authorized by the employee's department, reimbursement for the use of the employee's privately owned aircraft on state business shall be at the current FSMR rate per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628 and the State Office of Risk and Insurance Management.
 3. 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 the employee normally leaves the employee's home, or on a regularly scheduled day off, mileage may be computed from the employee's residence.
- G. Receipts: Receipts shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting state business except for actual expenses as follows:
 1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
 2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.

3. Telephone, fax, or other business charges necessary to state business of \$5 or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

Appendix S – 12.1 Business and Travel Expenses

The parties agree Appendix S - 12.1 Business and Travel Expenses, below, shall be operative and controlling effective upon the implementation date provided by the State to SEIU, as determined by the State, for this section.

Appendix S replaces the language contained within section 12.1 Business and Travel Expenses.

During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 1, 3, 4, 11, 14,15, 17, 20 and 21 employees.

Appendix S - New Language for 12.1 Business and Travel Expenses

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 Department of Human Resources (CalHR) rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conferences/registration fees because of time constraints or other considerations such as reasonable accommodation may

be reimbursed in accordance with the rates established in section (A)(1) of this article provided an alternate meal was purchased.

Unless otherwise specified, 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 and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed after leveraging available remote technology such as video and/or phone conference. The State reserves the right to direct employees to use contracted or preferred providers for lodging, transportation and other travel-related services.

When a State agency determines travel is necessary, it shall ensure that:

- Allowable travel expenses are incurred in accordance with state policy, including any applicable travel services contracts, such as airline, rental car, or lodging contracts.
- The mode of travel to be reimbursed is in the best interest of the state.

Normally, an official State business trip begins when the traveler leaves their residence or headquarters, whichever occurs last, and ends when the traveler returns to their residence or headquarters, whichever occurs first.

A. Meals and Incidentals - Meal expenses for breakfast, lunch, dinner, and incidentals will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified below unless the State or the employing department requires that receipts be submitted. 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. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense. CalHR must comply with current IRS definition of "incidental expenses."

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

For each full twenty-four (24) hours of travel: Up to the federal standard rate for meals and incidental expenses established by the U.S. General Services Administration (GSA).
On the first and last day of travel: Up to 75 percent of the federal standard rate for meals and incidental expenses established by the GSA.

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2. **Timeframes:** 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, and incidental as follows:

- a. For each full 24-hour day of travel: As indicated in 12.1.A.1 above.
- b. On the fractional day of travel at the beginning of a trip of more than twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.
- c. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.

- (1) If the fractional day includes an overnight stay, receipted lodging may be claimed.
- (2) 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.

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

For travel of at least twelve (12) hours up to twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.

For travel of less than twelve (12) hours: No reimbursement may be claimed for meals and incidental expenses.

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

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. When employees are required to conduct State business and obtain lodging, reimbursement will be for actual receipted lodging up to the below identified maximums plus applicable taxes and mandatory fees.

For the 48 contiguous states and Washington, D.C. (CONUS): Up to the applicable federal rate established by the U.S. General Services Administration (GSA) for the travel destination.

For certain out-of-state travel (Alaska, Hawaii, U.S. Territories and Possessions): Up to the applicable federal rate established by the Department of Defense (DOD) for the travel destination.

For out-of-country (foreign) travel: Up to the applicable federal rate established by the U.S. Department of State for the travel destination.

2. Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from CalHR. CalHR 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 their home or headquarters.

C. **Long-term Travel:** The long-term daily expense rate shall be authorized when a traveler can reasonably be expected to incur expenses in one location comparable to those arising from the use of establishments catering to long-term visitors, and when the traveler is expected to be in one location for 31 or more consecutive days. Actual expenses for long-term meals, incidentals, and receipted lodging will be reimbursed up to the maximum rates provided above in 12.1(A) and (B). Departments and traveling employees should continue to make reasonable efforts to secure lodging that is in the best interest of the state. Such lodging may include contracted or preferred providers, long-term lodging establishments, and non-hotel accommodations such as an apartment or extended stay facility. The supervisor must determine prior to the beginning of the assignment if the time away from home or

headquarters area will be more than 30 days, but less than one year. Long Term Assignments (LTA) lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.

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:
 - a. The employee continues to maintain a permanent residence at the primary headquarters, and
 - b. The permanent residence is occupied by the employee's dependents, or
 - c. The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars (\$200) per month.

2. Employees who, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive up to the federal standard reimbursement rate for meals and incidental expenses established by the GSA for Friday. Those staying overnight shall not receive any additional reimbursements for meals and incidental expenses regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive up to 75 percent of the federal standard reimbursement rate for meals and incidental expenses established by the GSA. This does not change CalHR policy regarding the meals and incidentals reimbursement 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 CalHR policy regarding an employee leaving the LTA location on personal business:

Employees who leave the LTA location are not entitled to reimbursement of lodging, meals, incidentals, or transportation costs if they stayed overnight elsewhere.

D. Out-of-State Travel:

For short-term out-of-state travel, State employees will be reimbursed for actual lodging expenses, supported by a receipt, and actual meal and incidental expenses in accordance with the rates provided above in 12.1(A) and (B). 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, in accordance with the rates provided above in 12.1(B) 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 CalHR.

Reimbursement for lodging, meals and incidentals shall be paid in accordance with procedures prescribed by CalHR. 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, and 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 method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the agency, the officer or employee may use a more expensive form of transportation and be reimbursed at the amount required for a

less expensive mode of travel. Both modes of transportation will be shown on the travel claim.

1. **Mileage Reimbursement**

When an employee is authorized by their 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). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

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 their normal commute.

2. **Private Aircraft Mileage** – When an employee is authorized by their department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the FSMR rate per statute mile and shall be computed on the basis of the shortest air route from origin to destination. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628 and the State Office of Risk and Insurance Management.

3. **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 they normally leave their home, or on a regularly scheduled day off, mileage may be computed from their residence.

G. **Receipts:** Unless otherwise specified, receipts 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. Streetcar, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10.00) or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, fax or other business charges necessary to State business of five dollars (\$5.00) 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.

H. During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 1, 3, 4, 11, 14, 15, 17, 20 and 21 employees.

12.2 Moving and Relocation Expenses

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

12.3 Parking Rates

A. For the term of this Contract, the parties agree that the State may increase parking rates in existing owned, wholly leased or administered lots, in urban congested areas, no more than twenty dollars (\$20) per month above the current rate, charged to employees in specific locations where the employees 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 owned or administered parking lots

where employees do not currently pay parking fees. Rates at new lots owned, wholly leased or administered by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking. This Article does not apply to parking spaces leased in parking lots owned or administered by private vendors.

B. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.

12.4 Commute Program

A. Mass Transit

Effective the first day of the pay period following ratification by both parties, employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a one hundred percent (100%) discount on public transit passes sold by State agencies up to the current monthly exclusion amount provided by the Internal Revenue Service (IRS). Employees who purchase public transit passes on the employee's own shall be eligible for a one hundred percent (100%) reimbursement up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

B. Vanpool

Effective the first day of the pay period following ratification by both parties, employees riding in vanpools or driving vanpools

shall be eligible for a one hundred percent (100%) reimbursement of the monthly fee up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. This shall not be considered compensation for purposes of retirement. A vanpool must, at a minimum, meet the definition of a "commuter highway vehicle" in Internal Revenue Code section 132(f), including seating capacity requirements. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. Mass Transit and Vanpool

Effective the first day of the pay period following ratification by both parties, employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for one hundred percent (100%) of the cost up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. The appointing power may establish and implement procedures regarding the certification of expenses.

D. Bicycle Commuter Program

The Program is a taxable benefit administered by CalHR. This benefit is voluntarily provided by the State of California and encourages active state employees to consider bicycle commuting as a means of active transportation to and from the employee's residences and places of employment. The Program promotes health and wellness and sustainable commuting practices by encouraging employees to use bicycles as their primary means of commuting.

Eligible employees who regularly commute by bicycle during a substantial portion of a calendar month may submit claims in

accordance with current state policy (HR Manual section 1425 – Bicycle Commuter Program).

12.5 Transportation Incentives

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

12.6.17 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 the employee's 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

The State will adopt the standards for habitability consistent with California Civil Code sections 1941 and 1941.1 and the Department of Consumer Affairs' Outline: Landlords' and Tenants' Responsibilities for Habitability and Repairs (Legal Guide LT-8). The appointing authority agrees to inspect the premises prior to employees moving into the premises. For employees currently in residence in State owned housing, the appointing authority will take steps to make necessary repairs and improvements within a reasonable time. The appointing authority reserves the discretion to prioritize the order of repair to its housing.

A. Housing

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

1. Where employees are currently paying rent, the State may raise such rates up to 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 Wildlife (DFW) 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 DFW is committed to improving the quality of State owned housing under its jurisdiction. To that end, the Department will seek funding authority for maintenance and improvement of Department-owned housing.

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

- E. Possessory Interest Taxes – Department of Fish and Wildlife (Unit 11)

- 1. Reimbursement for Possessory Interest Taxes

- The DFW will directly pay the possessory interest taxes for Unit 11 employees who occupy Department-owned housing for the employee's payment of possessory interest taxes, where assessed. The employee shall follow Department procedures and submit any possessory interest tax bills to the Department as soon as the possessory interest tax bills are received by the

employee.

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 DFW 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 DFW by the date management specifies. The DFW 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. 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. Where employees are currently residing in State owned housing as a condition of employment, rental rates will not be raised by the appointing authority until it has demonstrated to CalHR that necessary repairs and improvements have been made to satisfy the standards for

habitability that are consistent with Civil Code section 1941 and 1941.1. On a case-by-case basis, the appointing authority shall determine the new Fair Market Value following the completion of repairs and improvements of each State owned housing property. With CalHR's approval, the appointing authority may raise employee rents up to twenty-five percent (25%) each year for such housing until the Fair Market Value has been realized.

12.8 Overtime Meal Benefits and Allowances – CDCR/CCHCS (Excludes Units 17 and 21)

- A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to the employee's 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, the employee 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.
- B. With the exception of employees whose work hours are recorded in an automated scheduling system, 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. If there is a snack bar or other dining facilities for employees, 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, the employee may follow the procedure as outlined in 2 below;
2. Employees requesting reimbursement under this option will receive eight dollars (\$8), 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 eight dollars (\$8) 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 section.

F. Within twelve (12) months of ratification by both parties, for those employees whose work hours are recorded in an automated scheduling system, the overtime meal allowance(s) will be automatically calculated and reimbursed by the work hours recorded in the automated scheduling system. Employees will receive a separate check for the meal allowances for the qualifying time worked in the prior pay period. Employees not in an automated scheduling system, who are entitled to a meal allowance, shall submit for reimbursement utilizing the local submission process.

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

When a Unit 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 the employee's regularly scheduled work day. No more than three (3) overtime meal allowances may be claimed during any twenty-four (24) hour period.

12.9.1 Overtime Meal Allowance (Unit 1)

Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to the employee's 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 eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

12.9.3 Overtime Meal Allowance (Unit 3)

- A. Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to the employee's 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 eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.
- B. No overtime meal allowance will be paid to an employee working overtime on a regular day off or holiday unless the employee works two (2) or more hours in excess of the number of hours worked on the employee's regularly scheduled workdays.

12.9.4 Overtime Meal Allowance (Unit 4)

A. Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to the employee's 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 eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

B. No overtime meal allowance will be paid to an employee working overtime on a regular day off or holiday unless the employee works two (2) or more hours in excess of the number of hours worked on the employee's regularly scheduled workdays.

12.9.11 Overtime Meal Allowance (Unit 11)

A. Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to the employee's 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 eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

B. No overtime meal allowance will be paid to an employee working overtime on a regular day off or holiday unless the employee works two (2) or more hours in excess of the number of hours worked on the employee's regularly scheduled workdays.

12.9.14 Overtime Meal Allowance (Unit 14)

A. Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to the employee's 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 eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

- B. No overtime meal allowance will be paid to an employee working overtime on a regular day off or holiday unless the employee works two (2) or more hours in excess of the number of hours worked on the employee's regularly scheduled workdays.

12.9.15 Overtime Meal Allowance (Excluding CDCR and CCHCS) (Unit 15)

Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to the employee's 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 eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

12.9.17 Overtime Meals Allowance (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 of eight dollars (\$8) will be provided.
- 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 the employee's regularly scheduled workday. No more than three (3) overtime meals allowances, or tickets may be claimed during any twenty-four (24) hour period.
 - 1. Employees who are provided an overtime meal allowance ticket shall receive the ticket on the day it is earned. The date and time issued shall be recorded on the overtime meal allowance ticket.
 - 2. Employees who are provided an allowance/ticket may receive reimbursement for the receipt/ticket by attaching the receipt/ticket to a State Overtime form. To receive reimbursement, receipt/tickets must be

submitted within ninety (90) calendar days of the date the overtime meal was authorized.

C. Overtime Meal Allowances – CDCR

1. Overtime meal 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, the employee shall earn an additional meal allowance, or ticket for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances or tickets will be claimed during any twenty-four (24) hour period.
2. With the exception of employees whose work hours are recorded in an automated scheduling system, 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 eight dollars (\$8).
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. If there is a snack bar or other dining facilities, the employee may chooses to use the assigned meal ticket 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 other dining facilities shall be eight dollars (\$8) 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, the employee 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 eight dollars (\$8), regardless of the value assigned to the meal ticket by local management.

5. 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 eight dollars (\$8) reimbursement for each overtime meal allowance earned.

D. Within twelve (12) months of ratification by both parties, for those employees whose work hours are recorded in an automated scheduling system, the overtime meal allowance(s) will be automatically calculated and reimbursed by the work hours recorded in the automated scheduling system. Employees will receive a separate check for the meal allowances for the qualifying time worked in the prior pay period. Employees not in an automated scheduling system, who are entitled to a meal allowance, shall submit for reimbursement utilizing the local submission process.

E. Overtime Meal Allowance – CalVet

1. When a Unit 17 CalVet employee is required to work overtime, management will provide an overtime meal ticket that may be used to purchase a hot meal or be submitted to receive an overtime meal allowance of eight dollars (\$8).

2. To be eligible for the overtime meal ticket or overtime meal 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 the employee's regularly scheduled work shift. 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.

3. An employee may use the overtime meal ticket as provided in a and b below:

a. The overtime meal ticket may be used to purchase a complete hot meal at the Home's dining room. The value of the overtime meal ticket shall be established by local management. The value of the overtime meal ticket shall be sufficient to purchase a complete hot meal. If the overtime meal ticket is used to purchase a meal, the employee must use it within ninety (90) days of the issue date. If the overtime meal ticket is used to purchase a meal, the meal will constitute full and complete reimbursement. If the employee does not use the overtime meal ticket to purchase a meal, the employee may submit the ticket for reimbursement as outlined in b below.

b. Overtime meal tickets that are not used to purchase a meal may be submitted for reimbursement by submitting the tickets through CalATERS Global. Overtime meal tickets must be submitted for payment within ninety (90) days of the issue date. Employees requesting reimbursement under this option will receive eight dollars (\$8) per ticket, regardless of the value assigned to the overtime meal ticket by local management.

4. Any overtime meal tickets held prior to the effective date of this Contract must be used to purchase a meal or submitted for reimbursement in accordance with this Article.

12.9.20 Overtime Meal Allowance (Unit 20)

A. Eight dollars (\$8) will be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to the employee's 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 eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period.

B. Except for Unit 20, no overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless the employee works two (2) or more hours in excess of the number of hours worked on the employee's regularly scheduled workdays.

C. Overtime Meal Allowance – CalVet

1. When a Unit 20 CalVet employee is required to work overtime, management will provide an overtime meal ticket that may be used to purchase a hot meal or be submitted to receive an overtime meal allowance of eight dollars (\$8).
2. To be eligible for the overtime meal ticket or overtime meal 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 the employee's regularly scheduled work shift. 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.
3. An employee may use the overtime meal ticket as provided in a and b below:
 - a. The overtime meal ticket may be used to purchase a complete hot meal at the Home's dining room. The value of the overtime meal ticket shall be established by local management. The value of the overtime meal ticket shall be sufficient to purchase a complete hot meal. If the overtime meal ticket is used to purchase a meal, the employee must use it within ninety (90) days of the issue date. If the overtime meal ticket is used to purchase a meal, the meal will constitute full and complete reimbursement. If the employee does not use the overtime meal ticket to purchase a meal, the employee may submit the ticket for reimbursement as outlined in b below.

- b. Overtime meal tickets that are not used to purchase a meal may be submitted for reimbursement by submitting the tickets through CalATERS Global. Overtime meal tickets must be submitted for payment within ninety (90) days of the issue date. Employees requesting reimbursement under this option will receive eight dollars (\$8) per ticket, regardless of the value assigned to the overtime meal ticket by local management.
- 4. Any overtime meal tickets held prior to the effective date of this Contract must be used to purchase a meal or submitted for reimbursement in accordance with this Article.

12.10 Damaged or Destroyed Personal Property (Excludes Unit 17)

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 the employee's 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.

12.11 Uniform Replacement Allowance (Excludes Units 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 six hundred and fifty dollars (\$650) 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, including footwear, 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, the employee must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear the employee's required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of the employee's facility and to and from the employee's 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 the employee's credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

12.11.15 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 six hundred and fifty dollars (\$650) 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, the employee must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.
4. Employees shall wear the employee's required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of the employee's facility and to and from the employee's 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 the employee's credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.

2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

- C. Effective the first day of the pay period following ratification by both parties the State shall provide Unit 15 employees a safety footwear replacement allowance of one hundred and sixty five dollars (\$165) per year, unless the employee is covered in section D of this Article. For the purpose of this section, safety footwear is defined as oil and slip resistant footwear to be worn while carrying out the duties of the employee's position. Eligible Unit 15 employees shall receive the employee's annual safety footwear replacement allowance by September 1 of each fiscal year or no later than sixty (60) calendar days after passage of the annual State budget.

D. CDCR

Effective the first day of the pay period following ratification by both parties, the CDCR, shall provide Unit 15 employees working in the department's programs who are required to wear uniforms and accessories with an annual uniform allowance of six hundred and fifty dollars (\$650) per fiscal year. Employees in eligible classifications shall receive the employee's 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 and Food Service Technician I and II shall consist of the following items:
 - a. Shirt, tan, with department patch over the left breast pocket.
 - b. Button down shirts will be tucked into pants.
 - c. Trousers, dark brown.
 - d. Shoes - must be brown/black, leather uppers only, plain toe conservatively designed. No buckles and only moderate designs on or in leather. Leather must be of smooth texture. Heels not to exceed one and one-half (1½) inches in height. Soles must be slip and oil resistant. Military style shoes are acceptable. No cowboy boots or steel toed shoes or boots.
 - e. Jumpsuit, long/short sleeve solid brown in accordance with department specifications.
 - f. Tan smock with a one and three-quarter (1¾) inch CDCR patch over left breast pocket.
2. The following items are mandatory accessories:
 - a. One and three-quarter (1¾) inch CDCR patch on solid brown or brown and tan cap, solid brown beanie, or boonie style hat with the department identification and classification (CSC, Cook Specialist I/II, Baker I/II, Butcher II and Food Service Technician I and II rocker).
 - b. One and three-quarter (1¾) inch CDCR patch above the left breast pocket with the department identification.
 - c. Belt, brown/black
 - d. One and three-quarter (1¾) inch CDCR patch on the left breast on a dark brown color uniform style jacket or coat.
 - e. Key ring holder
 - f. Whistle
 - g. Name tag

- h. Flashlight – mini mag light type not to exceed six (6) inches.
- 3. The following items are non-mandatory accessories:
 - a. Alarm holder
 - b. American flag patch
 - c. Hash marks denoting years of service (on long sleeve shirt or jumpsuit only)
 - d. Hairnets
 - e. CDCR shoulder patches
- 4. Within sixty (60) calendar days of appointment, new and eligible Unit 15 employees, based on the employee's appointment date or time base shall receive a pro rata amount. All new food service staff will 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.

E. DGS Uniforms

- 1. Uniform Shirts
The State shall provide eleven (11) required uniform shirts to custodians.
- 2. Uniform Pants
 - a. At worksites where uniform pants are not required, DGS shall provide eleven (11) uniform pants upon the custodian'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 eleven (11) uniform pants to custodians.
- 3. Uniform Jacket
The State shall provide one (1) required uniform outerwear jacket to custodians.
- 4. Uniform Replacement
In accordance with established procedures, where requested by a custodian, DGS shall replace or repair the

required uniform if damaged in the line of duty through no fault of the employee.

5. Laundry Service

Laundry service shall be provided, however use of the laundry service will be at the custodian's option.

F. CalPIA Custodian Shirts and Hats

1. Shirts and Hats

CalPIA shall provide seven (7) required shirts and two (2) required hats to custodians.

2. Replacement

In accordance with established procedures, where requested by a custodian, CalPIA shall replace or repair the required shirt or hat if damaged in the line of duty through no fault of the employee.

12.11.20 Uniform Replacement Allowance (Unit 20)

A. Effective the first day of the pay period following ratification by both parties, 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 six hundred fifty dollars (\$650) 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, 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, the employee must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear the employee's required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of the employee's facility and to and from the employee's 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 the employee's credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.

2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established

anniversary date, and a uniform replacement credit on each subsequent anniversary date.

12.12.11 Safety Footwear – Caltrans & DWR (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 twelve (12) 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 twelve (12) 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.
- E. Employees may elect to purchase and be reimbursed for safety footwear once every twelve (12) months for one hundred dollars (\$100) or once every twenty-four (24) months for two hundred dollars (\$200).

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

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform the employee's 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 Tools, 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 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 the employee's 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.

12.13.21 Tools, Business Equipment, Materials and Supplies (Unit 21)

- A. The State shall determine what equipment, materials, and supplies are necessary for employees to perform the employee's jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees may request that specific business equipment, materials, and supplies be made available for the employee's 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. Any denial of a request shall be provided in writing to the employee.
- C. Employees issued State provided items shall be held responsible for loss and/or damage due to negligence.

12.14 Professional Dues (Excludes Units 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 Development (Unit 21)

- A. 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 two hundred dollars (\$200) per fiscal year for membership dues in job-related professional societies or associations.
- B. As departmental technology becomes accessible, the State shall provide online access to professional journals or publications available through the State Library.

12.15 Reimbursement of Fees (Excludes Unit 17)

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 Credential/License/Certificate Fees (Unit 21)

The State agrees to reimburse Unit 21 employees up to a maximum of two hundred dollars (\$200) per fiscal year for job-related credentials, licenses, and/or certificates. Credential and licenses must be issued by a State agency. Reimbursements for certificates must be approved by management.

12.16.1 Aviation Safety Officer (Unit 1)

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

- A. Reimbursing Aviation Safety Officer the cost of the employee's 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 (ACFE)
- 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 the employee's 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 permanent intermittent employees shall be reimbursed for fifty percent (50%) of the cost of such fees.

**12.19.1 Actuary Dues—California Department of Insurance (CDI)
(Unit 1)**

The CDI 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:

Actuary Senior

Actuary

Actuarial Senior Analyst

Actuarial Analyst

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 the employee's supervisors.
- B. The employer will reimburse employees for filing, examination and renewal fees associated with acquisition of the license provided:
 1. The employee is authorized in advance to take the exam or renew the certificate, and
 2. 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 Department of Education 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 the employee's 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 the employee is assigned, the State will: (1) provide a mode of transportation; or (2) provide mileage reimbursement in accordance with Business and Travel Expenses of the Contract.

12.24.1 Extended Travel, California Department of Insurance (Unit 1)

The Union and the California Department of Insurance agree that, as an incentive for Unit 1 employees that are on a temporary travel assignment, the State shall pay short-term per diem for long term travel. Continuation of this section shall be in accordance with all applicable Federal and State tax laws.

12.24.21 Class A and/or Class B Commercial Driver's License Fee Reimbursements (Unit 21)

- 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 the employee's 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 the employee's 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 the employee's exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by the employee's 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 examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

12.26.21 INTENTIONALLY EXCLUDED

12.27.21 INTENTIONALLY EXCLUDED

12.28 Pre-Tax Commuting Expense

The State will evaluate the feasibility of implementing a pre-tax commuting expense program in accordance with Internal Revenue Code Section 132(f).

12.29 Bike or Walk to Work Program

- A. The State shall endeavor to make facilities available to employees who bike or walk to work including, but not limited to, clothing lockers, secure bicycle storage, and shower facilities in all State owned or leased buildings.
- B. This Section is not grievable or arbitrable.

ARTICLE 13 – CAREER DEVELOPEMENT

13.1 Performance and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.
- 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. No rank and file shift lead shall be authorized access to an employee's files, except with prior written approval of the employee.
- C. Evaluation material or material relating to an

employee's conduct, attitude, or service shall not be included in the employee's 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. An employee signature shall not necessarily constitute agreement to the evaluation. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

D. An employee or the employee's authorized representative may review the employee's 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 the employee's authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in the employee's personnel file.

E. The employee shall have a right to insert in the employee's 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 the employee's 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 the employee's authorized representative may, upon request, review the contents of the employee's file with the employee's supervisor. Upon request, the employee shall be allowed a copy of the material in the employee's supervisory file.

13.2 Personal Performance Session (Excludes Unit 17)

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 Discussions (Unit 17)

- A. The State and SEIU Local 1000 encourage periodic informal performance discussions between Unit 17 employees and the employee's 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 Non-Traditional Joint Apprenticeship and Training Committee (JATC) (Excludes Units 17 and 21)

A. It is the policy of the State employer and Union to support the establishment of non-traditional apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such non-traditional apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.), CalHR Manual, and civil service statutes, rules, and regulations and pursuant to the following provisions:

1. A Joint Apprenticeship and Training Committee (JATC) shall evaluate and adjust all controversies or differences concerning the apprentice agreement in accordance with JAC standards approved by the Division of Apprenticeship Standards, JATC guidelines and the laws cited above
2. Non-Traditional Apprenticeship programs shall operate under the JATC 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.
3. Each JATC shall determine the training program for the classes included for the employee's program.
4. Union representatives who have been selected as ~~Joint~~ JATC members shall serve with no loss of compensation during committee meetings.
5. The State and Union acknowledge the role of departmental policies and procedures in providing a safe and healthy work environment.

B. The State and the Union 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 in SEIU bargaining unit occupations. The

Union and the State agree to meet and confer on this matter at the request of either party. Any new SEIU JATC 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 Individual Development Plan

- A. The purpose of the Individual Development Plan (IDP) is to establish personal objectives and develop a plan for achieving professional growth, career mobility and/or future career changes.
- B. Departments shall notify each eligible employee of the

opportunity to submit an IDP at least annually for full-time employees and for PI employees who work seven hundred fifty (750) hours or more annually. An employee is not required to participate in the IDP process. If an employee elects not to participate, this decision will not be held against them.

- C. The IDP process shall not be part of the performance appraisal or disciplinary process. An IDP may be created by an employee without triggering a performance evaluation appraisal. If all or part of the IDP is disapproved, the employee shall be notified in writing and a copy shall be provided to the Union.

13.5.14 INTENTIONALLY EXCLUDED

13.6 Performance Appraisal of Permanent Employees (Excludes Units 3, 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 the employee 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 the employee's performance appraisal through the department level of the grievance procedure when the employee receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

13.6.3 Performance Appraisal of Permanent Employees (Unit 3)

- 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 the employee 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 the employee's performance appraisal through the department level of the grievance procedure when the employee 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 Schools of the CDE.

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 the employee's 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 the employee's use of any leaves permitted under the terms of this Contract.

- Performance evaluations are not considered as an independent step in the disciplinary process.
- 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 the employee 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 the employee's 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 the employee's 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 their annual performance appraisal through the third (CalHR) step: (1) when the employee 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. CalHR 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 the employee is serving.
- B. In general, in the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed to be satisfactory.
- C. When a Unit 21 civil service employee receives substandard ratings in a majority of the performance factors, the employee may grieve the content of the employee's performance appraisal through the third step of the grievance procedure which shall be the final step of appeal.
- D. When a department intends to establish a new performance appraisal system or make major

modifications in the department's 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 section 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 the performance standards 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 confer on the proposed standards with the department.
 - 2. Normally, new performance standards or changes in existing performance standards shall not be implemented until the performance standards 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)

Unit 17 employees currently supervised by a supervising registered nurse shall be rated on the employee's Individual Appraisal Summary by the employee's supervising registered nurse. Unit 17 employees currently not supervised by a supervising registered nurse shall have the employee's Individual Appraisal Summary reviewed by a supervising registered nurse. At the request of the Registered Nurse, a review of the Individual Appraisal Summary with a supervising registered nurse shall be in the presence of the Registered Nurse.

13.8.14 Print 2 (Unit 14)

The 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 their designee, the documents shall be removed and destroyed, unless the employee requests the documents be returned to them for the employee's own disposal.
- B. LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from the 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 the employee's representative. The rebuttal shall be attached to the applicable LOI/WID.

13.9.15 Letters of Instruction (LOI)/Work Improvement Discussion (WID) (Unit 15)

Letters of Instruction and Work Improvement Discussion memos shall contain an expiration date, not to exceed one year, at which time the employee may request the removal. When requested, the counseling memo shall be removed and given to the employee.

13.9.17 Letters of Instruction (LOI)/Work Improvement Discussion (WID) (Unit 17)

- 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 the same. Upon request to the appointing authority or their designee, the documents shall be removed and destroyed, unless the employee requests the documents be returned to them for the employee's own disposal.
- B. LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from the date of discovery of the incident that forms the basis for the LOI/WID.
- C. In cases where the 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. 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.
- E. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in paragraphs A and D above and/or section 13.1 paragraph C of this Contract. 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 the employee's representative to extend this time frame. The rebuttal shall be attached to the applicable LOI/WID and shall remain in the files only as long as the underlying document.

- F. Disputes concerning this section are grievable to Step 3 (CalHR) pursuant to Article 6, of the Grievance and Arbitration Procedure of this Contract.
- G. Upon the employee's written request, all official Notices of Adverse Action, all documentation leading to or supporting or proposing such action, and all SPB decisions rendered in such cases will be purged from the employee's file(s) after three (3) years if there has been no recurring behavior.
- H. Although any performance problem may be addressed in an employee's annual performance evaluation, the evaluation shall contain no reference to the issuance of an LOI/WID or adverse action.

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

D. 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.

E. 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.

F. 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.

G. 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 CalHR; 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.

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 or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive the employee's 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, or job-related 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%) and may be up to one hundred percent (100%) 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 the employee's 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 the employee's 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.
- N. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are

at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

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 non-required 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 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 the employee's 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 the employee by the State if, after completion of the training assignment, the employee does not continue employment in State service, for 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. CalHR and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of Rehabilitation shall cooperate in devising training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.
- 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. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave/personal necessity leave. Such time shall not be accumulated.
- N. 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. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as professional association activities, professional

and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employee's expense, and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

- C. 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.
- D. New employees to a department shall, within sixty (60) days after reporting to work, be given an orientation session by the employee's supervisor or other departmental representative.
- E. 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.

F. 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.

G. 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 CalHR; 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.

H. 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 the hours will be compensated according to the employee's designated Work Week Group.

I. 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.

- J. 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 fifty percent (50%) and may be up to one hundred percent (100%) of course required books, tuition, materials and registration fees of approved training or educational courses.
 - 2. Normally the employee will attend the training on the employee's own time, unless otherwise agreed to in accordance with departmental policies or any other section of the MOU.
- K. 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.
- L. The employee or the employee's 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.
- M. 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 the employee's positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.

- N. Each Department, upon request of an eligible employee as defined in the Class A and Class B Commercial Drivers License section of this Contract, will make available any public information prepared by the DMV covering the commercial driver's license examination.
- O. Each State department, through its annual training plan process, will provide employees training in handling hostile and threatening behavior where required for safety purposes.
- P. 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. 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. 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. However, the employee or the employee's 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. 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. 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. 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. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employee's expense and therefore the choice of activity is at the employee's discretion. This time shall be requested

and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

- C. 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.
- D. 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 the employee's regular salary. When required training occurs outside of normal working hours, Unit 4 employees shall be reimbursed in cash or CTO, in accordance with the employee's Work Week Group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.
- E. 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.
- F. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.
- G. 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.

- H. 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 the employee's 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.
- I. 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. If denied, the reason for the denial shall be provided in writing to the employee.
- J. 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 the employee's positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.
- K. 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.
- L. 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.

- M. 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.
- N. Upon employee request, each department agrees to make available its plan and/or information regarding Upward Mobility Training for its Unit 4 employees. Departments with internal websites will post the upward mobility plans on the department's internal website.
- O. 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 the employee's regular

salary. When required training occurs outside of normal working hours, Unit 14 employees shall be reimbursed in cash or CTO, in accordance with the employee's work week 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 the employee's 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 the employee's positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.
- I. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union Management Health and Safety Committees.
- J. Each department shall develop and maintain a written upward mobility plan as specified in the State Personnel Board's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments. Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the Union with a copy. Upon employee request, each department agrees to make available its plan and/or information regarding upward mobility training for its Unit 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.
- M. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional

and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

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 California Department of Corrections and Rehabilitation – Division of Adult Institutions (CDCR-DAI), California Department of Corrections and Rehabilitation – Division of Juvenile Justice (CDCR-DJJ), Department of General Services (DGS), Department of Developmental Services (DDS), Department of State Hospitals (DSH), Employment Development Department (EDD), California Highway Patrol (CHP), Department of Motor Vehicles (DMV), the California Conservation Corps (CCC), and the California Department of Veterans Affairs (CalVet). 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 CalHR.
 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 at least quarterly.
- 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 Nursing and Upward Mobility Joint Labor Management Committee (Unit 17)

- A. A Statewide Joint Labor Management Committee shall be established to review nursing practices related to satisfaction in State government, career opportunities and development of mechanisms for nurses to obtain upward mobility. This could include Nurse Mentoring, appropriate RN supervision 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 Union and Management may invite subject matter experts to speak on specific issues.
- B. The committee shall prepare a full written report with recommendations made to the Director of the California Department of Human Resources. If the parties agree and funds are available, joint recommendations may be implemented prior to the expiration of this Agreement.
- C. Upon request of the Union, a subcommittee of the Nursing and Upward Mobility Joint Labor Management Committee may be convened at each department. The subcommittee shall be comprised of an equal number of representatives of the Union and the State, not to exceed four (4) each. Employees shall suffer no loss of compensation as a result of the participation in the subcommittee. The subcommittee shall review nursing practices related to job satisfaction, career opportunities and development of mechanisms for nurses to obtain upward mobility within the department. This could include Nurse Mentoring, appropriate RN supervision and other proactive programs. Any recommendations from the subcommittee shall be advanced to both the department director and the Joint Labor Management Committee noted above.

13.12.4 Auditor and/or Accountant Upward Mobility Program (Unit 4)

The State agrees to an upward mobility training program for Unit 4 employees who are currently employed by the Employment and Development Department (EDD), Board of Equalization (BOE),

California Department of Tax and Fee Administration (CDTFA), Office of Tax Appeals (OTA) or Franchise Tax Board (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.

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 filling 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 emailed to staff or placed on the department Intranet, and may be published in weekly bulletins or posted on a facility bulletin board. Statewide vacancy information is available on the CalHR website at www.calhr.ca.gov.

13.12.21 Employment Opportunities (Unit 21)

Departments shall make departmental employment opportunity information available to Unit 21 employees by posting on a bulletin board, providing via email and/or posting on the department intranet.

Statewide vacancy information is available on the CalHR website at www.calhr.ca.gov.

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 the employee’s 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 the employee's 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 the employee receives.
- H. Employees hired after November 1998 will be required to maintain an AWS certification as part of the employee's employment in the employee's 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, the EPR will be assigned no more than sixteen (16) non-separation interviews or eighteen (18) multi-claimant interviews. For those employees working an alternate work week or other than full-time, the number of interviews will be prorated 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.
- B. An EPR assigned a full determination schedule will not be assigned to establish overpayments.

- C. If an EPR has completed all scheduled workload, the EPR 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.

- G. In the event of a significant economic downturn, which results in a significant increase in determination workload, EDD will use all appropriate resources including but not limited to, PIs and overtime.

- H. EDD will notice SEIU Local 1000 on changes in the determinations scheduling standard including, but not limited to, an economic downturn in compliance with Article 24.1 so that the parties may meet and confer on the impact.

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 the employee 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), Board of Equalization (BOE), California

Department of Tax and Fee Administration (CDTFA) and Office of Tax Appeals (OTA) (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. The CDTFA 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.
- D. The OTA 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.
- E. 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.
- F. 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.
- G. 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 and Arbitration.
- 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 the employee's work performance. Supervisors will accept suggestions from such employees on job improvements and submit the suggestions to the employee's management for consideration.

13.18.17 Professional Practice Groups (Unit 17)

- A. The purpose of Professional Practice Groups (PPG) 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 PPGs 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 PPGs shall be determined by facility management, which may include multidisciplinary PPGs. Facilities which currently have multidisciplinary PPGs may continue their interdisciplinary PPGs. These meetings shall be open. Subject to supervisory approval based on operational need and with at least two (2) weeks 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 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 PPG shall prepare

minutes and provide a copy to management. Upon request, facility management may review the minutes prior to distribution.

- C. PPGs 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 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 in writing within three (3) months. 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. PPGs 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 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 shall support the formation of PPGs.
- G. Employees shall not receive any overtime for attending PPG meetings.
- H. The Department of Education 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.

- I. All departments that currently utilize PPGs 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.
- J. 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 the employee's own time or on State time with the employee's 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 (1/2) of the total membership of PPGs. Prior approval of agendas may be required. Each PPG may elect officers, publish agendas in advance, and distribute the PPG's 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. PPGs 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 Assessment and Development Committees (Unit 21)

The purpose of the Professional Assessment and Development Committee 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.

The committee will also discuss best practices for creating a positive and professional environment, ensuring a culture that encourages professional growth, and enhancing employees' existing knowledge and skills, workplace diversity and equal opportunity, and cultural awareness.

- A. The Committee will consist of equal numbers of management and Union representatives. However, there shall not be more than five (5) management representatives and five (5) Union representatives, unless increased by mutual agreement. The committee will meet on a quarterly basis and the meeting agenda will be established 30 days in

advance of the meeting via conference call. The agenda will include discussion topics and identification of possible management attendees.

- B. Committee recommendations, if any, will be advisory in nature.

Professional Assessment and 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 loss of compensation for courses that are scheduled during the employee's normal working hours.
- C. Unit 15 employees who are directed to attend a training course required by a department during other than the employee's normal working hours shall have the employee's work schedule adjusted within the employee's 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 the employee's 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 the employee's positions have been or are about to be changed substantially or eliminated by automation, technological changes, or other management-initiated changes.
- E. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employee's expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.
- F. 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.
- G. 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 and CCHCS (Unit 15)

- A. Departments shall provide on-the-job orientation for all Unit 15 employees on the employee's 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 the employee's duties at a satisfactory level and in a safe and efficient manner.

13.22.15 CDCR (Adult Programs) and CCHCS 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 the employee's 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; (8) employee self protection training; and (9) ServSafe Certification.

- 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 the decision in writing within thirty (30) days.
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 the employee's own, is unable to attend scheduled training, it shall not be noted in the employee's annual performance evaluation.

13.23.15 CDCR Training (Juvenile Programs) (Unit 15)

- A. All new Unit 15 employees will be provided with an orientation handbook and an orientation checklist.
- B. The CDCR 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 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;
 10. Hazardous Analysis Critical Control Point (HACCP) Procedures; and
 11. ServSafe Certification.
- D. 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 the employee, cannot attend the scheduled training, it will not reflect as a “needs improvement” or “unsatisfactory” on the employee’s 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.
- C. The State recognizes the importance of orientation for new employees. Issues related to orientation shall be brought forward by SEIU pursuant to Article 5.10 (Labor Management Committees) and resolved in a problem solving context.

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 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. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employee's expense and therefore the choice of activity is at the employee's discretion. This time shall be

requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

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)

Departments shall endeavor to provide on the job orientation for all Unit 20 employees within two (2) months of being hired but no later than five (5) 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 the employee's duties at a satisfactory level in a safe and efficient manner.

13.31.4 20/20 Program (Unit 4)

The State, where fiscally feasible, shall explore providing 20/20 programs for Unit 4 employees. Employees interested in pursuing this opportunity shall develop an education plan and/or Individual Development Plan with supervisor input. The 20/20 program endeavors to provide the opportunity for employees to participate in state sponsored, college or university courses for up to twenty (20) hours per week without loss of compensation when employees would otherwise be scheduled for work. At the request of the Union, individual department(s) shall meet to explore the development of a 20/20 program(s).

13.31.11 20/20 Program (Unit 11)

Starting on or before June 1, 2010, the State, where fiscally feasible, shall provide 20/20 programs for Unit 11 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty 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), where fiscally feasible, shall meet to explore the development of a 20/20 program(s).

13.31.15 20/20 Programs (Unit 15)

Where feasible, the State may explore providing 20/20 programs for Unit 15 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) may meet to explore the development of a 20/20 program(s).

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). Applicants shall complete the Bargaining Unit 20 20/20 Program application form, which is included as a side letter to this Memorandum of Understanding (MOU). A copy of the application with the approval or the reason for denial shall be sent to SEIU Local 1000.

20/20 Program Application

SEIU Local 1000

Bargaining Unit 20 – 20/20 Program Application

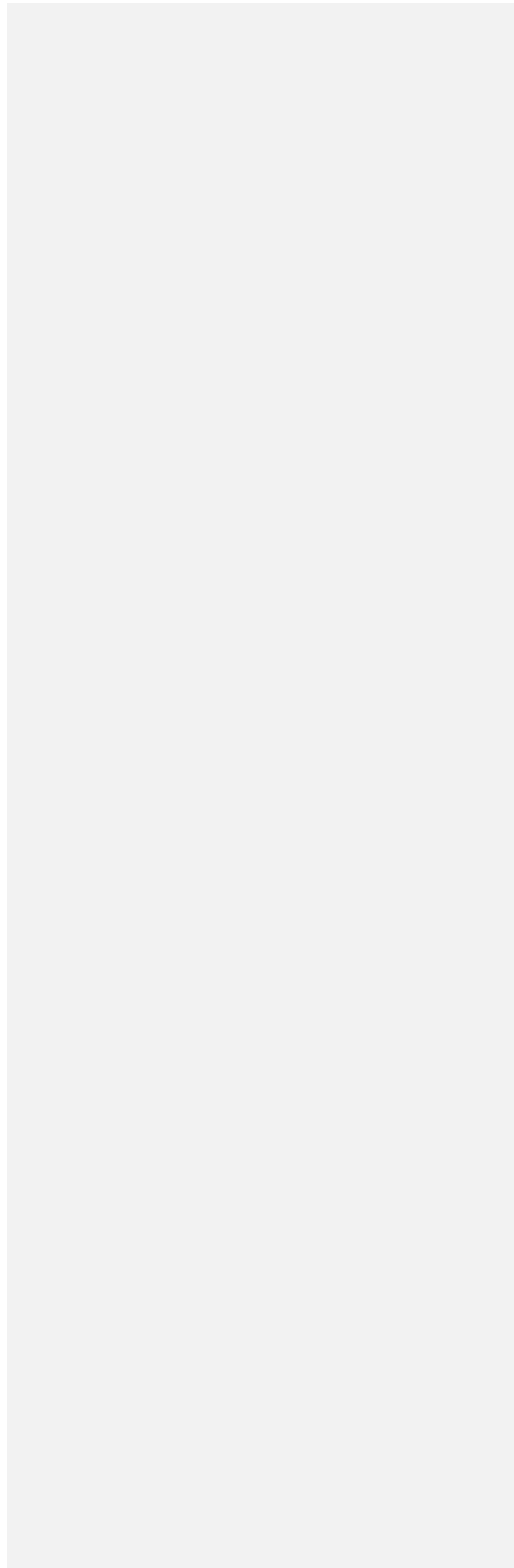
Please note: By submitting this application you are in no way guaranteed acceptance into the Bargaining Unit 20 20/20 Program.

Section A: Employee Request

Name (Print) _____ Request Date: _____

Current Position: _____ Seniority Score: _____

Department: _____



Primary phone #: _____ Email Address: _____

Course Schedule:

School: _____

Dates of Attendance: _____ Total Hours per Week: _____

What specific knowledge or skill will you learn?

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities?

Section B: Suggested Attachments

Any and all documents submitted may be taken into account when determining acceptance into the Bargaining Unit 20 – 20/20 Program.

- Individual Development Plan
- Summary of desired Degree/Certification/Education
- Detailed Course descriptions and schedule
- Summary of pertinent work experience
- Any other documents believe would be beneficial for acceptance into 20/20 program

Section C: Approval or Denial

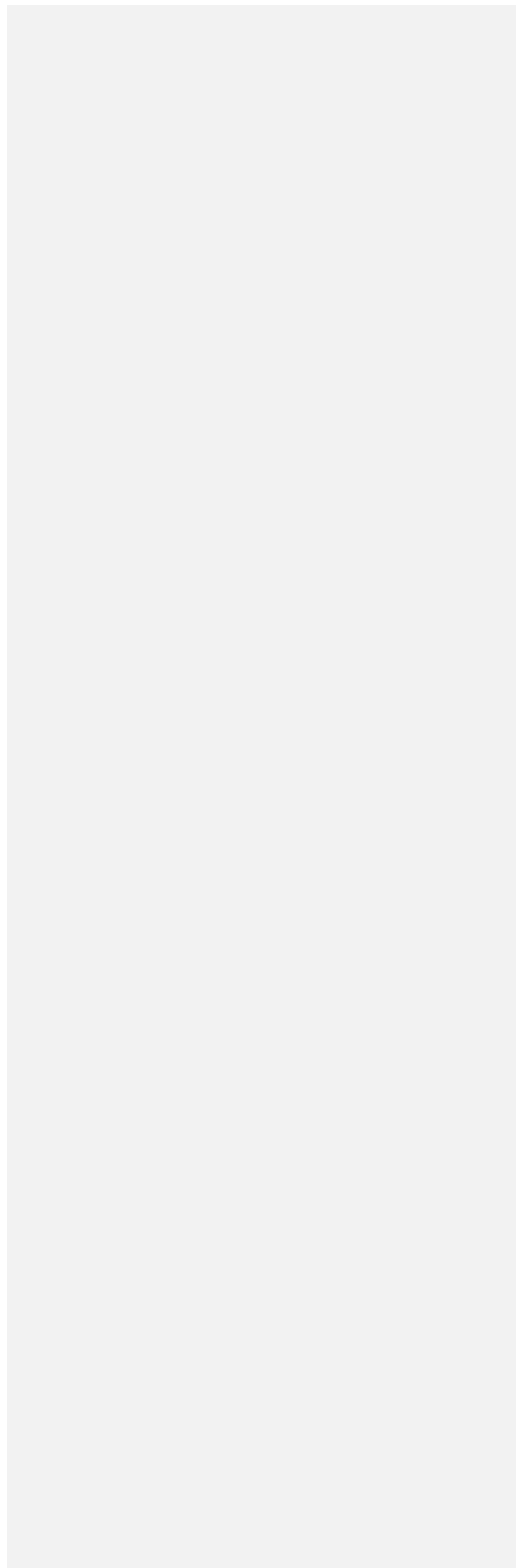
Your application is **APPROVED**.

Supervisor/Manager Facility Date

Your application is **DENIED** for the following reason(s).

Supervisor/Manager Facility Date

CC: SEIU Local 1000, Bargaining Unit 20 1808 14th St. Sacramento, CA 95811



13.32.20 Education and Training Opportunities (Unit 20)

- A. 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.
- B. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employee's expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

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 the employee's 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 CalHR.

13.35.4 Employee Recognition and Morale Program – Franchise Tax Board (FTB), Board of Equalization (BOE), California Department of Tax and Fee Administration (CDTFA) and Office of Tax Appeals (OTA) (Unit 4)

- A. The FTB, BOE, CDTFA and OTA 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.

13.36.4 Library Technical Assistant (Safety) Upward Mobility (Unit 4)

Effective the pay period following agreement, Library Technical Assistant (Safety) employees enrolled in a graduate program at a library school accredited by the American Library Association (as required in the minimum qualifications for the Librarian – Correctional Facility specification) will receive up to forty-five hundred dollars (\$4500) tuition reimbursement from CDCR. At the end of each enrollment period, tuition shall be reimbursed for each class completed with at least a “C” or satisfactory grade. CDCR will allocate funding specifically for this program.

ARTICLE 14 – CLASSIFICATION

14.1 Classification Changes

- A. When CalHR 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 CalHR 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, the parties 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.

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

A. Definitions

1. An employee is working "out-of-class" when the employee spends a majority (i.e., more than fifty percent [50%]) of the employee's 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 the employee’s 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, the employee shall receive the rate of pay the employee 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 CalHR 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 (1) year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.
5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.
2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance shall be filed on a CalHR 651 (Job Description 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 the employee stopped working out of classification or the employee's 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, the grievant may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of CalHR.
 6. The Director of CalHR 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 CalHR, 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.

14.3 Classification/Pay Data

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for bargaining unit rank-and-file employees.

14.4 Duty Statements, Post Orders, and Work Instructions (Excludes Units 17 and 21)

- A. An employee shall be provided with a current duty statement for the employee's position within fifteen (15) calendar days of the employee's request. Duty statements must comply with the State Personnel Board 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, the employee's duty statement shall be reviewed, and if necessary, updated to reflect their 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, unless the post order or work instruction violates another section of this Contract.
- 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 (CalHR) 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 within fifteen (15) calendar days of request. 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.

Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent.

14.5 Automation and 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. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

14.6 Job Announcements

When a department posts a job announcement for which two (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)

- A. 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.
- B. 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)

- A. 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.
- B. Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

14.8 Contracting Out

A. Purpose

The 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 the contracts 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 Study: Investigative Auditor Work
Classification Study (Unit 1)**

The State and the Union agree to meet regarding investigative audit work performed by Bargaining Unit 1 classifications within the Board of Equalization, California Department of Tax and Fee Administration and Office of Tax Appeals, the Investigative Auditors at the Department of Justice, and the Investigative Certified Public Accountant class.

The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

If changes to the class specification becomes necessary, such changes will be done in accordance with section 14.1 of this Agreement.

14.9.11 Classification Review of Laboratory Assistant Series (Unit 11)

A. CalHR shall initiate a workgroup with departments employing the classifications listed below to determine the feasibility of conducting a classification review and/or classification consolidation necessary and appropriate to better align with current and projected workforce needs.

1. Laboratory Assistant
2. Laboratory Assistant (Correctional Facility)
3. Senior Laboratory Assistant
4. Senior Laboratory Assistant (Correctional Facility)
5. Supervising Laboratory Assistant I

B. Within six months of ratification by both parties, CalHR shall provide an update on this effort to the union. The parties shall discuss the merits of conducting a classification review and/or classification consolidation as well as a specific plan of action that may be established where such action(s) are deemed to have merit.

C. Any changes to the classification(s) shall be handled consistent with Section 14.1 of this MOU.

14.9.14 Classification Review of Printing Trades Specialist Trainee Series (Unit 14)

A. Upon the Union's request, the State agrees to meet with representatives of the Union to determine if changes to the class specifications for the Printing Trades Specialist Trainee Series are needed. These meetings will not exceed six (6) in total unless mutually agreed by both parties.

B. The State and the Union may each select up to four (4) representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

C. Upon completion of the classification review, the State and the Union will jointly identify recommendations for changes to the Printing Trade Specialist Trainee Series. The Union shall be permitted to submit separate recommendations to the State. If the State determines that changes to the specifications are appropriate, the State agrees to pursue the revisions in accordance with section 14.1.

14.10.1 Classification Study: Television Specialist Classification Study (Unit 1)

During the term of this contract, the California Department of Human Resources will conduct a classification and specification review of the Television Specialist series.

If changes to the class specification become necessary, such changes will be done in accordance with section 14.1 of this Agreement.

14.11.1 INTENTIONALLY EXCLUDED

14.12.1 Personnel and Payroll Joint Management Workload Committee (Unit 1)

The State and the Union agree to convene a Joint Labor Management Committee (JLMC) to review the Personnel and Payroll classifications'

workload, training, upward mobility and overtime. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the Joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the State. The State and the Union shall select its own 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 shall meet at a minimum of at least once per quarter. The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall endeavor to respond to the information requested before each scheduled meeting date.

The Committee members shall discuss and make recommendations on the following:

- A. Workload
- B. Training
- C. Upward Mobility
- D. Overtime

The Joint Committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

14.12.15 Custodial Equipment (Unit 15)

Backpack Vacuums

Employees shall have the option, upon request, to use upright vacuums instead of backpack vacuums.

14.13.1 Lead Responsibilities (Unit 1)

- A. This provision outlines the lead person'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:- <ul style="list-style-type: none"> 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 examination.)
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.

14.16.4 Program Technician Classification Series (Unit 4)

The State and the Union agree to continue the Joint Labor Management Classification Committee to study the Program Technician series.

- A. The Committee will consist of up to five (5) State representatives chosen by the State and five (5) Union representatives chosen by the Union, who shall serve without loss of compensation.
- B. The Committee will start meeting sixty (60) calendar days after ratification of this Agreement. The Committee will meet regularly as agreed to by the committee members. The Committee will endeavor to complete this classification study within one year from the start.
- C. Any changes to the classification shall be handled consistent with section 14.1 of this MOU.

14.16.14 Classification Review of Digital Print Operator Series (Unit 14)

A. Upon the Union's request, the State agrees to meet with representatives of the Union to determine if changes to the class specifications for the Digital Print Operator Series are needed. These meetings will not exceed six (6) in total unless mutually agreed by both parties.

B. The State and the Union may each select up to four (4) representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

C. Upon completion of the classification review, the State and the Union will jointly identify recommendations for changes to the Digital Print Operator Series. The Union shall be permitted to submit separate recommendations to the State. If the State determines that changes to the specifications are appropriate, the State agrees to pursue the revisions in accordance with section 14.1.

14.17.14 Classification Review of Graphic Designer Series (Unit 14)

A. Upon the Union's request, 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. These meetings will not exceed six (6) in total unless mutually agreed by both parties.

B. The State and the Union may each select up to four (4) representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

C. Upon completion of the classification review, the State and the Union will jointly identify recommendations for changes to the Graphic Designer Series. The Union shall be permitted to submit separate recommendations to the State. If the State determines that changes to the specifications are appropriate, the State agrees to pursue the revisions in accordance with section 14.1.

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.

14.20.14 Multimedia Specialist (Unit 14)

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
- Classification

The Union may also provide suggested exam planning and sample duty statements.

14.20.17 Classification Reviews (Unit 17)

The State shall establish a Joint Labor Management Committee (JLMC) consisting of three (3) representatives from the Union and three (3) representatives from the State to explore two (2) class

specifications or specification series. The Union representatives on the committee shall serve without loss of compensation.

The State and the Union mutually agree the committee will focus solely on 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. The Union 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 JLMC shall complete one (1) 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 the Union recognize that classification proposals reflecting recommendations developed by the committee require approval by CalHR and 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 CalHR 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, CalHR and SPB approval, and certification of funds (Form 137) by all affected departments, the classification studies shall be implemented.

14.25.4 Dispatcher Clerk/Dispatcher Clerk, Caltrans Classifications Task Force Study (Unit 4)

- A. The State and the Union agree to form a Joint Labor Management Classification Task Force (JLMTF) to study the Dispatcher Clerk/Dispatcher Clerk, Caltrans Classifications specifications.
- B. The task force will consist of up to five (5) State representatives chosen by the State and five (5) Union representatives chosen by the Union, who shall serve without loss of compensation.
- C. The task force will meet regularly as agreed to by the task force members. The task force will endeavor to complete this classification study within two (2) years from the ratification of this Agreement.
- D. Any changes to these classifications and discussions of compensation shall be handled consistent with section 14.1 of this MOU.
 - E. Upon conclusion of the task force, a joint report with recommendations for any changes to the classifications' specifications shall be submitted to CalHR's Personnel Management Division. Either party reserves the right to submit recommendations in addition to the joint report or if a joint report cannot be agreed to by both parties.

F. Upon the completion of the study, the State shall provide the Union with a written notification of its completion and a determination as to whether the recommendations for changes to the classifications' specifications will be pursued.

G. This Article shall not be subject to the grievance and arbitration procedures.

ARTICLE 15 – TRANSFER

15.1 Appeal of Involuntary Transfer

- A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change the employee's 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 CalHR disapproves the transfer, the employee shall be returned to the employee's former position; shall be paid the regular travel allowance for the period of time the employee was away from the employee's original headquarters; and the employee's moving costs both from and back to the original headquarters shall be paid in accordance with the CalHR laws and rules.
- B. An appeal of an involuntary transfer which does not reasonably require an employee to change the employee's 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 the employee's residence.
- D. Employees, who are unwilling to accept the geographical transfer required by the employee's current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, voluntary retirement or resignation. Such employees who meet the CalHR, 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 the employee's current class or other classes to which the employee 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 qualified employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change the employee's residence, the

employee(s) to be involuntarily transferred shall be selected in inverse order of seniority. As an exception to inverse seniority, an employee in the same class and affected work unit who is qualified and more senior may request to be involuntarily transferred in lieu of a less senior employee. An employee whose request for transfer is granted, shall be entitled to moving and relocation expenses in accordance with section 12.1. However, any associated reimbursements shall be subject to applicable IRS and FTB regulations.

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 effects 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 the employee 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 than 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 the employee's work location when the change is made at other than the employee's request.

Unit 15 employees will be given the reasons in writing.

An employee can submit a written request to change the employee's 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

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 the employee's 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 CalHR laws and rules.

A department shall provide the employee and the Union, in writing, reason(s) for the inability to grant the transfer no later than sixty (60) days after the written request is made.

This section shall be grievable and filed with the department head and appealed to CalHR; it shall not be arbitrable.

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 the employee's 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 the employee's department in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to the employee's department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within the employee's 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.

15.4.15 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 the employee's 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 the employee's department, in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to the employee's department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within the employee's 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 the employee's 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 the employee's department in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to the employee's department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within the employee's 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 the employee's 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 the employee's department in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to the employee's department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within the employee's 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 the employee's 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 the employee's department in accordance with the following procedure:
 - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to the employee's 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 the employee's 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.

ARTICLE 16 – LAYOFF

16.1 Layoff and Reemployment

A. Application

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

B. Order of Layoff

Employees shall be laid off in order of seniority pursuant to Government Code sections 19997.2 through 19997.7 and applicable SPB and CalHR rules.

C. Notice

1. The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as soon as each is approved by CalHR. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.
2. 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 CalHR 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 (1) 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 layoff employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

16.3 Alternative to Layoff

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

16.4 Military Installations

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

16.5 Layoff Employee Assistance Program (EAP)

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, COBRA.

ARTICLE 17 – RETIREMENT

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this Article shall be deemed arbitrable under the grievance and arbitration procedure, except that any provision that defines the contribution rates shall be grievable to CalHR's level.

17.1 State Miscellaneous/Industrial - First Tier A Retirement Formula (2% at age 55), First Tier B Retirement Formula (2% at age 60), and Public Employees' Pension Reform Act (PEPRA) First Tier Retirement Formula (2% at age 62)

A. Miscellaneous/Industrial First Tier members first employed by the State prior to January 15, 2011 are subject to the First Tier A Retirement Formula.

B. Miscellaneous/Industrial First Tier retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 are subject to the First Tier B Retirement Formula. The First Tier B Retirement Formula does not apply to:

- Former state employees who return to state employment on or after January 15, 2011.
- State employees hired prior to January 15, 2011, who were subject to the Alternate Retirement Program (ARP).
- State employees on approved leave of absence prior to January 15, 2011, who return to active employment on or after January 15, 2011.
- Persons who are already members or annuitants of the California Public Employees' Retirement System (CalPERS) as a state employee, prior to January 15, 2011.

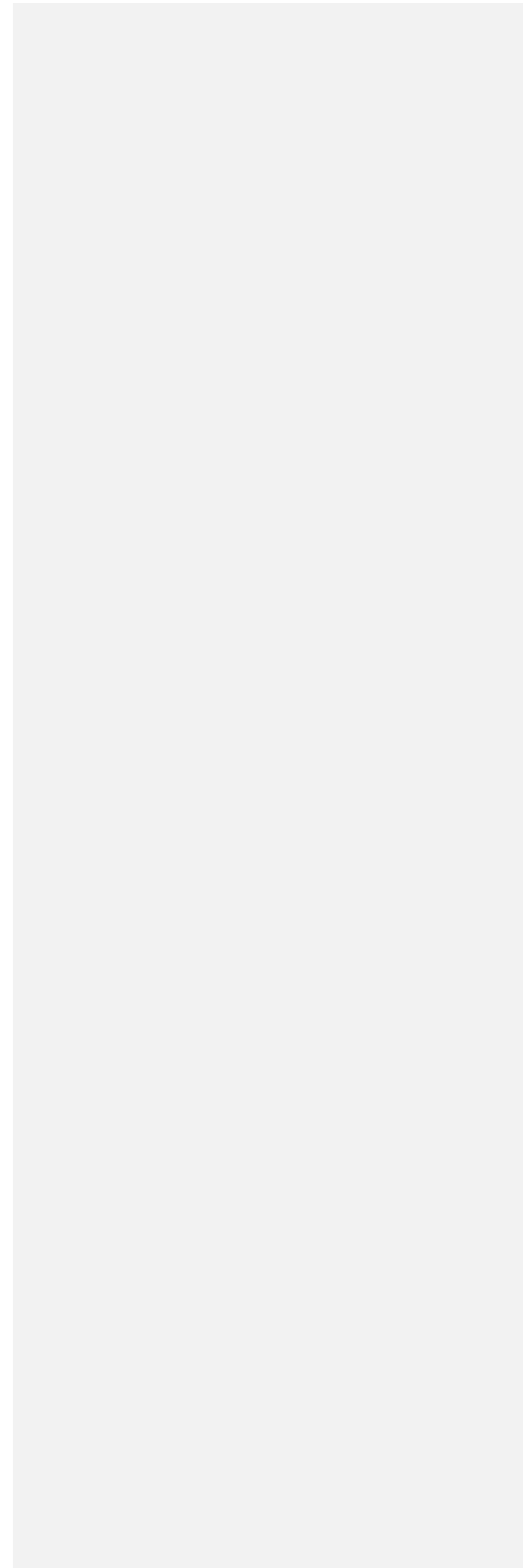
The above four categories are subject to the First Tier A Retirement Formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code section 7522.02(c) shall be subject to the “PEPRA Retirement Formula.” As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

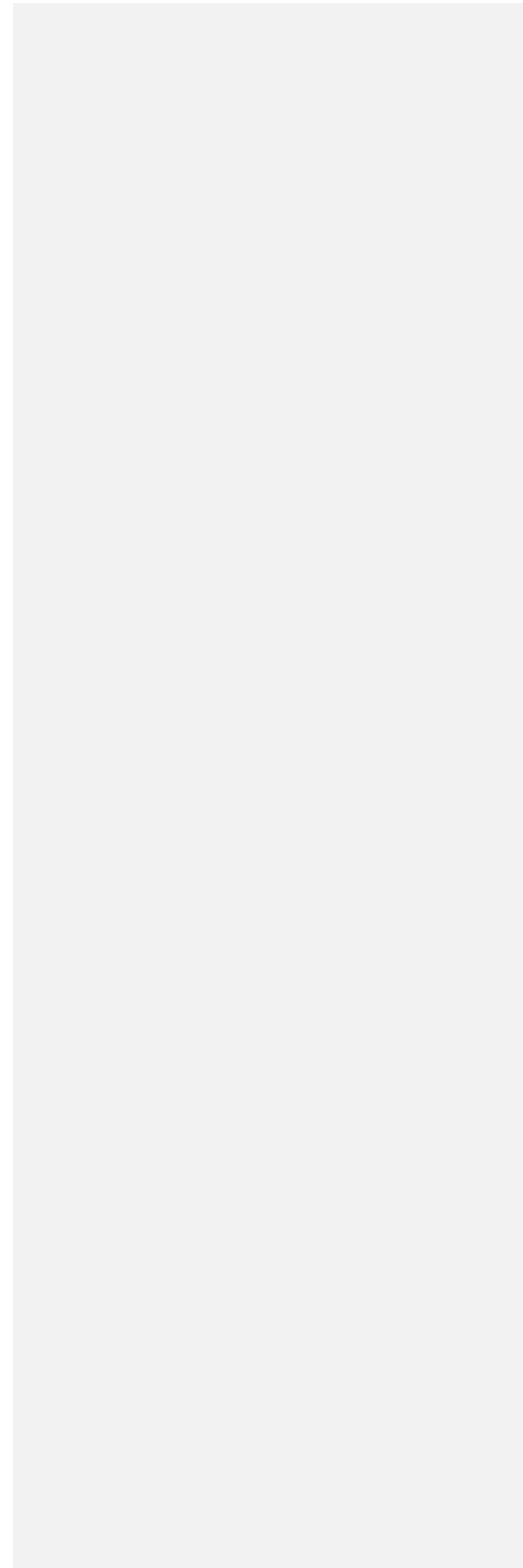
D. The table below lists the First Tier age/benefit factors for First Tier A, First Tier B, and PEPRA retirement formulas.

Age at Retirement	First Tier A Formula (2% at age 55)	First Tier B Formula (2% at age 60)	PEPRA Formula (2% at age 62)
	Employees hired prior to January 15, 2011	Employees first hired on and after January 15, 2011 and prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A

51	1.280	1.156	N/A
52	1.460	1.224	1.000
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500



58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200



65	2.500	2.418	2.300
66	2.500	2.418	2.400
67 and over	2.500	2.418	2.500

E. There are factors for attained quarter ages, such as 52 ³/₄. The retirement quarter age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The quarter factors also apply to past service that is credited under the First Tier A, First Tier B, and the PEPRA First Tier retirement formulas.

F. Employee Retirement Contributions

1. As stated in Government Code section 20677.71, effective November 2, 2010, miscellaneous and industrial members in the First Tier retirement or the ARP subject to social security shall contribute eight percent (8%) 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 nine percent (9%) of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.
2. As stated in Government Code section 20683.2, effective July 1, 2013, First Tier industrial members, including ARP members, shall

pay an additional one percent (1%) retirement contribution. Accordingly, effective July 1, 2013, industrial members who participate in social security shall contribute nine percent (9%) of monthly pensionable compensation in excess of five hundred thirteen dollars (\$513) and Industrial members who do not participate in social security shall contribute ten percent (10%) of monthly pensionable compensation in excess of three hundred seventeen dollars (\$317). This provision shall not apply to First Tier industrial members in Bargaining Unit 21.

3. Effective July 1, 2023, the employee contribution rates described in 17.1(F)(1) and (F)(2) for miscellaneous and industrial retirement members, including ARP members, shall be increased by one half percent (0.50%). Miscellaneous members subject to social security shall contribute eight and one half percent (8.50%) of pensionable compensation in excess of five hundred thirteen dollars (\$513) for retirement. Miscellaneous members not subject to social security shall contribute nine and one half percent (9.50%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement. Industrial members (excluding Bargaining Unit 21) subject to social security shall contribute nine and one half percent (9.50%) of pensionable compensation in excess of five hundred thirteen dollars (\$513) for retirement. Industrial members (excluding Bargaining Unit 21) not subject to social security shall contribute ten and one half percent (10.5%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement. Industrial members in Bargaining Unit 21 subject to social security shall contribute eight and one half percent (8.5%) of pensionable compensation in excess of five hundred thirteen dollars (\$513) for retirement. Industrial members in Bargaining Unit 21 not subject to social security shall contribute nine and one half percent (9.5%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement.

G. Final Compensation

First Tier employees first hired on or after January 15, 2011 and prior to January 1, 2013, will, after completion of participation in the ARP, be subject to the two percent (2%) at age sixty (60) retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

First Tier employees in employment prior to January 15, 2011, will remain subject to the two percent (2%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

First Tier employees in employment prior to January 1, 2007, will remain subject to the two percent (2%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

17.2 Second-Tier Retirement Plan

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

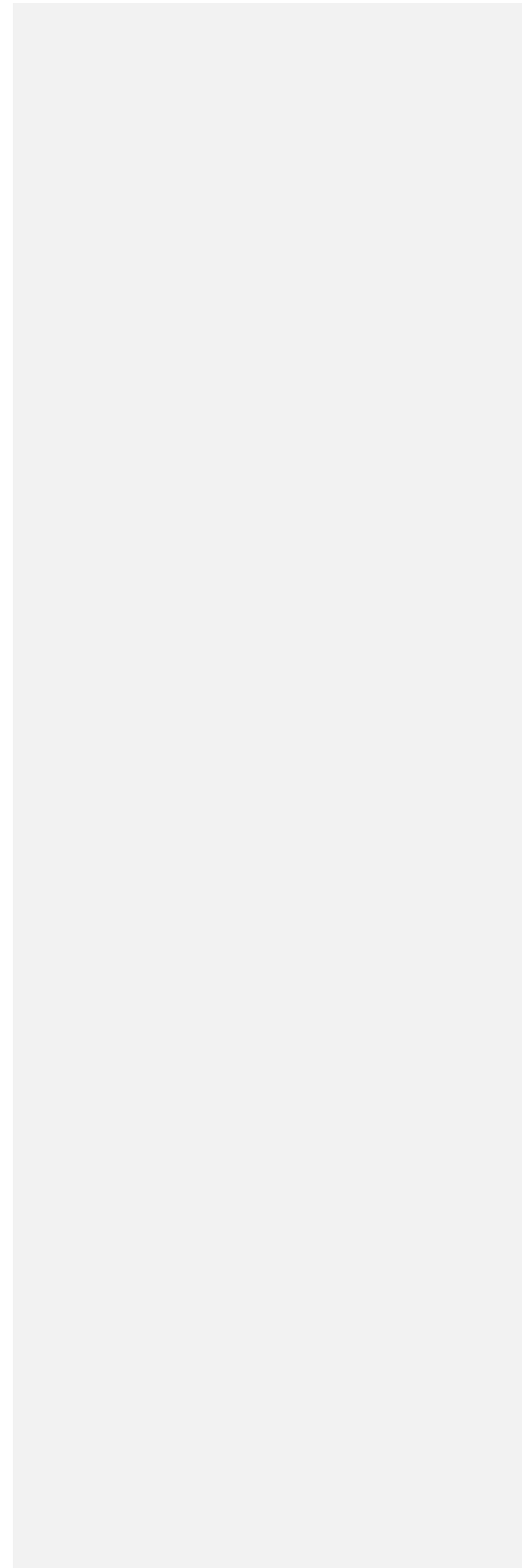
- A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013 are subject to the Pre-PEPRA Second Tier retirement formula.
- B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement

formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65)	PEPRA Formula (1.25% at age 67)
	Employees first hired and subject to CalPERS Membership prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.5000	N/A
51	0.5500	N/A
52	0.6000	0.6500
53	0.6500	0.6900
54	0.7000	0.7300
55	0.7500	0.7700

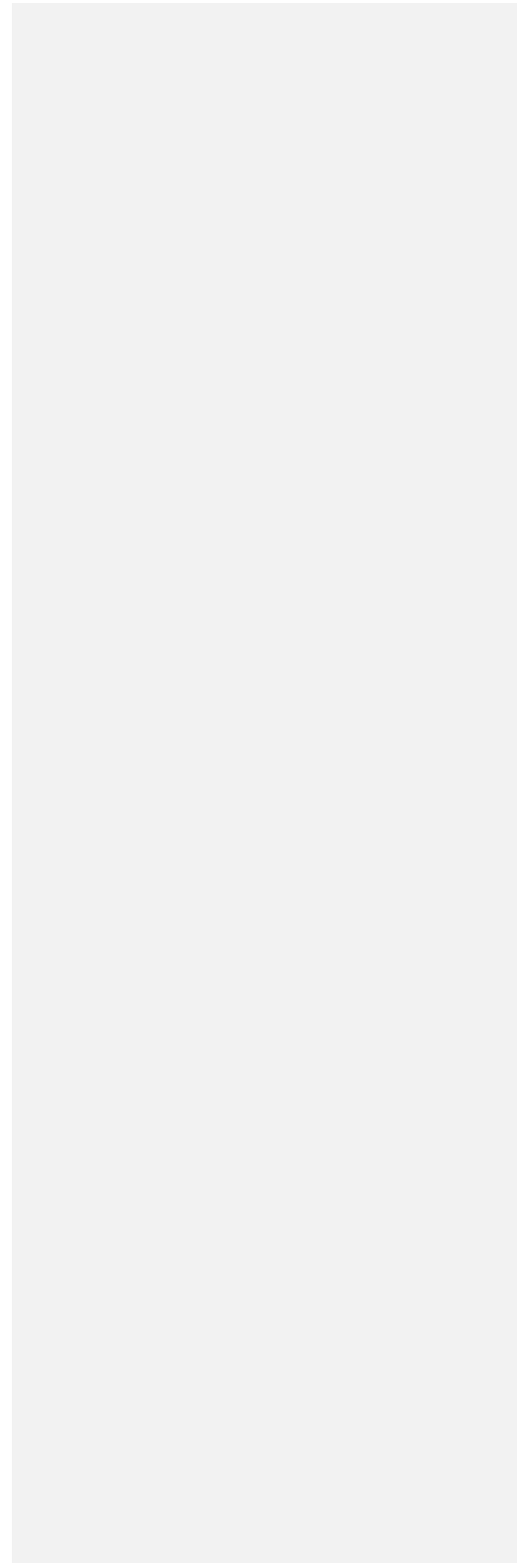
56	0.8000	0.8100
57	0.8500	0.8500
58	0.9000	0.8900
59	0.9500	0.9300
60	1.0000	0.9700
61	1.0500	1.0100
62	1.1000	1.0500
63	1.1500	1.0900
64	1.2000	1.1300
65	1.2500	1.1700
66	1.2500	1.2100
67 and over	1.2500	1.2500



D. As stated in Government Code section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by one and one-half percent (1.5%) points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

17.3 First Tier Eligibility for Employees in Second Tier

- A. New employees who meet the criteria for CalPERS membership have the right to make an election to be covered under a Second Tier Retirement Plan. If the employee does not enroll in a Second Tier Retirement Plan within one hundred eighty (180) days after the date of initial eligibility, the employee shall remain enrolled in the First Tier plan, as provided under CalPERS law.
- B. An employee enrolled in the Second Tier retirement plan may exercise the First Tier right of election. An employee who makes this election is 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 (8 years) to one hundred forty-four (144) months (12 years), and allowing employees to purchase partial amounts of service.

- C. Employees who purchase past service are required to pay the amount of contributions the employees would have paid had the employees been First Tier members during the period of service that the employees are purchasing. As required by CalPERS law, the amount includes interest at six percent (6%), annually compounded.

17.4 State Safety A Retirement (2.5% at age 55), State Safety B Retirement (2% at age 55), and PEPRA Retirement (2% at age 57) Formulas

- A. State Safety members first employed by the State prior to January 15, 2011, are subject to the State Safety A Retirement Formula.
- B. State Safety retirement members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, are subject to the "State Safety B Retirement Formula." The State Safety B Retirement Formula does not apply to:
- Former state employees who return to state employment on or after January 15, 2011.

- State employees hired prior to January 15, 2011, who were subject to the ARP.
- State employees on approved leave of absence prior to January 15, 2011, who return to active employment on or after January 15, 2011.
- Persons who are already members or annuitants of the CalPERS as a state employee prior to January 15, 2011.

The above four categories are subject to the State Safety A Retirement Formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013, and who are not eligible for reciprocity with another California public employer as provided in Government Code section 7522.02(c) shall be subject to the “PEPRA Retirement Formula.” As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the State Safety age/benefit factors for State Safety A, State Safety B, and PEPRA Safety retirement formulas.

Age at Retire	State Safety A Formula (2.5% at age 55)	State Safety B Formula (2% at age 55)	PEPRA State Safety Formula (2%
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ment			at age 57)
	Employees hired prior to January 15, 2011	Employees first hired on and after January 15, 2011, and prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.700	1.426	1.426
51	1.800	1.522	1.508
52	1.900	1.628	1.590
53	2.000	1.742	1.672
54	2.250	1.866	1.754
55	2.500	2.000	1.836
56	2.500	2.000	1.918
57 and over	2.500	2.000	2.000

E. There are factors for attained quarter ages, such as $52 \frac{3}{4}$.

The improved retirement quarter age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved quarter factors also apply to past service that is credited under the State Safety retirement category.

F. Employee Retirement Contribution

1. As stated in Government Code section 20677.91, effective November 2, 2010, State Safety members shall contribute nine percent (9%) of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.
2. As stated in Government Code section 20683.2, effective July 1, 2013, State Safety members shall pay an additional one percent (1%) retirement contribution making the employee's total contribution rate ten percent (10%) of monthly pensionable compensation in excess of three hundred seventeen dollars (\$317).
3. As stated in Government Code section 20683.2, effective July 1, 2014, State Safety members shall pay an additional one percent (1%) retirement contribution making the employee's total contribution rate eleven percent (11%) of monthly pensionable compensation in excess of three hundred seventeen dollars (\$317).

4. Effective July 1, 2023, the employee contribution rates described in 17.4(F)(3) for State Safety A, State Safety B, and PEPR State Safety retirement formulas shall be increased by one half percent (0.5%). State Safety members shall contribute eleven and one half percent (11.5%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement.

G. Final Compensation

State Safety employees first hired on or after January 15, 2011, and prior to January 1, 2013, will, be subject to the two percent (2%) at age fifty-five (55) retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

State Safety employees in employment prior to January 15, 2011, will remain subject to the two and one-half percent (2.5%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during the thirty-six (36) consecutive months of employment.

State Safety employees hired prior to January 1, 2007, will remain subject to the two and one-half percent (2.5%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

17.5 State Safety Retirement

Enrollment in the State Safety Retirement category shall be prospective only and prior service shall remain under the miscellaneous or industrial retirement category.

17.6 Enhanced Industrial Retirement

Eligible employees shall be covered by Government Code section 20047 “Enhanced Industrial Disability Retirement.”

17.7 Public Employees’ Pension Reform Act (PEPRA) of 2013

A. PEPRA Definition of “Pensionable Compensation”

Retirement benefits for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period.

Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United States Code section 430 (b). The 2016 limits are \$117,020 for members subject to social security and \$140,424 for members not subject to social security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program (ARP) – New Employees

Employees first hired on or after July 1, 2013 shall not be

subject to the ARP. Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the forty-seventh (47th) month of employment and ending on the last day of the forty-ninth (49th) month of employment following the employee's initial ARP hired date.

C. Equal sharing of Normal Cost

As stated in Government Code sections 7522.30 and 20683.2, equal sharing between the State employer and State employees of the normal cost of the defined benefit plans shall be the standard for all plans and employees. It shall be the standard that all employees pay at least fifty percent (50%) of the normal cost and the State employer shall not pay any of the required employee contributions. "Normal cost" is determined annually by CalPERS.

17.8 Tax Treatment of 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 Units 1, 3, 4, 11, 14, 15, 17, 20, and 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 for 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 Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 who make contributions to the STRS/CalPERS.
 - b. "Employee Contributions." The term "employee contributions" shall mean those contributions to the STRS/CalPERS 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 Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 by the State of California as defined in the Internal Revenue Code and rules and regulations 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 22000, et seq.) and CalPERS as made applicable to the State of California under the provisions of the California Public Employees' Retirement Law (California Government Code section 20000, et seq.).
- f. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

2. Pick Up to Employee Contributions

- a. Pursuant to the provision of this Agreement, the Employer shall make employee contributions on behalf of employees, and such contribution shall be treated as employer contribution in

determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

- b. Employee contributions made under paragraph A of this Article shall be paid from the same source of funds as used in paying the wages of affected employees.
- c. Employee contributions made by the employer under paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- d. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

3. Wage Adjustment

Notwithstanding any provision in this Agreement to 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.

17.10 1959 Survivor Benefit - Fifth Level

- A. Employees who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the Memorandum of Understanding for this section.
- B. 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 in the cost of the program.

The rate of contribution for the State will be determined by the PERS board.

C. The survivors' 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 - \$1,800.
2. A spouse with one eligible child, or two (2) eligible children not in the care of the spouse - \$1,500.
3. One (1) 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 60 - \$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 section 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 the employee's 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.

17.12.3 Retirement Systems: State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS) (Unit 3)

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.

17.12.21 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 Exclusion of Sustained Superior Accomplishment

The parties agree that payments made under the sustained superior accomplishment award program will not be considered as compensation for purposes of retirement.

17.14 Streamlining the State Safety Retirement Process

- A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code 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 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.

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 PI 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 the employee's work schedule, except when the employee is 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 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 PI 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 PI employee shall not be removed from

scheduled work hours because the employee 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 a one-time vacation bonus of forty-two (42) hours of vacation credit following completion of the employee's initial nine hundred sixty (960) hours of compensated work.
3. 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 the employee's vacation credits; or
 - d. Effect a combination of a, b, or c above.
 - e. A PI employee will be subject to the provisions of section 8.1, Vacation/Annual Leave.
4. 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 one hundred sixty (160) hours of compensated work. Thereafter, a PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section 8.1(C), 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 the employee's 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 section 8.1, Vacation/Annual Leave.

5. 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 the employee's hourly rate of pay for each hour worked unless the provisions of section 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, section 7.1(G).

- c. A PI employee will be eligible for a Personal Holiday (PH) following the completion of the employee's initial nine hundred sixty (960) hours of compensated work. A PI employee will be eligible for a PH each July 1st thereafter and may accrue only one PH per fiscal year. A PI will receive paid time off for a PH on a pro rata basis as provided in the chart above, based upon the number of hours worked in the pay period during which the PH is taken.
6. 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 the employee is on bereavement leave.
7. 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 the employee 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 PI employee's work schedule. This includes any necessary travel time.

8. State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.

9. 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. Health/Dental/Vision Benefits – A PI employee will be eligible for these benefits if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) 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 these benefits within sixty (60) calendar days from the end of

the qualifying control period.

- I. PI employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

- J. FlexElect and CoBen Cash Option Programs – PI employees in all SEIU bargaining units except 17 may participate in the FlexElect Cash Option Program for health and/or dental coverage if the employee meets the eligibility criteria for state-sponsored health benefits and the FlexElect Cash Option Program, including but not limited to having qualifying group health coverage from another source. Bargaining Unit 17 PI employees may participate in the CoBen Cash Option Program for health or health and dental coverage if the employee meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, including but not limited to having qualifying group health coverage from another source. PI Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the CoBen or FlexElect Cash Options. PI employees choosing the FlexElect or CoBen Cash Option Program must also meet all of the following criteria:
 - 1. must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which the employee is enrolling and;

2. must have a PI appointment that is effective from January 1 through June 30 of the Plan Year for which the employee is enrolling and;
 3. must be credited for at least four hundred eighty (480) paid hours during the January through June control period of the Plan Year for which the employee is enrolling and;
 4. must have submitted the enrollment form during the FlexElect or CoBen open enrollment period or as newly eligible. This subdivision is not grievable or arbitrable.
- K. 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 hours worked per week on an ongoing and weekly basis.
- L. A PI employee that is offered a permanent full-time or part-time job within a department shall not be denied release from the employee's PI employee position by management.
- M. 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 Employment Program Representative (EPR)/Disability Insurance Program

Representatives (DIPR) permanent intermittent employees to permanent full-time employees within the EDD shall be as follows:

- A. No more than twenty percent (20%) of the EPR/DIPR in any branch of EDD shall be PI.
- B. The 20% ratio applicable to the Unemployment Insurance Branch shall be placed into abeyance through June 30, 2025.

EDD will send an annual Unemployment Insurance Branch (UIB) EPR position report including time base, tenure, and the conversion plan. The Union and the State shall meet annually to discuss the contents of this report. Time base conversions will be based on UIB EPR seniority and eligibility in accordance with section 20.1.1 (B). Additional meetings regarding this report shall be convened at the request of either party. 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.

18.3.4 Seasonal Clerk (Unit 4)

- A. The Seasonal Clerk, classification code 1120, is a non-testing, Temporary Authorization Utilization (TAU) appointment. In accordance with Government Code sections 19063 through 19063.8, priority consideration shall be given to individuals receiving public assistance under the CalWORKS program.
- B. Employees appointed to the classification of Seasonal Clerk work periodically or for a fluctuating portion of time as an hourly employee. Effective January 1, 2024, a Seasonal Clerk employee may work up to a maximum of one thousand five hundred (1,500) hours within twelve (12) consecutive months. The number of hours and schedule of work shall be determined based upon the operational needs of each department.
- C. Each department shall endeavor to provide a Seasonal Clerk employee notice of seven (7) calendar days but in no case less than seventy-two (72) hours' notice of the employee's work schedule, except when the employee is

called in to fill in for unscheduled absences or for unanticipated operational needs.

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

E. Seasonal Clerk work schedules will be provided to the individual and posted on a monthly basis.

F. A department will provide the initial work schedule to Seasonal Clerks as specified in 18.3(C) above. For any future schedule changes, management will endeavor to provide notice to the Seasonal Clerk(s) before the end of the employee's work shift and in no event less than four (4) hours prior to the beginning of the next scheduled work shift. If management fails to provide a Seasonal Clerk notice that there is a lack of work for the next scheduled work shift, management will either provide four (4) hours of work or four (4) hours of compensation at management's discretion.

G. The following articles/sections of the Memorandum of Understanding (MOU) as the articles/sections apply to Unit 4, unless stipulated otherwise, shall also apply to Seasonal Clerks.

PREAMBLE

Article 1 – RECOGNITION

- 1.1 Recognition
- 1.2.4 Designation of Confidential Positions (Unit 4)

Article 2 – UNION REPRESENTATION RIGHTS

- 2.1 Union Representation
- 2.2 Access
- 2.3 Use of State Equipment
- 2.4 Distribution of Union Information
- 2.5 Use of State Facilities
- 2.6 Steward Time Off
- 2.7 Employee Time Off
- 2.8 Union Steward Protection
- 2.9 Union Information Packets
- 2.10 Orientation

Article 3 – UNION SECURITY

3.1	Union Security
3.2	Release of Home Addresses: Non-Law Enforcement Employees
Article 4 – STATE’S RIGHTS	
4.1	State’s Rights
Article 5 – GENERAL PROVISIONS	
5.1	No Strike
5.2	No Lockout
5.3	Individual Agreements Prohibited
5.4	Savings Clause
5.5	Reprisals
5.6	Supersession
5.7	Non-Discrimination
5.8	Sexual Harassment
5.10	Labor Management Committee
5.11	Dignity Clause
Article 6 – GRIEVANCE AND ARBITRATION PROCEDURES	
6.1	Purpose
6.2	Definitions
6.3	Time Limits
6.4	Waiver of Steps
6.5	Presentation
6.6	Informal Discussion
6.7	Formal Grievance – Step 1
6.8	Formal Grievance – Step 2
6.9	Formal Grievance – Step 3
6.10	Response
6.11	Formal Grievance – Step 4
6.12	Grievance Review
6.13	AWOL Hearing Back Pay
6.14	Mini-Arbitration Procedure
Article 7 – HOLIDAYS (As specified in section H of Article 18.3.4)	
Article 8 – LEAVES	
8.1	Vacation/Annual Leave
8.2	Sick Leave
8.3	Bereavement Leave
8.6	Union Leave

- 8.10 Release Time for State Civil Service Examinations
- 8.11 Release Time for State Personnel Board Hearings
- 8.12 Leave Credits Upon Transfer in State Service
- 8.13 Court Appearance and/or Subpoenas
- 8.14 Jury Duty
- 8.16 Family Medical Leave Act (FMLA)
- 8.18 Work and Family Participation
- 8.20 Blood Donation Programs
- 8.33 Time Off for Victims of Domestic Violence (Notice of Rights Under Labor Code 230.1) (As specified in section H (1), (2), (4), and (5), of Article 18.3)
- Article 9 – HEALTH AND WELFARE
 - 9.5 Employee Assistance Program (EAP)
 - 9.9 Presumptive Illness
 - 9.10 Employee Injury on the Job
 - 9.13 Long-Term Care Insurance Plan
 - 9.14 Temporarily Disabled Employees
 - 9.15 Industrial Disability Leave (IDL)
 - 9.16 Group Legal Service Plan
- Article 10 – HEALTH AND SAFETY
 - 10.1 Health and Safety Commitment
 - 10.2 Health and Safety Committees
 - 10.3 Occupational Hazards
 - 10.4 Injury and Illness Prevention Programs (IIPP)
 - 10.6 Emergency Evacuation Procedures
 - 10.7 Protective Clothing
 - 10.9 Safety Equipment
 - 10.10 Medical Monitoring
 - 10.11 Hazardous Materials
 - 10.12 Employee Restroom Facilities
 - 10.19 Assaultive Behavior
 - 10.21 Workplace Violence and Bullying Prevention Program
 - 10.22 Computer Work Stations
 - 10.23 Independent Medical Examinations

- 10.27 Remodeling/Renovations and Repairs
- 10.28 Pest Control
- 10.29 Smoking Cessation
- 10.30 Health and Safety Grievances
- Article 11 – SALARIES
 - 11.1 Salaries
 - 11.3 Salary Definitions
 - 11.4 Timely Payment of Wages
 - 11.7 Merit Salary Adjustments (MSA)
 - 11.8 Night Shift Differential (Excludes Units 14, 15, 17 and 21)
 - 11.9 Bilingual Differential Pay (Excludes Units 17 and 21)
 - 11.10 Sustained Superior Accomplishment Awards
 - 11.11 Union-Management Committee on State Payroll System
 - 11.12 Deferred Compensation Plans and Tax Advantage Retirement Savings
 - 11.13 Tax Deferral of Lump Sum Leave Cash Out Upon Separation
 - 11.17 Recruitment and Retention Differentials (Excludes Unit 17)
- Article 12 – ALLOWANCES AND REIMBURSEMENTS
 - 12.1 Business and Travel Expenses
 - 12.2 Moving and Relocation Expenses
 - 12.3 Parking Rates
 - 12.4 Commute Program
 - 12.5 Transportation Incentives
 - 12.9.4 Overtime Meal Allowance (Unit 4)
 - 12.10 Damaged or Destroyed Personal Property (Excludes Unit 17)
 - 12.11 Uniform Replacement Allowance (Excludes Units 15 and 20)
 - 12.13 Tools, Business Equipment, Materials and Supplies (Excludes Units 17 and 21)
- Article 13 – CAREER DEVELOPMENT
 - 13.1 Performance and Evaluation Materials
 - 13.2 Personal Performance Session (Excludes Unit 17)

- 13.3 Joint Apprenticeship Committee
(Excludes Units 17 and 21)
- 13.7.4 Performance Standards (Unit 4)
- 13.35.4 Employee Recognition and Morale
Program – FTB and BOE, CDTFA and OTA (Unit
4)
- Article 14 – CLASSIFICATION
- 14.1 Classification Changes
- 14.2 Out-of-Classification Grievances and Position
Allocation Hearing Process
- 14.3 Classification/Pay Data
- 14.4 Duty Statements, Post Orders, and
Work Instructions (Excludes Units 17
and 21)
- 14.5 Automation and New Technology
- 14.6 Job Announcements
- 14.8 Contracting Out
- Article 17 – RETIREMENT
- 17.1 First Tier Retirement Formula (2% @ 55)
- 17.2 Second Tier Retirement Plan
- 17.3 Intentionally Excluded
- 17.4 State Safety A Retirement
- 17.5 Intentionally Excluded
- 17.6 Enhanced Industrial Retirement
- 17.7 Public Employees’ Pension Reform Act
(PEPRA) of 2013
- 17.8 Tax Treatment of Employer Retirement
Contributions
- 17.10 1959 Survivor’s Benefits – Fifth Level
- Article 19 – HOURS OF WORK AND OVERTIME
- 19.2 Overtime (Excludes Units 17 and 21)
- 19.3 Rest Periods
- 19.4 Meal Periods (Excludes Units 17 and
21)
- 19.5 Set Up/Shut Down Time
- 19.11 Call Back Time
- 19.12 Standby Time
- Article 24 – ENTIRE AGREEMENT AND DURATION
- 24.1 Entire Agreement
- 24.2 Duration

SIDE LETTERS

Side Letter 2 Domestic Partner

H. Unless otherwise stipulated above, a Seasonal Clerk employee will become eligible for leave credits in the following manner:

1. Sick Leave - A Seasonal Clerk 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 Seasonal Clerk 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 Seasonal Clerk employee shall not be removed from scheduled work hours because the employee is on sick leave.
- c. The administration of sick leave for Seasonal Clerk employees shall be in accordance with Article 8, section 8.2, Sick Leave.

2. Vacation/Annual Leave - A Seasonal Clerk employee will be eligible for vacation/annual leave credit with pay on the first day of the following qualifying monthly pay period following completion of one hundred sixty (160) hours of compensated work. Thereafter, a Seasonal Clerk employee will be eligible for vacation/annual leave 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 Seasonal Clerk employee in a lump-sum payment for accumulated vacation/annual leave credits; or
- b. By mutual agreement, schedule the Seasonal Clerk employee for vacation/annual leave; or
- c. Allow the Seasonal Clerk employee to retain the employee's vacation/annual leave credits; or
- d. Effect a combination of a, b, or c above.
- e. A Seasonal Clerk employee will be subject to the provisions of section 8.1, Vacation/Annual Leave.

3. Holidays –

- a. A Seasonal Clerk 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 Seasonal Clerk employee works on the holiday, the employee shall also receive the employee's hourly rate of pay for each hour worked unless the provisions of section 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 Seasonal Clerk 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 section 7.1(G).

4. Bereavement Leave – A Seasonal Clerk employee may only be granted bereavement leave in accordance with Article 8, section 8.3 without pay, 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 Seasonal Clerk employee shall not be removed from scheduled work hours because the employee is on bereavement leave. A Seasonal Clerk may elect to use available leave balances to receive compensation for leave time.

5. Jury Duty – A Seasonal Clerk 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 Seasonal Clerk employee shall not be removed from scheduled work hours because the employee is on jury duty. When night jury duty is required of a Seasonal Clerk employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the Seasonal Clerk employee's work schedule. This includes any necessary travel time.

6. State Disability Insurance (SDI) – Seasonal Clerk employees shall not be covered under the SDI benefit.

I. Monthly paid Seasonal Clerk employees shall be paid by the 15th of each month.

J. A Seasonal Clerk employee that is offered a permanent full-time or part-time job within a department shall not be denied release from the employee's Seasonal Clerk employee position by management.

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

L. Seasonal Clerk Shift Differential

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

a. Employees shall qualify for the first night shift pay differential of forty-five cents (\$.45) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.

b. Employees shall qualify for the second night shift pay differential of fifty-five cents (\$.55) per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.

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

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.1 Hours of Work (Excludes Units 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 the employee's 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 employees receive from the State is based on the premise that the employees are expected to work as many hours as is necessary to provide the public services for which the employees were hired. Consistent with the professional status of these employees, the employees are accountable for the employees work product, and for meeting the objectives of the agency for which the employees 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 the employee's assignments or fulfill the employee's 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 the employee's 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 workload or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA - exempt/excluded employees may alter the employee's work hours. Employees are responsible for keeping management apprised of the employee's 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 the employee's 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 employees receive from the State is based on the premise that the employees are expected to work as many hours as is necessary to provide the public services for which the employees were hired. Consistent with the professional status of these employees, the employees are accountable for the employees 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 the employee's assignments or fulfill the employee's 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 the employee's 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 non-student contact time when it is feasible. Requests for partial day absences for medical appointments during student contact time shall be considered by management on a case-by-case basis. Upon employee request, management shall provide the employee with a detailed written explanation within two (2) business days of the denial.
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 the employee's work hours. Employees are responsible for keeping management apprised of the employee's 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 work week of full-time Unit 17 employees shall be forty (40) hours and eight (8) hours per day. Work weeks and work days 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 (1½) 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 (¼) hour at any one time. Overtime will be credited on a one-quarter (¼) 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 provision of the MOU, for the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensated time off, or any other leave shall not be

considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime.

- D. 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.
- E. No employee in a classification assigned to WWG E shall have the employee's salary reduced (docked) for absences of less than an entire day.

19.2 Overtime (Excludes Units 17 and 21)

- A. Overtime is earned at the rate of one and one-half (1½) 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. For the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, or compensating time off, or any other leave not listed below shall not be considered as time

worked by the employee for the purpose of computing cash or compensating time off for overtime. Time spent on jury leave, military leave or subpoenaed witness leave under the provisions in paragraph E below, shall be included for the purpose of computing cash or compensating time off for overtime.

- C. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. 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.
- D. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.
- E. Before an employee is required to work mandatory overtime, management will make every effort to schedule

appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. In addition, management will make every effort to schedule overtime first for those employees who have not taken leave during the week and such employees may be mandated overtime only as a last resort.

As a last resort, and in order to meet required staffing needs, if an employee in Bargaining Units 4, 11, 14, 15 or 20 is mandated to work overtime in the same week in which the employee used approved leave then that approved leave will be considered hours worked for purposes of calculating overtime. Sick leave is excluded from this provision.

- F. 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. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.
- G. CTO for employees shall be earned on a one and one-half (1½) time basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.

- H. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.
- I. 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.
- J. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, 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 the employee's 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 the employee's 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 J(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. For the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensating time off, or any other leave not listed below shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime. Time spent on jury leave, military leave, subpoenaed witness leave, or under the provisions listed in paragraph J below shall be included for the purpose of computing cash or compensating time off for overtime.

- 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 (1½) 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 the employee's shift, in order to request approval for overtime to complete mandated duties, failure of the supervisor to respond to the request or contact 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 (¼) 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 DSH 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.

- J. Effective the pay period following ratification before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. As a last resort, to meet required staffing needs, when an employee is mandated to work overtime during a week with approved leave, other than sick leave, the employee will earn premium one and one half (1½) overtime compensation for hours worked over forty (40) combined leave use, other than sick leave, and hours worked in that week.

19.3 Rest Periods (Excludes Units 14, 15, 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 the employee's 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 the employee's 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 the employee's supervisors before

leaving the employee's work area and inform them of the employee's 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 rest periods be used to "make-up" time.

19.3.11 INTENTIONALLY EXCLUDED

19.3.14 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.

19.3.15 Rest Periods (Unit 15)

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of the employee's 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 the employee's 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 the employee's supervisors before leaving the employee's work area and inform them of the employee's 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 rest periods 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 the employee's 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 (1) 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 rest periods be used for overtime purposes.
- C. With the approval of the employee's 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.

19.3.20 Rest Periods (Unit 20)

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of

the employee's 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 the employee's 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 the employee's supervisors before leaving the employee's work area and inform them of the employee's 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 rest periods be used to "make-up" time.

19.4 Meal Periods (Excludes Units 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 the employee's work station during meal periods. When employees are required to work through the employee's 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

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

19.6.11 Seasonal Employee Work Schedules (Unit 11)

Management will endeavor to provide notice of future work schedule changes to seasonal employees before the end of the employee's work shift and in no event less than four (4) hours prior to the beginning of the next scheduled work shift. If management fails to provide a seasonal employee notice that there is a lack of work for the next scheduled work shift, management will either provide four (4) hours of work or four (4) hours of compensation at management's discretion.

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 the employee's shift to the notice of cancellation.

19.7.17 Report Preparation Time (Unit 17)

In twenty-four (24) hour institutions there are numerous reports required by the hospital, and/or licensing, and/or Joint Commission for Accreditation, and/or court governing agencies. 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, the employee's day shall take into consideration the time necessary to complete these reports.

19.8 Flexible Work Hours (Excludes Units 17 and 21)

- A. Every department shall have a flexible work hours program which shall include flexible work hours, an alternate workweek schedule, and/or reduced workweek schedule.
- B. 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.

C. Any denial of requests made under subsection B 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.

D. 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 and Alternate Work Schedules (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 workweek 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.
- 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.
- G. Upon request of the Union, departments will provide a copy of the employee's formal written flexible work hours and alternate work schedule policies.
- H. When a department intends to either establish and/or make major modifications in the department's existing flexible work hours and/or alternate work schedule policy,

the department shall notice in accordance with section 24.1.

19.9.1 Exchange of Time Off - Multi-Shift Operations (Unit 1)

- 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 the employee's 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 the employee would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee 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, the employee 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 thirty (30) 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 the grievance and arbitration Article of this Contract.

19.9.4 Exchange of Time Off - Multi-Shift Operations (Unit 4)

- 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 the employee's 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 the employee would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee 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, the employee 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 pay period.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. No exchange shall result in an employee working double shifts.
- 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 the grievance and arbitration procedure of this Contract.

19.9.11 Exchange of Time Off - Multi-Shift Operations (Unit 11)

- 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 the employee's 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 the employee would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee 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, the employee 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 thirty (30) 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 the grievance and arbitration procedure of this Contract.

19.9.14 Exchange of Time Off – Multi-Shift Operations (Unit 14)

- 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 the employee's 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 the employee would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee 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, the employee 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. Probationary employees are excluded from participating in exchanges of time off.
- E. The following special rules apply:
 - 1. All exchanges must occur within the employee's pay period and
 - 2. Double shifts will be permitted, consistent with departmental practices.
- F. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- G. 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 the employee's 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 the employee would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to

report for duty for the exchange, the employee 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, the employee 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 grievable up to Step 3, as outlined in Article 6 of this Contract, and is not subject to arbitration.

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 the employee's 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 the employee would not have otherwise received.

- B. Employees who fail to adhere to the agreed upon conditions of the exchange shall be denied subsequent requests to exchange days off.

19.9.20 Exchange of Time Off – Multi-Shift Operations (Unit 20)

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 the employee's 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 the employee would not have otherwise received.

B. Each employee shall be responsible for the coverage of the work assignment the employee accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, the employee 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, the employee 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 except for limited-term which must be completed during the same pay period.

E. Probationary employees are excluded from participating in exchanges of time off unless they have completed 6 months of limited-

term status with that Department/Facility. Limited-term employees are excluded from participating in exchanges of time off for the first six months of employment.

F. Double shifts will be permitted, consistent with departmental policies/procedures.

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 the grievance and arbitration Article of this Contract.

19.10 Work In Multiple Time Zones

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

19.11 Call Back Time

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.

B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an

earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.
- E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee's home, approved by the department head or designee.

19.12 Standby Time

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and

able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of 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.

19.13.1 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 Week Group 2 (WWG 2) Employees (Unit 14)

- A. Overtime will be distributed in class by seniority. 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 shall request volunteers in class by seniority on that given shift prior to assigning overtime. If no volunteers come forward overtime will be assigned to the least senior employee(s) in that classification on that shift. Seniority for the purposes 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 (Excluding CDCR-Adult Programs and CCHCS) (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. Departments shall establish a voluntary overtime seniority process. The voluntary overtime seniority process shall be utilized before resorting to the mandatory overtime seniority system. Whenever possible, the department shall provide employees with prior notice of 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) shall be considered.
- C. The department shall refrain from assigning employees mandatory overtime on the employee's regular day off (RDO) or any pre-approved time off unless all other efforts have been made to fill the overtime assignment. For the purposes of this section, an employee's RDO begins immediately after the completion of the employee's regularly scheduled work shift before the RDO (employee's Friday) and ends at the beginning of the employee's next regular scheduled work shift (employee's Monday).
- D. No Unit 15 employee shall be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a Unit 15 employee be required to work more than two (2) double overtime assignments within the employee's scheduled workweek, unless mutually agreed to. A double is defined as thirteen (13) or more continuous hours of work. A scheduled lunch break does not break up the continuity of the double. A Unit 15 employee shall not normally be assigned involuntary overtime on the third workday after working two (2) double shifts back-to-back.
- 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 shall 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.

19.13.20 Overtime Mandatory Scheduling – Excluding CDCR LVNs and CNAs (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. A current mandatory overtime list shall either be emailed, posted on a bulletin board and/or placed in a location accessible by all Unit 20 staff. The list shall include all staff and date of last mandate. The list shall be updated daily.
- C. There shall be no mandatory overtime on an employee's Regular Day Off (RDO) or pre-approved day off (an employee's RDO begins immediately after completion of the employee's normal shift before the employee's RDO Regular Day Off (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.
- D. Except in cases of emergency, or planned program activity, employees shall not be required to:
 - 1. Work more than three (3) mandatory overtime shifts per month and implement reductions in accordance with section 19.38 and the Joint Labor Management Task Force; 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 shifts per work week.

- E. It is not the intent to mandate employees to work overtime in classifications other than the employee's own. Consistent with the expressed intent, an 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 employees from volunteering to work overtime in classifications other than the employee's own.
- F. 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 level-of-care employees for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.
- G. 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 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 employee's preference.
- H. Employees shall not be made to work mandatory overtime on the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.
- I. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation, in accordance with section C 1 above.
- J. The department will endeavor to provide employees notice of at least ninety (90) minutes in advance notice of possible or actual mandatory overtime assignments.
- K. 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, employees will not be considered for mandatory overtime.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and had to be released from duty to go home.

19.14.15 Overtime Distribution for Employees (CDCR - Adult Programs, CCHCS) (Unit 15)

- A. In order to reduce the amount of mandatory overtime for food service employees, 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 shall reduce the amount of mandatory overtime by distributing overtime among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department shall provide employees with prior notice of 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 the employee's ability to work the overtime assignment(s) shall be considered.
- C. The department shall refrain from assigning employees mandatory overtime on the employee's regular day off (RDO) or pre-approved time off unless all other efforts have been made to fill the overtime assignment. For the purposes of this section, an employee's RDO begins immediately after the completion of the employee's regularly scheduled work shift before the RDO (employee's Friday) and ends at the beginning of the employee's next regularly scheduled work shift (employee's Monday).
- D. No food service employee shall 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 the employee's scheduled workweek, unless mutually agreed to. A double is defined as thirteen (13) or more continuous hours of work. A scheduled lunch break does not break up the continuity of the double. Institutions that have overlapping shifts of 30 minutes (or less) are not exempt from this prohibition and shall not circumvent this protection by deducting the 30 minutes (or less) overlap from the total hours.

- E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or inmate 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 shall 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 distribution of overtime for Correctional Supervising Cooks 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 F. of this Article). Seniority is defined in Section F. of this Article. Management shall utilize the voluntary system before resorting to the involuntary system. In accordance with Section A. of this Article, 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 A. of this Article, institutions shall afford overtime as outlined below in Sections I and J of this Article.
- I. **VOLUNTARY SYSTEM**
Management will offer one (1) voluntary overtime opportunity to the most senior employee first, then continue to offer one

(1) overtime opportunity in seniority order until all available shifts are covered or there are no employees who elect to take remaining shift(s). Overtime opportunities shall be posted as soon as possible after it becomes known that overtime is available. This shall be accomplished via an overtime signup sheet. Management shall offer voluntary overtime shifts from a single signup sheet to ensure all eligible employees are offered the opportunity to accept or decline a voluntary overtime shift. The voluntary overtime distribution system should include a log, or other verifying methods, that notes overtime was offered in order of seniority using the single signup sheet. The log/verifying 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). A copy of the log shall be made available at the request of an employee. When it is alleged that a violation of this section has occurred, the Union may file a grievance directly to Step 2 of the grievance procedure outlined in Article 6 of this Contract.

J. INVOLUNTARY SYSTEM

When assigning involuntary or mandatory overtime, Management shall 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 C. of this Article, nor shall the employee be assigned involuntary overtime on the third workday after working two (2) double shifts back-to-back. This provision does not apply to swaps. The assignment of involuntary overtime shall be documented to track the employees that have been assigned overtime shifts. Institutions shall endeavor to provide advance notice to employees when the use of the involuntary overtime system is required.

**19.14.17 Overtime Mandatory Scheduling – California
Department of Corrections and Rehabilitation and
California Correctional Health Care Services (Unit 17)**

The CDCR/CCHCS 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 the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), 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.

A. BU 17 employees (by classification) shall be

assigned mandatory 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-time and part-time BU 17 employees (by classification). Staff shall only be assigned a mandatory slot once, until the entire list has been depleted. A current list shall either be emailed or placed in a shared drive folder accessible by all staff. The list shall be updated daily. This process shall be fully implemented no later than six (6) months after ratification.

The list shall include all eligible staff and date of last mandate within twelve (12) months after ratification.

At the California Health Care Facility (CHCF), this process shall be fully implemented no later than twelve (12) months after ratification.

These timelines would not prohibit the department from implementing these processes earlier than prescribed above, if they are able.

For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation.

- C. The State shall refrain from assigning mandatory overtime on a BU 17 employee's RDO. For the purpose of this section, an employee's RDO begins immediately after completion of the employee's normal shift before the RDO, including any preapproved time off.
- D. It is not the State's intent to mandate BU 17 employees to work mandatory overtime in classifications other than the employee's 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 the employee's own when it is appropriate.)

E. Management shall make every attempt not to schedule BU 17 employees:

1. More than two (2) mandatory overtime shifts per month and implement reductions in accordance with section 19.38 and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or
4. More than two (2) consecutive calendar days; or
5. On the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employer shall have the option to allow the employee to:

1. 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. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. 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 mandatory rotation in seniority order.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and had to be released from duty to go home.

**19.14.20 Overtime Mandatory Scheduling – California
Department of Corrections and Rehabilitation and
California Correctional Health Care Services LVNs (Unit 20)**

The CDCR/CCHCS 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 the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, on duty full and part-time BU 20 LVNs. After these

avenues have been exhausted, a BU 20 LVN may be mandated to work overtime.

- A. BU 20 LVNs shall be assigned mandatory 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-time and parttime BU 20 LVNs. Staff shall only be assigned a mandatory slot once, until the entire list has been depleted. A current list shall either be emailed or placed in a shared drive folder accessible by all staff. The list shall updated daily. This process shall be fully implemented no later than six (6) months after ratification.

The list shall include all eligible staff and date of last mandate within twelve (12) months after ratification.

At the California Health Care Facility (CHCF), this process shall be fully implemented no later than twelve (12) months after ratification.

These timelines would not prohibit the department from implementing these processes earlier than prescribed above, if they are able.

For the purpose for mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation.

C. There shall be no mandatory overtime on a BU 20 LVN's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO/Preapproved day off begins immediately after completion of the employee's normal shift before the RDO/ Preapproved 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, Chief Executive Officer 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.

D. Management shall make every attempt not to schedule BU 20 LVNs:

1. Work more than three (3) mandatory overtime shifts per month and implement reductions in accordance

with section 19.38 and the Joint Labor Management Task Force; or

2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or
4. More than two consecutive calendar days.
5. On the same holidays in two (2) consecutive years.
Holidays are defined as those listed in section 7.1.

E. It is not the intent to mandate employees to work overtime in classifications other than the employee's own. Consistent with the expressed intent, an 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 employees from volunteering to work overtime in classifications other than the employee's own.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:

1. 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. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. 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 20 LVNs will not be considered for mandatory overtime. Upon return to work, the BU 20 LVN will return to the mandatory rotation in seniority order.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and has been approved to be released from duty to go home.

19.15.17 Overtime Mandatory 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. A current mandatory overtime list shall either be emailed or posted on a bulletin board and/or placed in a location

accessible by all Unit 17 staff. The list shall include all staff and date of last mandate. The list shall be updated daily.

- C. There shall be no mandatory overtime on an employee's RDO (an employee's RDO begins at the end of the employee's last scheduled shift in the workweek) 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.
- D. Except in cases of emergency or planned program activity employees shall not be required to work:
1. More than two (2) mandatory overtime shifts per month and implement reductions in accordance with section 19.38 and the Joint Labor Management Task Force; or
 2. In excess of sixteen (16) hours continuously in a forty-eight (48) hour period; or
 3. In excess of two (2) mandatory overtime shifts in an employee's scheduled work week; or
 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.
- E. It is not the intent to mandate employees to work overtime in classifications other than the employee's own. Consistent with the expressed intent, an 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 employees from volunteering to work overtime in classifications other than the employee's own.

F. 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.

G. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, 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.

H. Employees shall not be made to work mandatory overtime on the same holidays in two (2) consecutive years. Holidays are defined as those listed in section 7.1.

I. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation in accordance with section C 1 above.

J. The department will endeavor to provide employees notice of at least ninety (90) minutes in advance notice of possible or actual mandatory overtime assignments.

K. 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, employees will not be considered for mandatory overtime.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and had to be released from duty to go home.

19.15.20 Overtime Mandatory Scheduling – California

**Department of Corrections and Rehabilitation and
California Correctional Health Care Services CNAs (Unit 20)**

The CDCR/CCHCS 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 the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, and on duty full and part-time BU 20 CNAs. After these avenues have been exhausted, a BU 20 CNA may be mandated to work overtime.

- A. BU 20 CNAs shall be assigned mandatory 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-time and part-time BU 20 CNAs. Staff shall only be assigned a mandatory slot once, until the entire list has been depleted. A current list shall either be emailed or placed in a shared drive folder accessible by all staff. The list shall updated daily. This process shall be fully implemented no later than six (6) months after ratification.

The list shall include all eligible staff and date of last mandate within twelve (12) months after ratification.

At the California Health Care Facility (CHCF), this process shall be fully implemented no later than twelve (12) months after ratification.

These timelines would not prohibit the department from implementing these processes earlier than prescribed above, if they are able.

1. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met the employee's overtime obligation.

C. There shall be no mandatory overtime on a BU 20 CNA's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO/ preapproved day off begins immediately after completion of the employee's normal shift before the RDO/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, Chief Executive Officer 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.

D. Management shall make every attempt not to schedule BU 20 CNAs:

1. Work more than three (3) mandatory overtime shifts per month and implement reductions in accordance with section 19.38 and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or
4. More than two (2) consecutive calendar days; or
5. On the same holidays in two (2) consecutive years.
Holidays are defined as those listed in section 7.1.

E. It is not the intent to mandate employees to work overtime in classifications other than the employee's own. Consistent with the expressed intent, an 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 employees from volunteering to work overtime in classifications other than the employee's own.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:

1. 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. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, on a full work day absence due to sick leave*, Union leave, State release time, or any other authorized absence from the facility, BU 20 CNAs will not be considered for mandatory overtime. Upon return to work, the BU 20 CNA will return to the mandatory rotation in seniority order.

*This includes instances where an employee was unable to complete the employee's regular shift due to illness and has been approved to be released from duty to go home.

19.16.14 Shift Changes (Unit 14)

- A. The State shall endeavor to provide employees with thirty (30) calendar days advance notice, but not less than fifteen (15) 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 skills and knowledge. Total in-class seniority may be used to break ties between equally qualified individuals.
- D. Shift changes required by emergency situations shall last no longer than the emergency that occasioned the change.

19.16.17 Change in Shift Assignment (Unit 17)

A. The State will attempt to provide Unit 17 employees with thirty (30) calendar days, but no less than fifteen (15) calendar days advance written notice of permanent shift changes including the reporting date of the change, shift start/stop times and regular days off (RDOs) when the change is made at other than the employee's request. Upon written request by the employee, the department or its designee will provide the employee with a reason for the shift change in writing.

- 1. If an employee receives fifteen (15) calendar day notice, the employee may request to meet with

management to discuss an extension for an additional fifteen (15) calendar days and requests shall not be unreasonably denied. This request shall not exceed a total of thirty (30) calendar days.

- 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.
- D. It is the intent of the State not to arbitrarily make temporary shift changes for punitive reasons or to avoid the payment of overtime.

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 the employee's obligations.
- B. When a department has approved an educational program for an employee and subsequently requires the employee to change the employee's 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 the employee's 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.
- C. It is the intent of the State not to arbitrarily make mixed shift work weeks for punitive reasons.

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 leave, holiday time off or CTO time approved in writing, the employee may submit a California Victim Compensation Board 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 compensating time off (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 California Victim Compensation Board claim for nonrefundable expenditure which can be verified. The employer will support the claim.

19.19.3 Work Week Group E or SE (Unit 3)

The State of California (CalHR), employer, and Service Employees International Union, Local 1000, as the exclusive representative for Bargaining Unit 3 (Professional Educators and Librarians), agree that:

- A. In the agreement between the parties (7/1/99 to 7/2/01), the parties agreed to place all Bargaining Unit 3 employees in Work Week Group 4C.
- B. In February 2000, in order to be consistent with the structure of the Fair Labor Standards Act (FLSA), the employer changed the name of Work Week Group 4C to either E or SE.
- C. In Unit 3, all employees designated E or SE remain covered by section 19.1.3, paragraph F, regardless of E or SE designation.
- D. Section 19.1, paragraphs A through D, generally describe hours of work for State employees. However, section 19.1.3, paragraph F, Work Week Group Policy for FLSA – Exempt/Excluded Employees specifically

describes the provisions of the Work Week Group designations for BU 3 specified above.

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 employees receive from the State is based on the premise that the employees are expected to work as many hours as is necessary to provide the public services for which the employees were hired. Consistent with the professional status of these employees, the employees are accountable for the employee’s work product, and for meeting the objectives of the agency for which the employees work.

Following is the State’s policy for all employees exempt from the FLSA:

- A. Management determines, consistent with the current MOU's, the products, services, and standards which must be met by FLSA-exempt employees.
- B. The salary paid to FLSA-exempt employees is full compensation for all hours worked in providing the product or service.
- C. FLSA-exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.
- D. FLSA-exempt employees are expected to work within reason as many hours as necessary to accomplish the employee's assignments or fulfill the employee's responsibilities.
- E. Consistent with the services which management has determined must be provided, FLSA-exempt employees are to be given discretion in establishing the employee's work hours. Employees are responsible for keeping management apprised of the employee's 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.
- F. Consistent with the salaried nature of FLSA-exempt employees, these employees:
 - 1. Shall not be charged any paid leave for absences in less than whole day increments.
 - 2. Shall not be docked for absences of less than a day.
 - 3. Shall not be suspended for five (5) days or less when facing discipline.
 - 4. Shall not have absences of less than a day recorded for attendance, record keeping, or compensation purposes.
 - 5. 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 not defined in the employee's duty statement.

19.19.21(a) Guidelines for Applying Work Week Group 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 the employee's 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 the employee's 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 problem 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, they 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 Wildlife (DFW) (Unit 11)

- A. Standby duty is defined as the time that an employee is required to remain on the DFW 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 DFW

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 (2) 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 DFW shall prorate 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 section 19.11 (Call Back Time).
4. Employees on any approved leave shall not be required to work standby duty.

19.21.20 Overtime Voluntary Scheduling – Excluding CDCR/CCHCS LVNs and CNAs (Unit 20)

A. 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). The State shall distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments.

B. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.

C. BU 20 employees may volunteer to work overtime in classifications other than the employee's own.

D. If no alternate assignment is available and the employee reported to work, the employee shall be paid for four (4) hours.

**19.22.17 Overtime Voluntary Scheduling – California
Department of Corrections and Rehabilitation and California
Correctional Health Care Services (Unit 17)**

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS 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, listed all the known and anticipated overtime assignments.

- 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/CCHCS shall establish lists of BU 17 employees by classification in seniority score order. BU 17 employees may sign up for voluntary overtime by adding the employee's 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 voluntary overtime, it is the employee's responsibility to work that position, unless the employee has given the nursing supervisor, or the employee's 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 the employee gives the nursing supervisor, or their designee, seventy-two (72) hours’ notice to enable them to notify the Registry that the employee will not be needed for the affected position.

F. BU 17 employees may volunteer to work overtime in classifications other than the employee’s own, when it is appropriate.

**19.22.20 Overtime Voluntary Scheduling – California
Department of Corrections and Rehabilitation and
California Correctional Health Care Services LVNs (Unit 20)**

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

A. BU 20 LVNs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-

time BU 20 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/CCHCS shall establish a list of BU 20 LVNs in seniority score order. BU 20 LVNs may sign up for voluntary overtime by adding the employee's name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 LVNs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 LVNs will be provided the same volunteer overtime opportunity once, assuring each BU 20 LVN 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 20 LVN. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 LVN may choose to leave. If no alternate assignment is available and the employee reported to work, the employee shall be paid for four (4) hours.

- D. Once a BU 20 LVN has signed up for voluntary overtime, it is the LVN's responsibility to work that position, unless the LVN has given the nursing supervisor, or their designee, seventy-two (72) hours' notice to enable the timely scheduling of a replacement.

- E. A BU 20 LVN may "bump" a scheduled registry LVN at any time during the month, provided the LVN gives 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.

- F. BU 20 employees may volunteer to work overtime in classifications other than the employee's own.

19.23.17 Overtime Voluntary Scheduling (Excluding CDCR) (Unit 17)

- A. 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). The State shall distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments by email, posting and/or placing a current VOT list in a location accessible by all Unit 17 staff.

- B. 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. The State shall also consider the use of intermittent, in-house registries, or float pools.

C. BU 17 employees may volunteer to work overtime in classifications other than the employee's own.

**19.23.20 Overtime Voluntary Scheduling – California
Department of Corrections and Rehabilitation and
California Correctional Health Care Services CNAs (Unit 20)**

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listed all the known and anticipated overtime assignments.

Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

A. BU 20 CNAs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 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/CCHCS shall establish lists of BU 20 CNAs in seniority score order. BU 20 CNAs may sign up for voluntary overtime by adding the employee's name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 CNAs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 CNAs will be provided the same volunteer overtime opportunity once, assuring each BU 20 CNA 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 20 CNA. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 CNA may choose to leave. If no alternate assignment is available and the employee reported to work the employee shall be paid for four (4) hours.
- D. Once a BU 20 CNA has signed up for voluntary overtime, it is the employee's responsibility to work that position, unless the CNA has given the nursing supervisor, or their designee,

seventy-two (72) hours' notice to enable the timely scheduling of a replacement.

E. A BU 20 CNA may "bump" a scheduled registry CNA at any time during the month, provided the CNA gives 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.

F. BU 20 employees may volunteer to work overtime in classifications other than the employee's own.

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. Registered Nurses shall not be floated to replace a non-RN position or function unless all other staffing efforts have been exhausted.

19.25.17 Travel Time (Unit 17)

A. 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.

- B. Nurse Practitioners called back to work under section 19.11 (Call Back Time) shall be provided one (1) hour compensated time off (CTO) for travel time.

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 Special Schools Calendar (Units 3, 4, 15, 17 and 20)

- A. The Superintendent of a State Special School shall obtain input from employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to the adoption of the 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.
- B. During the term of this Contract, the Director of State Special Schools hereby agrees that they will provide the Union with copies of proposed academic calendars for each of the Special Schools for the following academic year by February 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 forty-five (45) 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.

- C. 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 Special School employees.
- D. Time limits established in subsection B and C above can be extended by mutual agreement of both parties.

19.27.20 Overtime Distribution Task Force for Fremont Special Schools (Unit 20)

A. Upon the request of the Union, the parties shall participate in up to three (3) meetings to discuss establishing written Overtime Distribution procedures for Bargaining Unit 20 employees at the California School for the Deaf - Fremont. Within ninety (90) days of the conclusion of these meetings, CSDF shall notice the Union on the BU 20 Overtime Distribution procedure. The Union may request to meet and confer on the BU 20 Overtime Distribution procedures.

B. The Union and State shall select up to four (4) representatives, who shall serve with no loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses, as a result of attending these meetings.

19.28.21 Reduced Work Time (Unit 21)

Employees who voluntarily reduce their work time pursuant to the Reduced Work Time Act shall have right of return to full-time employment pursuant to Government Code section 19996.24 and CalHR 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 the employee's 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.

19.31.20 Split Shifts (Unit 20)

The State shall make every effort to avoid split shifts, and shall consider alternative scheduling methods prior to implementing a split shift. When there is no alternative scheduling method and a split shift is scheduled, the gap between the two parts of the shift shall not exceed two and one-half (2.5) hours.

Disputes concerning this section shall be grievable up to CalHR level for review and shall not be arbitrable.

19.32.20 Overtime Distribution at the California School for the Deaf, Riverside (Unit 20)

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 the employee's area assignment. The Counselors will be ranked on the list by the amount of overtime hours the Counselors 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 the Counselors 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 the Counselors have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.
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 the Counselors 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 the Counselors 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 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 applicable Area overtime list will be offered the opportunity, and so on until the applicable Area overtime list 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 declines 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.
- 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 the employees 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 the employee is unavailable and does not choose to work overtime on certain days and/or times, the employee 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 five times per school year (September 15, November 15, January 15, March 15, and May 15). Management will use the most recent Overtime Preference Survey form on file for each employee.

- J. 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.
- K. Disputes involving this provision may be addressed at a Labor Management Committee (Riverside).

19.32.20 Overtime Distribution at the California School for the Deaf, Riverside (Unit 20)

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 the employee's area assignment. The Counselors will be ranked on the list by the amount of overtime hours the Counselors 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 the Counselors 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 the Counselors have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.
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 the Counselors 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 the Counselors 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 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 applicable Area overtime list will be offered the opportunity, and so on until the applicable Area overtime list 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 declines 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.
- 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 the employees 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 the employee is unavailable and does not choose to work overtime on certain days and/or times, the employee 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 five times per school year (September 15, November 15, January 15, March 15, and May 15). Management will use the most recent Overtime Preference Survey form on file for each employee.
- J. 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.

K. Disputes involving this provision may be addressed at a Labor Management Committee (Riverside).

19.33.15 Call In Procedures (Unit 15)

Employees will call the employee's 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.

19.34 Department of Corrections and Rehabilitation (CDCR) – Division of Juvenile Justice (DJJ) and California Correctional Health Care Services (CCHCS) Joint Labor Management Task Force for the Strategic Reduction of Mandatory Overtime for RNs, LVNs, CNAs, and MAs (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of strategically reducing mandatory overtime for Registered Nurses (RNs), Licensed Vocational Nurses (LVNs), Certified Nurse Assistants (CNAs), and Medical Assistants (MAs).

A. To accomplish the strategic reduction of mandatory overtime, the parties agree to continue the Joint Labor Management Task Force (JLMTF) established in the 2016-2020 contract.

B. The JLMTF shall consist of an equal number of Union and CDCR/CCHCS committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. At least one institutional Chief Nurse Executive or management designee shall be in attendance at each meeting. The dates and times shall be mutually determined and the committee members shall not suffer loss in compensation.

C. The JLMTF shall meet at least every other month to review mandatory overtime (MOT) data, determine the triggers that necessitate the use of mandatory overtime outside of emergencies, and develop strategies to help the different facilities work towards the reduction of mandatory overtime. By January 1, 2025, the JLMTF shall develop a written report that may include, but is not limited to, MOT data, previous reduction efforts, and any joint recommendations on reducing mandatory overtime shifts. The report shall be submitted to the department head and CalHR.

19.35 INTENTIONALLY EXCLUDED

19.36 Department of State Hospitals (DSH) Joint Labor Management Task Force for the Strategic Reduction of Mandatory Overtime for RNs and LVNs (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of strategically reducing mandatory overtime for Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs).

A. To accomplish the strategic reduction of mandatory overtime, the parties agree to continue the Joint Labor Management Task Force (JLMTF) established in the 2016-2020 contract.

B. The JLMTF shall consist of an equal number of Union and DSH committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. At least one Nurse Administrator or management designee shall be in attendance at each meeting. The dates and times shall be mutually determined and the committee members shall not suffer a loss in compensation.

C. The JLMTF shall meet at least every other month to review mandatory overtime (MOT) data, determine the triggers that necessitate the use of mandatory overtime outside of emergencies, and develop strategies to help the different facilities work towards the reduction of mandatory overtime. By January 1, 2025, the JLMTF shall develop a written report that may include, but is not limited to, MOT data, previous reduction efforts, and any joint recommendations on reducing mandatory overtime shifts. The report shall be submitted to the department head and CalHR.

**19.37 California Department of Veterans Affairs (CalVet)
Joint Labor Management Task Force for the Strategic
Reduction of Mandatory Overtime for RNs, LVNs, and CNAs
(Units 17 and 20)**

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of strategically reducing mandatory overtime for Registered Nurses (RNs), Licensed Vocational Nurses (LVNs), and Certified Nurse Assistants (CNAs).

A. To accomplish the strategic reduction of mandatory overtime, the parties agree to continue the Joint Labor Management Task Force (JLMTF) established in the 2016-2020 contract.

B. The JLMTF shall consist of an equal number of Union and CalVet committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. At least one Director of Nursing or management designee shall be in attendance at each meeting. The dates and times shall be mutually determined and the committee members shall not suffer a loss in compensation.

C. The JLMTF shall meet at least every other month to review mandatory overtime (MOT) data, determine the triggers that necessitate the use of mandatory overtime outside of emergencies, and develop strategies to help the different facilities work towards the reduction of mandatory overtime. By January 1, 2025, the JLMTF shall develop a written report that may include, but is not limited to, MOT data, previous reduction efforts, and any joint recommendations on reducing mandatory overtime shifts. The report shall be submitted to the department head and CalHR.

19.38 Mandatory Overtime

The State and the Union agree that mandatory overtime should be reduced. Over the term of this agreement the number of mandatory overtime shifts employees are required to work should be reduced.

The California Department of Human Resources, the Department of Finance, and the affected departments shall review the Joint Labor Management Task Force (JLMTF) reports from department committees (19.34, 19.36, 19.37). No earlier than July 1, 2025 the Union may request to reopen the sections listed below to discuss any implementation of the proposed recommendations of the task forces and discuss further implementation of reductions in mandatory overtime shifts for each department

This section applies to the following provisions:

- 19.13.20 Overtime Mandatory Scheduling – Excluding California Department of Corrections and Rehabilitation LVNs and CNAs (Unit 20)
- 19.14.17 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)
- 19.14.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)
- 19.15.17 Overtime Mandatory Scheduling (Excluding CDCR) (Unit 17)
- 19.15.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)

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:

A. General Provisions

1. When EDD decides to fill vacant EPR or DIPR positions, vacancies will be announced on the EDDNet 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. The HRSD will 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 State Restriction of Appointments (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 their 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 the employee relocate to another area.
3. Each employee is responsible for checking the posting of positions on the EDDNet.
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.

B. Eligibility to Participate in Post and Bid

1. Employees must be currently employed by EDD, either in the EPR or DIPR classifications 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 the employee's 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. An employee who has an adverse personnel action with an effective date within twelve (12) calendar months which relates to the employee's job performance will be precluded from participation in the bid process.
6. No bid shall be denied based solely on personal relationships. However, if the awarding of the post and bid violates EDD's nepotism policy, the bid will be denied. The employee and the Union will be notified within five (5) working days of denial.

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 prepare seniority lists of EPRs and DIPRs every February 15th, (reflecting seniority information current as of January 1st) and every August 15th (reflecting seniority information current as of July 1st). This information will be provided electronically to SEIU Local 1000. An updated paper

copy shall be made available at all EDD worksites every six (6) months.

3. EDD will distribute the seniority list defined above at each worksite employing EPRs and DIPRs.
4. The lists 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 EDDNet, 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.
2. The EDD shall provide SEIU Local 1000 with a copy of the EDDNet posting at the same time the posting is distributed.

E. Bidding Process

1. For post and bid positions, the employee must submit the employee's 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 (1) year from the date the employee was 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 EDDNet 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 EDDNet. 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 EDDNet within five (5) working days from the end of the protest period.
5. The employee will be expected to report to the employee's 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 thirty (30) calendar 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) calendar day trial period, during which time employees can opt to return to the employee's former position as defined in Government Code section 18522.

20.3.11 Post and Bid Program (Unit 11)

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 SROA/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; and 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 the employee's 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 the employee's position during the twelve (12) month period before bids are due. Employees shall be deemed to have performed satisfactorily if the employee received an overall rating of "satisfactory" on an annual performance evaluation or probationary report during the same twelve (12) month period and the employee 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 the employee 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 the employee 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 (1) 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, the employee 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 the employee's 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. Introduction

The post and bid process is designed as a method to allow employees in the same classification to secure a post assignment/position based on seniority. The post and bid process shall be implemented where a variety of work schedules, Regular Days Off (RDOs), shifts, and assignments exist for eligible Unit 15 employees. There are two (2) types of post and bid: the continuous post and bid and the annual post and bid.

The continuous post and bid process allows eligible Unit 15 employees to bid on vacant post assignments/positions on a continual year round basis. The following departments shall implement the continuous post and bid process for all eligible Unit 15 employees: California Department of Corrections and Rehabilitation (Adult Programs) (CDCR); California Department of Corrections and Rehabilitation - Juvenile Justice (CDCR-DJJ); California Correctional Health Care Services (CCHCS); California Science Center (CSC); Department of Developmental Services (DDS); Department of General Services (DGS);

Department of State Hospitals (DSH); and the California Department of Veteran's Affairs (CalVet).

The annual post and bid process allows eligible Unit 15 employees to bid on vacant post assignments/positions once per year. The awarded bids are for a twelve (12) month appointment. The following departments shall implement the annual post and bid: CDCR; CDCR-DJJ; and CCHCS.

The annual post and bid process complements and works along with the continuous post and bid process in the manner described in this Article.

B. Key Definitions and Terms (Excludes DGS):

1. Vacancy: A vacancy exists when a budgeted permanent position is unoccupied as a result of retirement, transfer, termination, resignation, reassignment, new position, promotion, change in tenure to permanent, or new funding. As posts/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, in order to maintain the ratio of eligible to non-eligible posts in each department.

2. Seniority: One (1) point for each qualifying month of full-time state service in the employee's classification.

3. Posting of Seniority Scores:

a. Departments (excluding CDCR, CDCR-DJJ, and CCHCS) shall publish an updated seniority list the first week in January and the first week in July of each year. The list shall be published in an accessible location in the facility or worksite.

b. For CDCR, CDCR-DJJ, and CCHCS, departments that implement an annual post and bid, the seniority list shall be published according to the annual post and bid process described below.

4. Contested Seniority Scores: An employee who participates in the continuous post and bid process who believes that the employee's seniority score is computed in error shall submit the employee's

complaint to the appropriate Local Labor Relations Office within ten (10) calendar days of the seniority scores being published. The department shall publish a corrected seniority list within five (5) business days when errors in seniority scores are identified and confirmed.

An employee who participates in the annual post and bid process who believes that the employee's seniority score is computed in error shall submit the employee's complaint to the local Post and Bid Joint Labor Management Committee (JLMC) by the last Friday in August. The local Post and Bid JLMC, which is created annually for this process, shall be the final level of review. The department shall publish a corrected seniority list within ten (10) days when errors in seniority scores are identified and confirmed.

Unless otherwise contested, an employee's seniority score, as initially published shall determine the employee's placement in the post and bid process. Employees who have been removed from a bidded post as a result of a correction to a seniority score or due to management error will be eligible for the continuous post and bid process.

Placement of an employee in an eligible post assignment/position due to the discovery and correction of a seniority date computed in error shall not be grievable by the employee being replaced.

5. Ties in Seniority: If two (2) or more employees with the same amount of classification seniority bid on the same position, ties shall be broken as follows:

- a. Total departmental seniority
- b. Total state service
- c. Draw lots

C. Employee Eligibility for Post and Bid (CSC; DDS; DSH; and CalVet):

A permanent full-time employee who has successfully passed probation in the employee's current classification. Upon mutual agreement between the Union and the department, employees other than those with a full-time time base may be permitted to post and bid.

An eligible employee absent from the worksite for such reasons as Enhanced Industrial Disability Leave (EIDL), Industrial Disability Leave (IDL), State Disability Insurance (SDI), Workers' Compensation, leave of absences, military leave, etc., may participate in the post and bid process. However, if the employee does not physically report to the awarded post within sixty (60) days of the initial award, the post will temporarily revert to management until the next continuous post and bid process.

Probationary employees are not eligible for the post and bid process and will be assigned by management to any vacant post after all bidded post assignments have been filled.

Employees who receive a post through the post and bid process must possess the required knowledge, skills, aptitude, and abilities of the post to perform at an acceptable level. If an employee lacks the post's required knowledge and skills, the supervisor will notify the employee. Training may be made available if an employee requests to be trained to do those work functions within the employee's assigned facility. Such requests shall not be unreasonably denied.

D. Employee Eligibility for Post and Bid (CDCR; and CCHCS):

A permanent full-time Correctional Supervising Cook (CSC) who is permanently assigned to work at that institution and who has successfully passed probation in the employee's current classification. There shall be no inter-institution bidding on post assignments.

An eligible employee absent from the worksite for such reasons as Enhanced Industrial Disability Leave (EIDL), Industrial Disability Leave (IDL), State Disability Insurance (SDI), Workers' Compensation, leave of absences, military leave, etc., may participate in the post and bid process. However, if the employee does not physically report to the awarded post within sixty (60) days of the initial award, the post will temporarily revert to management until the next continuous post and bid process.

Probationary employees are not eligible for post and bid and will be assigned to any vacant post after all post assignments have been filled.

Employees who receive a post through the post and bid process must possess the required knowledge, skills, aptitude,

and abilities of the post to perform at an acceptable level. If an employee lacks the post's required knowledge and skills, the supervisor will notify the employee. Training may be made available if an employee requests to be trained to do those work functions within the employee's assigned facility. Such requests shall not be unreasonably denied.

E. Employee Eligibility for Post and Bid (CDCR-DJJ):

A full-time or halftime Cook Specialist I, Cook Specialist II or Correctional Supervising Cook who is permanently assigned to work at that institution and who has successfully passed probation in the employee's current classification. There shall be no inter-institution bidding assignments.

An eligible employee absent from the worksite for such reasons as Enhanced Industrial Disability Leave (EIDL), Industrial Disability Leave (IDL), State Disability Insurance (SDI), Workers' Compensation, leave of absences, military leave, etc., may participate in the post and bid process. However, if the employee does not physically report to the awarded post within sixty (60) days of the initial award, the post will temporarily revert to management until the next continuous post and bid process.

Probationary employees are not eligible for post and bid and will be assigned to any vacant post after all post assignments have been filled.

Employees who receive a post through the post and bid process must possess the required knowledge, skills, aptitude, and abilities of the post to perform at an acceptable level. If an employee lacks the post's required knowledge and skills, the supervisor will notify the employee. Training may be made available if an employee requests to be trained to do those work functions within the employee's assigned facility. Such requests shall not be unreasonably denied.

Employees who work at Mountain Camps and Correctional Treatment Centers are excluded from the post and bid process.

F. Method and Implementation (Excludes DGS):

Post and bid procedures shall apply when a department has at least the minimum number of positions in the same classification and time base at a particular institution, work

location, or worksite and where a variety of work schedules (RDO, shifts, etc.) exist.

The table below provides the breakdown of the number of positions and time base in a classification that are required to initiate the post and bid process at a worksite or institution within a respective department and the percentage of total posts that are eligible for post and bid:

Department	Minimum Positions Needed	Percentage of Posts eligible for Post and Bid
CDCR	3 full-time	80%
CDCR-DJJ	3 full-time or 3 half-time	80%
CCHCS	3 full-time	80%
CSC	1 full-time	70%
DDS	10 full-time	70%
DSH	10 full-time	80%
CalVet	1 full-time	100%

CDCR-DJJ shall implement two (2) separate post and bid processes for all eligible Unit 15 employees in the Cook Specialist I, Cook Specialist II, or Correctional Supervising Cook classifications; one for the full-time and one for the half-time positions.

Eligible posts that become vacant as a result of retirement, transfer, termination, reassignment, or new funding will be assigned an eligible employee through the post and bid process. If the eligible post remains vacant after the post and bid process, then management reserves the right to fill the post by hire, transfer, promotion or any other method allowed by the State Civil Service System. This post shall be designated as neutral, and once it is assigned and filled by an employee, that employee will have the right to stay in the position for ninety (90) days before the post will become available for bid through the post and bid process again.

Management reserves the right to fill vacant posts that are not eligible for post and bid by hire, transfer, promotion or any other method allowed by the State Civil Service System.

1. Continuous Post and Bid (Excludes DGS):

a. Announcement of Eligible Posts: Vacant posts shall be announced or advertised the first Monday of each month and remain on display for no less than ten (10) calendar days, excluding weekends and holidays. The announcement shall be published in a prominent location accessible to Unit 15 employees that is designated by each facility or institution. The vacant post notice shall be on a form designed for that purpose and shall include the following criteria:

- Identification posting number
- Level of position
- Work location (as defined by each facility)
- Regular Days Off or rotation pattern or cycle
- Regular Work Hours/Shift
- Deadline for bid submittal
- Time base
- Location where bid is to be submitted
- Special Instructions, if required for the position

Post will be awarded within seven (7) calendar days of removing the announcement. However, in emergencies or where severe staffing shortages exist, delays in awarding the position are permissible for up to thirty (30) days.

b. Bid Request Form: Management shall make available paper copies of the bid request form in an accessible location for all eligible employees. The bid request form may be made available on the department's intranet.

The bid request form must include the employee's name, current classification, work address, phone number, current work week/shift/hours, day time phone number.

c. Submission of Bid Request Form: A department's bid request form shall be

completed by the eligible employee requesting to be reassigned to any eligible vacant post in the employee's current classification. Requests must be signed by the employee and be submitted or postmarked by the close of business after the second Friday after the initial announcement of the vacant post.

Bid request forms shall be submitted in triplicate with the employee submitting the original to the appropriate office or supervisor, a copy to the Union, and the employee retaining a copy. Bid request forms shall be date-stamped by the appropriate office or supervisor to verify receipt. An employee may use one (1) bid request form if the employee is bidding for multiple positions, and shall list them in priority order.

Bid request forms shall be kept on file.

d. Award and Acceptance of Successful Bids:

Successful bids for post will be awarded to the most senior bidder by the third Friday of the month. Employees will have five (5) calendar days to reject the awarded bid, and may do so in writing to the appropriate office or supervisor and a copy to the Union.

At the CalVet only, an 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. If the awarded bid is not accepted within three (3) days, it will go to the next senior bidder.

The employee shall assume the awarded bid post on the first day of the following month, but may delay assuming the new post for up to sixty (60) days in the event that the employee is out on leave. If the employee is unable to assume the awarded bid, the post will be filled through the continuous post and bid process, in accordance with subsections C., D., and E. of this Article.

An employee that accepts a bid award under the continuous post and bid process shall not be eligible

to participate in the continuous post and bid process for twelve (12) months.

2. Annual Post and Bid (CDCR;CDCR-DJJ; and CCHCS):

The Appointing Authority shall have overall responsibility for the implementation and maintenance of this process at each institution. Each Appointing Authority shall implement the annual post and bid process separately and distinctly, even in locations where multiple Appointing Authorities operate at the same institution.

a. Post and Bid Joint Labor Management

Committee (JLMC): The Appointing Authority or the Appointing Authority's designee will ensure compliance through the department's designee and a local Post and Bid JLMC. The local JLMC shall consist of an equal number of management and Union representatives. The Union representatives shall be a SEIU Local 1000 representative assigned by the Union.

No later than the first Monday in August, the JLMC will establish the specific posts that comprise the eighty percent (80%) of the posts that are eligible for post and bid. In order to accomplish this, the department's designee shall provide the following:

1. A seniority score list
2. An updated post assignment schedule
3. Current budgeted position orders

The JLMC shall divide the eligible posts 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 JLMC 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 (1) entity within each Appointing Authority.

Management retains the right to determine individual duties assigned to posts.

b. Announcement of Eligible Posts, Position Orders and Seniority Scores: No later than the second Friday in August, the department's designee shall publish in an accessible location an updated post assignment schedule, the current budgeted position orders and the seniority scores for all eligible employees.

An employee who believes the employee's seniority score is computed in error shall refer to subsection B.4 ("Contested Seniority Scores") in this Article.

c. Submission of Bid Request Form:

Beginning on the last Monday in August every year, eligible employees who wish to participate in the annual post and bid process can begin to submit bids. Employees may bid for multiple posts. All approved bid request forms must be completed and submitted to the department's designee no later than close of business on the first Friday in September.

Bid request forms shall be date-stamped by the appointing authority or their designee to verify receipt.

An employee may voluntarily withdraw from participation in the post and bid process by submitting a written request to the appointing authority's designee. The employee who withdraws from the post and bid process will be assigned a post assignment at management's discretion after the bidded posts have been filled. The vacated post will be subject to the continuous post and bid process.

Failure on the part of an employee to submit a bid request form shall result in a no-preference indicated (NPI) for the employee for the annual post and bid process. The employee will be assigned a post assignment at management's discretion, but may participate in the subsequent continuous post and bid process.

Management may assign its twenty percent (20%) of the posts prior to the first bid or at the conclusion of the annual post and bid process, management will fill any vacant or bid management assignment. These post assignments shall become effective the first Monday in October.

d. Award and Acceptance of Successful Bids:

The final post assignments will be published by the appointing authority's designee on the third Friday in September and become effective the first Monday in October.

Employees who are successful in obtaining their bid must assume the post within sixty (60) calendar days of publication 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 the employee's return, the employee will be placed in a post assignment at management's discretion. The post that the employee was unable to assume will be subject to the continuous post and bid process.

e. District Bargaining Unit Representatives

(DBUR) in CDCR: In those institutions with three (3) or more Correctional Supervising Cook positions, a post designated for a Unit 15 District Bargaining Unit Representative (DBUR) will be determined by the local Post and Bid JLMC. The DBUR post will be counted in that institution's eighty percent (80%) of eligible posts. Any additional eligible posts shall be distributed through the annual post and bid process.

3. Deletion or Change of a Post: If an eligible post assignment/position is deleted or altered because of coverage or other legitimate operational needs, the employee in that post assignment/position shall be notified in writing at least fifteen (15) days prior to any change. If an employee desires to remain in an altered post assignment/position, the employee shall notify

management of that desire within five (5) calendar days and shall remain in that altered post assignment/position. If the employee does not desire to remain in the altered post assignment/position, the employee may bid on any vacant post assignment/position. The employee shall remain in the altered post assignment/position until such time as the employee successfully bids or applies for a new post assignment/position.

A post assignment/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.

A post assignment/position shall not be altered unless the need to alter the post assignment/position is substantiated by management in writing to the employee and the Union.

This section does not apply to post assignments/positions awarded through the annual post and bid process.

4. Preservation of Eligible Post Ratios: When management alters or modifies the shift and/or RDO of a post that was awarded through the annual post and bid process prior to the end of the twelve (12) month appointment, management shall implement an interim annual post and bid process. Post assignments that are awarded through the interim annual post and bid process shall remain effective until the implementation of the regular annual post and bid process.

5. Substandard Performance Review, Discipline and Loss of Post and Bid Eligibility: Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has the knowledge and skills required to perform the duties of the position. In order to substantiate that the employee does not possess the required knowledge and skills, management must clearly substantiate the concerns with the employee's knowledge and skills in the employee's performance evaluation, which supports the below standard rating. The employee

shall be placed in a position with the same RDO's and substantially similar start/stop times. The employee will be permitted to bid in the subsequent continuous post and bid period. The vacated post shall be subject to the continuous post and bid process.

- a. The decision to remove the employee from the employee's post must be approved by the appointing authority or designee on a case-by-case basis.

An employee may be temporarily removed from the employee's post pending a personnel investigation/EEO investigation, but will be assigned to a shift with substantially similar start/stop times and RDOs. Once the investigation has been concluded and the charges have not been substantiated, the employee will be returned to the employee's post.

An employee may be removed from the employee's post upon the effective date of an adverse action related to job performance (after the conclusion of the Skelly hearing process and/or time frames associated with that process) if the employee has not filed an appeal to the State Personnel Board (SPB). If an appeal has been filed, an employee may be removed from the employee's post only after the SPB has upheld the adverse action. Such movement will be to the same shift without regard to RDOs or start/stop times. The employee shall be excluded from participating in the subsequent post and bid process. The vacated post shall be subject to the continuous post and bid process.

If the employee is exonerated from the adverse action or the wrongdoing, the employee's right to bid and/or hold positions shall be restored.

6. Floating (DDS): 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.

7. Nepotism: No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a post based on the department's nepotism policy. If awarding of the bid,

or the post creates a nepotistic situation and is in violation of the department's policy the bid will be denied. The Union and the employee will be notified within five (5) business days of the denial.

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 the Union from filing a grievance.

8. Disputes: Where applicable, either party may request a local Joint Labor Management Committee to conduct a meet and discuss regarding any problem or concern with the post and bid process. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

Disputes concerning the post and bid process shall be grievable to the departmental level and not arbitrable.

G. Post and Bid Process for the Department of General Services (DGS):

1. Key Definitions:

a. Vacancy: A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding, and where a variety of work schedules (days off, shifts, etc.) exist.

b. Permanent full-time status employee: A full-time employee who has successfully passed probation in the employee's current classification in the Department of General Services by the final filing date of the position being advertised.

c. 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 position/assignment in the employee's current classification. Requests must be submitted by the final filing date of the position(s) being advertised.

The position will be advertised on CalHR's CalCareer website and in an accessible

location for all BU 15 employees in the management units for a minimum of seven (7) calendar days. This notice shall include the classification, a duty statement or description of duties, requisite skills and abilities required of the position, reporting location, the shift and days off for the position to be filled, the final filing date, and the contact person's name and telephone number. Employees interested in a posted position must indicate interest by submitting a departmental bid request form to the specified contact person by the final filing date. The bid forms will be posted on CalHR's CalCareer website and copies will be kept in an accessible location for all BU 15 employees.

d. Seniority: Seniority is determined by permanent full-time status employees with the greatest amount of continuous permanent full-time statewide seniority in the class. Continuous permanent full-time statewide seniority in the class shall be time in class, before and after the return from a temporary separation (including time spent on a limited-term appointment or Temporary Authorization Appointment-TAU) followed by a mandatory reinstatement. When determining seniority for a specific position, the seniority will be calculated up to the last day of the pay period prior to the final filing date of the JOB. 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.

e. Seniority Post and Bid Lists: After the close of business on the final filing date for the position(s) being advertised, the hiring office will submit a list of the bids received to the Office of Human Resources (OHR) for calculation of the seniority scores. See Special Considerations/Exclusions. Seniority lists shall

be developed by OHR within three (3) working days following the close of business on the final filing date and OHR will provide the seniority scores to the hiring office. The employee with the most seniority will be offered the position. The bidder can request the results of the bid from the hiring office five (5) days after close of the bid.

2. SPECIAL CONSIDERATIONS/EXCLUSIONS:

a. Limit On Bids: An employee may not make more than one (1) successful bid each twelve (12) months. (A successful bid is when the bidder accepts the position and reports for work). The exception is if an employee's bidden position is altered and the employee elects not to stay in the position.

b. 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.

c. 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 permanent intermittent 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.

d. 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 the employee's assigned facility; such requests shall not be unreasonably denied.

e. 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. The commencement of the 12-month period will be the effective date of the action, not the ending date of the action.

f. 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.

g. 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.

h. Security Background Clearance: For those facilities that require an employee background security clearance, the most senior qualified bidder will be selected.

i. Post and Bid Acceptance: An employee offered a bidded position has a maximum of three (3) work 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 do different work, this does not negate the position the employee accepted through these Post and Bid procedures.

j. 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, indicating the number of placements by category.

3. EMPLOYEE PROCEDURES:

Permanent full-time Unit 15 employees who wish to be considered for a position or shift assignment vacancy, in the employee's current classification, must submit a Post and Bid Reassignment/Transfer Request form.

This form must be submitted or postmarked by the close of business on the final filing date of the position being advertised. The employee is responsible to deliver or mail the bid form to the contact person.

The employee must submit a bid form each time a position(s) is advertised that the employee is interested in bidding for, however, if multiple positions are being advertised on the same advertisement, one bid form will be sufficient. This form is available with the advertisement posted on CalHR's CalCareer website.

Management will also keep copies of the form available in an accessible location for all BU 15 employees.

The request form must include the employee's current permanent classification, work address and phone number, current work week/shift/hours, day time phone number or an alternate person to contact with a day time phone number, and the current supervisor's name and phone number. 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 OHR will notify employees who do not meet the Post and Bid MOU provisions.

Employees should contact the employee's supervisor to resolve discrepancies in seniority scores.

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, the positions 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. 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.

E. 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.

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, the employee 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. The RN Shift Lead shall not be included in floating.

H. Transfers

Employees holding bid positions shall not, except in cases 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 the employee's 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, the employee's 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 the employee's 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 the employee's 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 the employee's right to bid and hold positions restored. The reason for denial to bid shall be in writing and given to the employee.

Employees losing the 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.

J. Limits on Bid

An employee may not make more than one (1) 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. Only permanent, full-time employees are eligible to bid in the Post and Bid process. 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 the employee's 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.

K. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose the 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.

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. Post and Bid Review

At each Veteran's 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 representatives for the purpose of reviewing compliance with the Post and Bid provision.

- N. For purpose of this Agreement, "seniority" is defined as one (1) 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.

20.7.17 Post and Bid Procedure for Vacant Positions – DDS & DSH (Unit 17)

A. Vacant Positions

As management determines that Registered Nurse positions become available, or vacant, the positions shall first be reviewed by the State to determine whether the positions 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-five percent (65%) 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 65/35 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 the employee's 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. The employee 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 the employee 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 (1) 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, the employee 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 the employee's license and is subsequently appointed to the Registered Nurse classification, the employee 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 the 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, the employee's 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 the employee's 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 the 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 the employee's right to bid and hold positions restored.

Employees losing the 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 (1) 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 (1) 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 the employee's 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 the 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 (1) 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 Department of Developmental Services and to the classification of “Registered Nurse (Forensic Facility)” in the Department of State Hospitals or Department of Developmental Services.

20.8.17 Post and Bid Procedure CDCR/DJJ (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 the employee's 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 Intensive Treatment Program nurses, Intensive Behavioral Treatment Program nurse, Infection Control nurse, Utilization Review nurse, Sick and Vacation Relief, Special Program at Preston, ICF/DMH Program at SYCRCC and CTC/MH Programs. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, the posts 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 (1) point for each qualifying month of full-time Division of Juvenile Justice Unit 17 service, with ties broken by one (1) point for each qualifying month of full-time Unit 17 service.

7. Limits on Bid

An employee may not make more than one (1) 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.

8. Pre-Bid Meet and Discuss

Prior to each P&B cycle, a local meet and discuss at each complex and/or facility to discuss the 70/30 pattern shall occur. Upon request, prior to the meet and discuss, each facility shall provide post orders and job descriptions for each position.

B. Twenty-four (24) Month Bid Process

1. There shall be seventy percent (70%) of the RN qualifying post assignments (excluding specialty areas) in the CDCR allotted according to seniority at each facility.

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 April 2008, 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 April 1st every other year.

b. Unless otherwise contested by April 15, an employee's seniority as posted on April 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 May 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one (1) 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 the employee's supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, the assignments 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 May 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, the assignments 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 July 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, the assignments shall first be reviewed by the State to determine whether the assignments 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 4:00 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 for 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 the employee qualifies 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 the employee's 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 May 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 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, the employee 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 the 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, the employee's right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the 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 the employee's bid assignment.
3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the 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 the employee's 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 the 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 the employee's 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 the employee's 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 the employee has 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

1. No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:
2. If such bid or position creates a nepotism situation, notice must be given to the employee.
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. 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 non-requesting 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 a 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 April 2008. Implementation of the Post and Bid process at new institutions will begin the first April following activation (receipt of youth).

O. Other Considerations

For the initial process in 2008, it is the intent to make every attempt to begin the process March 1, 2008, but no later than as defined in section B.3.

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 Nurse Executive (CNE) 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 the employee's 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, utilization management, and infection control. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, the assignments 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 (1) point for each qualifying month of full-time Departmental Unit 17 service, with ties broken by one (1) point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.
7. Limits on Bid
An employee may not make more than one (1) successful open assignment bid. All employees shall remain in the

employee's initial successful bid for twelve (12) months from the day the post is awarded 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 eighty percent (80%) of the RN qualifying post assignments (excluding specialty areas) in the California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each facility that provides healthcare.
 - a. 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. The specific posts that comprise the eighty percent (80%) and the twenty percent (20%) will be identified through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss. During the meet and discuss, management and the union shall determine if a walk up or paper bid process will be conducted.
3. 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.
4. Timeframes
 - a. The twenty-four (24) month bid cycle begins in the month of October, 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 1 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 (1) 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 the employee's supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, the assignments 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, or failure to show up at the allotted time for a walk up bid, 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, the assignments 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 vacant assignments, if Management determines to fill the positions, 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, the assignments shall first be reviewed by the State to determine whether the assignments will be filled, posted for bid, or filled without posting. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as describe above.
3. The filling of vacancies by either promotions from eligible lists 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 eighty percent (80%) 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 4:00 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 worksite during the bid process for such reasons, including but not limited to EIDL; SDI; Workers' 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 the employee qualifies 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 the employee's 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, the employee 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 the 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, the employee's right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the 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 the employee's bid assignment.
3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the 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 the employee's 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 the 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 the employee's 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 the employee's 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

The word "float" as used in this section is synonymous of that of "redirect". If it becomes necessary to temporarily float/redirect 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 the employee has 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 the 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 Departmental level of review and shall not be arbitrable;
2. Either party may request a meet and discuss regarding any problem or concern with the P&B procedure. This request will be honored by the non-requesting 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 the employee's 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 section 20.9.17 is implemented and the yearly bid process begins in October. Implementation of the Post and Bid process at new institutions will begin the first October following activation (receipt of inmates).

The parties recognize, pursuant to the February 14, 2006 Court Order Appointing that Receiver, that the Receiver is empowered to renegotiate this provision, in the event that such action is necessary for the Receiver to fulfill his duties under the Order. The determination on whether such action is necessary rests solely with the Court pursuant to paragraph D. of the Order.

20.10.20 Post and Bid Procedure for Vacant Licensed Vocational Nurse (LVN) Positions (Excluding CDCR) (Unit 20)

Post and Bid (P&B) shall apply to the LVN 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, the positions shall first be reviewed by the State to determine whether the positions 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-five percent (65%) of the filled positions in a facility be held by employees through successful bids.

The P&B 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

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 65/35 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 (1) year shall be accorded super-seniority for the employee’s 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. The employee 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 the employee 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, the employee 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 the 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, the employee's 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 the 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 the 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 the employee's right to bid and hold positions restored.

Employees losing the 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.

J. Limits on Bid

An employee may not make more than one (1) 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 D 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 the employee's 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.

K. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose the employee's 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.

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 SEIU Local 1000 representatives for the purpose of reviewing compliance with the Post and Bid provision.

N. For purposes of this Agreement, seniority is defined as one (1) 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 CNA Positions: California Veterans Homes (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, the positions shall first be reviewed by the State to determine whether the positions 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 seventy percent (70%) 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.

Yountville will continue its current procedure. For the purpose of implementation of this Article at the Chula Vista, Lancaster, and Ventura Veterans Homes, for every three (3) positions that management determines are available, or vacant, the State will post two (2) out of every three (3) vacant positions for bid until seventy percent (70%) of the filled positions in each facility are held by employees through a successful bid. Management at each facility will have discretion over which vacant positions will be posted.

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 the employee 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 the 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, the employee's right to bid shall be restored.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the 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 the employee's right to bid and hold positions restored.

Employees losing the 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 (1) 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 the employee's physician.

H. Nepotism

An employee may lose the 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 (1) 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 70/30 with 50/50 of the primary positions to the relief positions shared between the State and the Union.

20.12.20 Post and Bid Procedure for Vacant LVN Positions, CDCR/CCHCS (Unit 20)

- I. 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.
 - A. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
 - B. The word "assignment" as used in this section is synonymous with that of "position."
 - C. Participation in the P&B process is limited to eligible employees. An eligible employee:
 - 1. Must be a permanent full-time licensed vocational nurse (LVN); probationary employees are excluded.
 - 2. Must be permanently assigned to and work at the institution. Eligible employees may participate only in the employee's institution's P&B process. There shall be no inter-institution bidding on assignments.
 - D. Seniority: Defined as one (1) point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one (1) point for each qualifying month of full-time state service. If a further tie exists, then ties will be broken by "lottery" thereafter.
 - E. Limits on Bid: An employee may not make more than one (1) successful open assignment bid. All employees shall remain in the employee's initial successful bid for twelve (12) months from the day the post is awarded 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 "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of section "IX." If these occur, the

employee shall have the right to bid again. Exceptions to this limitation may be granted.

II. Twenty-four (24) Month Bid Process

- A. There shall be seventy-five percent (75%) of the LVN qualifying post assignments in the California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each facility that provides healthcare.
- B. The specific posts that comprise the seventy-five percent (75%) and the twenty-five percent (25%) will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss.
- C. 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.
- D. Timeframes:
 1. The twenty-four (24) bid cycle begins in the month of October 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 1 every other year.
 2. 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.
 3. 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.
 4. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to the employee's supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, these assignments shall not be counted in either Management's or Union's positions.

5. Failure on the part of the employee to submit a request form by 4 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, the employee shall not be counted in either Management's or Union's positions.
6. 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.
7. The new assignments will begin the second Monday in January first watch.
8. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

- A. 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 positions, 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.
- B. As LVN assignments become available, the assignments shall first be reviewed by the State to determine whether the assignments will be filled, posted for bid, or filled without posting.
- C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.
- D. 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.
- E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

- F. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time.
 - G. Each notice shall remain posted as provided for in "Posting Assignment" 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 4:00 p.m. on the fifteenth (15th) day of posting.
 - H. 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.
- IV. 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:
- A. Identification posting number
 - B. Unit (or ward) or other assignment
 - C. Shift
 - D. Days off or rotation pattern and cycle
 - E. Time base
 - F. Deadline for bid submittal and where to be submitted
 - G. Special qualifications (if any)
- V. Bidding
- A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:
 1. The original to the location designated on the bid form.
 2. A copy to the Union designated steward, and
 3. The bidding employee.
 - B. 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.
 - C. An otherwise eligible employee absent from the worksite during the bid process for 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.

- D. 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.

VI. Other Factors

- A. 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 the employee qualifies to resume such duties.
 - 1. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.
 - 2. 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.
 - 3. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with the employee's watch preference.
 - a. 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.
 - b. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid process.

VII. Deletions and Changes

- A. 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.
- B. 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, the employee shall notify management of the 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.

VIII. 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.

IX. Denial of Bid

- A. Employees who have adverse action taken against them shall lose the 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, the employee's right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the employee's 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.
- B. 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 the employee's bid assignment.
- C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the 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 the employee's right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

- D. Employees losing the right to bid or hold assignments 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 the bid is exercised within three (3) months of the decision absolving the employee.
- E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised the employee's 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.
- F. 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 the employee's 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.
- X. Floating or Redirect: The word "float" is synonymous with that of "redirect". If it becomes necessary to temporarily float/redirect employees to another Unit 20 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.
- XI. Involuntary Removal: Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has 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.
- XII. Nepotism: No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:
 - A. If such bid or position creates a nepotism situation, notice must be given to the employee.
 - B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

- C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

XIII. Disputes

- A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable.
- B. Either party may request a meet and discuss regarding any problem or concern with the P&B procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.
- C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit a complaint to the first formal level of review within the normal time frames specified in the grievance process.
- D. 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
- E. 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.

20.13.4 Department of Motor Vehicles (DMV) – Motor Vehicle Representative PI (Unit 4)

Permanent Intermittent (PI) employees in Motor Vehicle Representative (MVR) 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 intra-departmental 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 State Personnel Board (SPB) rule 277.
 - 1. The employee must:
 - a. have passed probation in the MVR class;
 - b. have not received an adverse action in the past twelve (12) months;

- c. have an overall rating of satisfactory in the employee's most recent performance appraisal;
 - d. have no negative documentation in the employee's 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 (1) 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 the employee's 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. The protest shall be filed within five (5) work days after receipt of the notification. 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.
- G. The department 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.

20.13.20 Shift/Day Off Preference of Assignment – Schools for the Deaf (Unit 20)

Unit 20 Counselors will be issued a preference survey by the second week of May on an annual basis. The survey shall include anticipated shifts for the upcoming academic school year, residential areas, and days off. Counselors shall return the employee's completed survey within ten (10) calendar days. Management will assign counselors to the appropriate residential area and shift. Where two (2) or more counselors desire the same shift on the employee's preference survey, the shift will be assigned based on State seniority.

Management will inform the Counselors, in writing, of the Counselor's assignment as soon as possible and no later than one month (30 calendar days) before the first day of the upcoming academic school year. The assignment notice will be mailed to the staff at the employee's address of record and include the assigned shift, regular days off and area of placement.

The parties are encouraged to utilize the JLMC process as outlined in section 5.10 of this Contract to address issues related to the application of this Article. If the issue is taken as an agenda item, a department labor relations representative will participate in the JLMC.

20.14.4 Post and Bid Program for Department of Transportation (Caltrans) District 4 (S.F. Bay Area) (Unit 4)

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 the employee's probationary period in the class.
2. Any employee appointed under the terms of this Article 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

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 Article 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 Article does not preclude management from transferring employees for verifiable security, safety, or clearly articulated operational reasons.

20.15.20 Post and Bid Procedure for CNA Positions, CDCR (CDCR, CCHCS, DJJ) (Unit 20)

- I. Introduction: The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority in institutions that have fifteen (15) or more full-time permanent employees. 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.
 - A. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

- B. The word "assignment" as used in this section is synonymous with that of "position."
 - C. Participation in the P&B process is limited to eligible employees. An eligible employee:
 - 1. Must be a permanent full-time Certified Nursing Assistant (CNA): probationary employees are excluded.
 - 2. Must be permanently assigned to and work at the institution. Eligible employees may participate only in the employee's institution's P&B process. There shall be no inter-institution bidding on assignments.
 - D. 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.
 - E. Seniority: Defined as one point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one point for each qualifying month of full-time state service. If a further tie exists, then ties will be broken by "lottery" thereafter.
 - F. 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 "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.
- II. Twenty-four (24) Month Bid Process
- A. There shall be seventy percent (70%) of the CNA qualifying post assignments at each facility that provides healthcare.
 - B. The specific posts that comprise the seventy percent (70%) and the thirty percent (30%) will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and/or duty statements will be provided for each of the positions prior to the meet and discuss.
 - C. 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.

D. Timeframes:

1. The twenty-four (24) bid cycle begins in the month of October 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 1 every other year.
2. 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.
3. 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.
4. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to the employee's supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, these assignments shall not be counted in either Management's or Union's positions.
5. 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, these assignments shall not be counted in either Management's or Union's positions.
6. 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.
7. The new assignments will begin the second Monday in January first watch.
8. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

- A. 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 positions, 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.
- B. As CNA assignments become available, the assignments shall first be reviewed by the State to determine whether the assignment will be filled, posted for bid, or filled without posting.
 - C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.
 - D. 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.
 - E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.
 - F. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time.
 - G. 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 4:00 p.m. on the fifteenth (15th) day of posting.
 - H. 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.
- IV. 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:
- A. Identification posting number

- B. Unit (or ward) or other assignment
- C. Shift
- D. Days off or rotation pattern and cycle
- E. Time base
- F. Deadline for bid submittal and where to be submitted
- G. Special qualifications (if any)

V. Bidding

- A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:
 - 1. The original to the location designated on the bid form.
 - 2. A copy to the Union designated steward, and
 - 3. The bidding employee.
- B. 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.
- C. An otherwise eligible employee absent from the worksite during the bid process for 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.
- D. 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.

VI. Other Factors

- A. 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 the employee qualifies to resume such duties.
 - 1. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.

2. 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.
3. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with the employee's watch preference.
 - a. 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.
 - b. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid process.

VII. Deletions and Changes

- A. 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.
- B. 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, the employee shall notify management of the 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.

VIII. 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.

IX. Denial of Bid

- A. Employees who have adverse action taken against them shall lose the 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, the employee's right

- to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the 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.
- B. 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 the employee's bid assignment.
 - C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the 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 the employee's right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.
 - D. Employees losing the right to bid or hold assignments 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 successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.
 - E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised the employee's 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.
 - F. 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 the employee's 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.
- X. Floating/Redirect: The word "float" as used in this section is synonymous with that of "redirect". If it becomes necessary to

temporarily float employees to another Unit 20 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

- XI. Involuntary Removal: Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has 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.
- XII. Nepotism: No bid shall be denied based solely on personal relationships. An employee may lose the employee's right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:
 - A. If such bid or position creates a nepotism situation, notice must be given to the employee.
 - B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
 - C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.
- XIII. Disputes
 - A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable.
 - B. 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;
 - C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit a complaint to the first formal level of review within the normal time frames specified in the grievance process.
 - D. 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
 - E. 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.

This Post and Bid process shall be implemented with the next CDCR-CCHCS twenty-four (24) month bid cycle 2021.

20.16.20 Post and Bid Procedure for Dental Assistant Positions, CDCR (Unit 20)

I. 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 "Annual P&B Process" which allows employees to bid twelve (12) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twelve (12) month assignments are in effect. The Inaugural Annual P&B will become effective January 1, 2014 and will result with the P&B assignment placements occurring in July 1, 2014.

A. The Health Program Manager III, Supervising Dentist, or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

B. The word "assignment" as used in this section is synonymous with that of "position."

C. Participation in the P&B process is limited to eligible employees. An eligible employee:

1. Must be a permanent full-time Dental Assistant (DA); probationary employees are excluded.
2. Must be permanently assigned to and work at the institution. Eligible employees may participate only in the employee's institution's P&B process. There shall be no inter-institution bidding on assignments.

D. Seniority:

Defined as one (1) point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one (1) point for each qualifying month of full-time state service. If a further tie exists, then ties will be broken by "lottery" thereafter.

E. Limits on Bid:

An employee may not make more than one (1) 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 "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of Section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

II. Annual Bid Process

A. There shall be ninety percent (90%) of all of the DA qualifying positions allotted according to seniority at each California Department of Corrections and Rehabilitation (CDCR) facility that provides dental care.

B. The specific posts that comprise the ninety percent (90%) will be established through a meet and discuss. The Union and State will identify an equitable distribution of the preferred work areas, watches, and Regular Days Off (RDOs) between management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss.

C. Participation in the Annual 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. The awarding of the ninety percent (90%) P&B assignments will be based on seniority. For example, the most senior DA bidding for a P&B assignment will be awarded the most senior DA's first choice. This awarding of P&B assignments will continue in order of seniority until the P&B process is completed, with all the ninety percent (90%) assignments being awarded or the bids submitted have been exhausted.

D. Timeframes:

1. The annual bid cycle begins in the month of April 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 April 1st every year.
2. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall determine the employee's placement on the seniority list.

3. 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 May 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.
4. An employee may voluntarily withdraw from participating in the Annual Bid Process by submitting a written request to the employee's supervisor. Employees who withdraw will be assigned at State's discretion. These assignments shall be counted neutral; that is, the assignment shall not be counted in either State's or the Union's positions.
5. Failure on the part of the employee to submit a request form by 4 p.m. on May 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, these assignment shall not be counted in either State's or Union's positions.
6. 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.
7. The new assignments will begin the first Monday in July on the first watch.
8. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if the State determines to fill the vacant position, created while the annual 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 the State to be filled by bid shall be subject to the terms and conditions of this section.

B. As DA assignments become available, the assignments shall first be reviewed by the State to determine whether the assignments will be filled, posted for bid, or filled without posting.

C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.

D. 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.

E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twelve (12) month cycle. Upon request, the Union shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

F. 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 4:00 p.m. on the fifteenth (15th) day of posting.

G. 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.

IV. 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:

- A. Identification posting number
- B. Unit (or ward), yard, or other assignment
- C. Shift
- D. Days off or rotation pattern and cycle

- E. Time base
- F. Deadline for bid submittal and where to be submitted
- G. Special qualifications (if any)

V. Bidding

A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:

1. The original to the location designated on the bid form,
2. A copy to the Union designated steward, and
3. The bidding employee.

B. Bid forms shall include the

1. Identification posting number,
2. the employee's name,
3. classification,
4. seniority points,
5. current work location, and
6. business telephone number.

The form must be dated and signed by the employee.

C. An otherwise eligible employee absent from the work site during the bid process for 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 the State fills the position, it shall be counted neutral until the annual bid cycle.

D. 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 the State's discretion.

VI. Other Factors

A. 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 the employee qualifies to resume such duties.

1. If an absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.
2. 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.
3. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with the employee's watch preference.

B. 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.

C. Employees who laterally transfer after May 1 will be precluded from the bid process until the next open bid process.

VII. Deletions and Changes

A. 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.

- B. 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, the employee 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 training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

VIII. 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.

IX. Denial of Bid

- A. Employees who have adverse action taken against them shall lose the 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, the employee's right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the 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.
- B. 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 conducted and if the charges have not been substantiated, the employee shall be returned to the employee's bid assignment.

C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the 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 the employee's right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

D. Employees losing the right to bid or hold assignments 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 successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.

E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised the employee's 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.

F. 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 the employee's 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.

X. Floating:

If it becomes necessary to temporarily float employees to another Unit 20 DA position in order to provide coverage, each CDCR institution shall establish a rotational system that distributes floating by inverse seniority on an equitable basis.

XI. Involuntary Removal:

Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has

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.

XII. Nepotism:

No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

- A. If such bid or position creates a nepotism situation, notice must be given to the employee.
- B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
- C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

XIII. Disputes

- A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;
- B. Either party may request a meet and discuss regarding any problem or concern with the P&B procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;
- C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit a complaint to the first formal level of review within the normal time frames specified in the grievance process;
- D. 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

- E. 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.

20.17.20 Post and Bid Procedure for Residential Care Specialist (RCS) Positions: California Veterans Homes (Unit 20)

Contained in this section are the provisions for the twenty-four (24) month Bid process, which allows the current incumbents in the RCS classification to bid twenty-four (24) month assignments, and the interim vacancy bidding process which addresses the vacancies that occur while the twenty-four (24) month assignments are in effect.

Post and Bid (P&B) shall only apply to CalVet Veterans Homes where a variety of work schedules (days off, shifts, etc.) exist. Only permanent full-time employees in the RCS classification at the Veterans Homes are eligible to participate in the P&B process. Employees who do not have a permanent full-time appointment in the RCS classification (probationary, training and development, limited term, out of class, etc.) shall not be eligible to bid on posted positions and may be assigned to any post after the bid positions have been filled.

A. Twenty-four (24) month Bid

The Bids will be for a period of twenty-four (24) months

1. Posted Positions

The positions shall be posted electronically. The format shall include the following posted criteria:

- a. Identification posting number
- b. Unit assignment
- c. Shift
- d. Days off or rotation pattern and cycle
- e. Deadline for bid submittal
- f. Location where bid is to be submitted
- g. Description of duties to be performed (knowledge, skills, and abilities)

The deadline for bid submittal will be no less than ten (10) calendar days from the electronic posting. An employee who does not submit a post preference by the deadline will be assigned a post

at management's discretion, but may participate in the interim bid process.

2. Employee Bid Forms

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 Post and Bid Administrator's office, a copy to the Union, and the employee retaining a copy. Bid forms shall include posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The forms must be dated and signed by the employee.

3. Leaves

An otherwise eligible employee absent from the worksite during the bid process for such reasons, including but not limited to EIDL, SDI, Workers' Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process during the electronic posting period. Employees must assume the assignment within sixty (60) calendar days of the posting of the bid results. After sixty (60) calendar days, management shall decide whether or not to fill the position.

In the event the employee is unable to assume the post within the sixty (60) calendar days, the employee may be placed in another post at management's discretion.

4. Assignment

Within thirty (30) calendar days after posting the notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. When a bidded position is filled, all RCS employees will be notified electronically of the bid results. However, in cases of emergencies or where severe staffing shortages exist, assignments may be delayed up to sixty (60) calendar days after posting of notice.

B. Interim Bidding Process

1. Deletions

If a bid position is deleted, then the employee in that position may:

- a. bid on any vacant posted position

b. be transferred at management's discretion to a vacant position with substantially similar start/stop time and RDO if possible.

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 from management no later than fifteen (15) calendar days prior to the change. If the employee desires to remain in the altered position, the employee shall notify management of that desire no later than five (5) calendar days prior to the change in writing 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.

2. Transfers

Employees holding bid positions shall not be involuntarily transferred or moved, except in case of emergency, or as otherwise provided in this article.

An employee may be temporarily removed from a 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 the employee's bid assignment.

Employees losing the right to bid as outlined above may be administratively transferred at the discretion of the State.

3. Interim Bids

If a position becomes vacant during the twenty-four (24) month bid cycle, the position shall be posted for an interim bid in accordance with the posting criteria in subsection "A". An employee may not make more than one successful bid each twelve (12) months in a twenty-four (24) month bid cycle, except that if an employee's bid position is deleted. Exceptions to this limitation may be granted following a request in writing to the Post and Bid Administrator.

C. Denial of Bid

Employees who have received yearly evaluations during the preceding twelve (12) months with two (2) or more categories marked below standard may lose the right to bid for up to six (6) months, subject to review in three (3) months. 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. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee's right to bid shall be restored.

Employees who have adverse actions taken against them during the preceding twelve (12) months shall lose the employee's right to bid for up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If on appeal, the employee is exonerated, the employee's right to bid shall be restored.

D. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such a 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.

E. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the P&B procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) calendar days of the request.

F. Post and Bid Review

At each Veterans Home, Management shall designate an official who shall be responsible for the administration of the P&B provision. Upon request, the P&B administrator shall meet periodically with the SEIU representatives for the purpose of reviewing compliance with the Post and Bid provision.

G. Seniority

1. 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 determined by employees with the greatest amount of seniority in the RCS classification. If further tie exists then ties will be broken by draw of lots.
2. Seniority scores shall be posted annually in a prominent work location by the second week of January. Each employee has ten (10) calendar days from the date of posting to contest scores.

H. Implementation

The provisions of this section will be implemented six (6) months after the ratification of the agreement by both the State and the Union membership, then every twenty-four (24) months in January.

20.18.20 Pilot Post and Bid for Medical Assistants CHCF Stockton (Unit 20)

A. Purpose

The State will pilot an annual Post and Bid (P&B) process for Medical Assistants (MA) at the California Health Care Facility (CHCF) to allow employees to secure an assignment based on seniority. This pilot will continue until June 30, 2026.

B. Responsibility

The Chief Nursing Executive (CNE), or their designee, shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

C. Procedure

1. General Provisions

- A. The annual P&B process will allow employees to bid twelve (12) month assignments.

B. The word “assignment” as used in this section is synonymous with that of “position.”

Commented [KJI]: On State draft the State changed the formatting to lower case (a) and (b). These changes do not reflect the TA language agreed to.

2. Eligibility

Participation in the P&B process is limited to eligible employees. An eligible employee:

- a. Must be a permanent, full-time MA. Probationary and Employee Health MAs 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.

3. Seniority

Defined as one point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by “lottery” thereafter.

4. 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 "H" subsections "1" and "2" or if an employee is granted a bid under the provisions of Section "J." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

5. Annual Bid Process

- a. There shall be eighty percent (80%) of all of the MA qualifying positions providing provider support allotted according to seniority at CHCF.
- b. The specific posts that comprise the eighty percent (80%) will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas and Regular Days management and bid assignments.

Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss

c. Participation in the Annual 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. The awarding of the P&B assignments will be based on seniority. For example, the most senior MA bidding for a P&B assignment will be awarded his/her first choice. This awarding of P&B assignments will continue in order of seniority until the P&B process is completed, with all the assignments being awarded or the bids submitted have been exhausted. The MA will remain in the awarded assignment for the full twelve (12) months, except as in Sections H or J below.

d. Timeframes

1. The annual bid cycle begins in the month of April 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 April 1st every year.
 2. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall determine the employee's placement on the seniority list.
 3. An employee may voluntarily withdraw from participating in the Annual Bid Process by submitting a written request to their supervisor. Employees who withdraw will be assigned at Management's discretion.
 4. The annual bid process shall be completed no later than 4pm on May 1st or 4pm on the following Monday if May 1st falls on a weekend.
 5. The new assignments will begin the first Monday in July on the first watch.
 6. The time frames will be agreed upon at the local level by the Union and Management.
- e. Posting Assignments

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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), yard, or other assignment
3. Shift
4. Days off or rotation pattern and cycle
5. Time base
6. The time & location of the walk-up bid, or upon mutual agreement, the deadline for bid submittal and where to be submitted.

f. Bidding

1. Employees may bid on the posted assignment of choice during the bid process. A bidding form will be made available to the member prior to the bid date.

- (a) Employees that are not present may bid by phone or by proxy.
- (b) If bidding by proxy, the employee must provide a copy of the bid form that includes a signature, date, and time to the proxy and the CNE or their designee.

2. Bid forms shall include:

- (a) identification posting number,
- (b) employee's name,
- (c) classification

The form must be dated and signed by the employee.

3. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Workers' 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.

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Commented [KJ4]: On State draft the State changed the formatting to lower case a, b and c are dashes. These changes do not reflect the TA language agreed to.

4. 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 the Management's discretion.

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g..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 each duties.
 - a. If an absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) 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 RDO for the remainder of the bid period.
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 May 1 will be precluded from the bid process until the next open bid process.

h. 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, they 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 training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

i. 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.

j. 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, their 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 hiring authority 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 conducted 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 assignments as outlined above may be administratively transferred without regard to RDO.

Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the 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 their eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's 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 their 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.

k. Floating or Redirect

The word "float" is synonymous with that of "redirect". If it becomes necessary to temporarily float or redirect employees to another Unit 20 MA position in order to provide coverage, each CDCR institution shall establish a rotational system that distributes floating by inverse seniority on an equitable basis. In addition, rotation should have the least impact on staff & patient care. In the event that a provider is unavailable, the MA assigned to that area will be redirected.

l. 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.

m. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose their 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.

Commented [KJ6]: On State draft the State changed the formatting to (1), (2), and (3). These changes do not reflect the TA language agreed to.

n. Disputes

1. Disputes concerning this section shall be grievable to the Departmental 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 non-requesting 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 their 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. Employee has the right to go on a waiting list for the next available slot matching the employee's RDO.

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ARTICLE 21 – MISCELLANEOUS

21.1 Telecommute/Telework Program (Excludes Unit 17)

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

B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Such programs shall operate within

the guidelines established by the Statewide Telework Policy, State Administrative Manual section 181.

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 the department's 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 worksites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.

E. Any denial of requests made under subsection B shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters.

21.1.17 Telecommute/Telework Program (Unit 17)

- A. Telework is defined as performing work one (1) or more days per pay period away from the worksite to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.
- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework

shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters.

Such programs shall operate within the policies, procedures, and guidelines established by the Statewide Telework Policy, State Administrative Manual section 181.

- 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 the department's 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.
- E. Where operational considerations permit, departments shall consider implementing telework opportunities as a recruitment and retention strategy.

21.2 Electronic Monitoring (Excludes Unit 14)

- A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment the employee may grieve such action under Article 6.
- B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the sole source of attendance reporting or as the sole reason of discipline.

21.2.14 Electronic Monitoring (Unit 14)

- A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment the employee may grieve such action under Article 6.
- B. 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 Units 17 and 21)

A. Training

Each department, at the request of an employee required to upgrade the employee's 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 related to obtaining 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 the exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by the employee's 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 the employee's 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 the employee's 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 Call Centers

A. Definition of a Call Center:

A call center is the 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; (5) shall be trained on how to properly escalate problem callers; and (6) 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 received 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 the employee's supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.
6. Every employee assigned to a call center will also be given access to information on workstation ergonomics.

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 the employee's 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 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 the manager/supervisor can: (1) perform the duties of call center staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out the employee's duties; (4) handle escalating calls.

5. Dispute Resolution Process

If the Union disagrees with the department's determination of a call center under the definition provided in 21.4, the Union may file a dispute directly at the third step of the grievance procedures as provided in Article 6 – Grievance, Arbitration, and AWOL Procedures. Any dispute arising under this section shall not be subject to arbitration.

Any CalHR determination of a call center will address any applicable pay differentials.

21.5 Telework Stipend Program

A. Eligibility

Effective January 1, 2022, and payable after the first day of the pay period following ratification, employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as Remote Centered with an approved telework agreement shall receive \$50 per month.
2. Employees identified as Office Centered with an approved telework agreement shall receive \$25 per month.
3. Incidental telework does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.

B. Payment Process

1. This stipend shall be paid for each eligible pay period, payable the following pay period. The State shall endeavor to pay this stipend as part of the employee's regular pay warrant. The method of payment is not subject to Article 6 of the MOU.
2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
3. This payment is not subject to a qualifying pay period.
4. For approved telework agreements that are effective other than the first of the pay period, the stipend is payable upon a fully executed telework agreement.
5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.

6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.

7. No receipts shall be required for the payment of this stipend.

8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.

9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this Side Letter Agreement and the terms of the MOU.

C. Telework Modification or Termination

Employees' telework agreements shall not be permanently modified by the State without adequate prior notice. The State shall endeavor to provide at least 30 calendar days' notice, but no less than 15 calendar days' notice to employees when permanently terminating or permanently modifying a Telework Agreement. This advance notice is not required due to unforeseen operational need or by mutual agreement between the employee and management. Upon request, a copy of the termination or modification will be provided to SEIU Local 1000.

D. Telework Joint Labor Management Committee

1. Upon written request, the State and the Union shall meet no more than four (4) times per fiscal year. Upon mutual agreement the parties may meet more frequently to continue discussion under this section. The Union and State shall each select up to eight (8) representatives. Union representatives shall serve without loss of compensation. The State and Union will discuss cross-departmental issues related to the implementation and administration of the Statewide Telework Policy including, but not limited to, equipment, tools, service delivery, and employee cost. Any recommendations

from the committee shall be submitted directly to the Deputy Director of Labor Relations.

2. Upon mutual agreement, Subject Matter Experts may be allowed to attend. Additional representatives may be permitted upon mutual agreement between the parties.

3. The Union and State will mutually develop an agenda prior to each meeting.

4. This provision is effective through June 30, 2026.

E. The Telework Stipend Program is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.

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, breakrooms)	Micro Layout and Space Plan
Union	E	E	ABCD	E	ABCD
Steering Committee	B	B	B	B	E
Solution Teams	E	ABF	AB	AB	ABCD

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 Real Estate Services Division (RESA) 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 RESA, any modifications must be reviewed and approved by RESA.

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 office or designated Teleworking Centers one (1) 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. All Guides will be required to work up to a maximum of twelve (12) evening tour shifts per fiscal year. 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 the Guide wishes 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 the Guide's 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 1,500 hours.

E. Guides working an evening tour will not be scheduled for the next shift within ten (10) hours of the employee's 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 America's Job Center of California (Unit 1)

The EDD and CalHR shall include these provisions in all MOUs entered into with local America's Job Center of California partners:

- A. The local Workforce Development Board certifies that its America's Job Center of California 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 America's Job Center of California shall remain under the supervision of the employee's employing department for the purposes of performance evaluation and other matters concerning civil service rights and responsibilities. State employees performing services at America's

Job Center of California 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 America's Job Center of California 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 America's Job Center of California 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 (CalHR) of the grievance and arbitration 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 the employee's separation from the State or upon the employee's 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 the employee's duties as a state officer or employee.

Each department shall determine, subject to approval of CalHR, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with the employee's 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 the employee's duties as a state officer or employee.
- E. Performance of an act in other than the employee's 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 the employee's official duties or was intended as a reward for any official actions performed by the officer or employee consistent with departmental policy.
- G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting the employee's full-time, attention, and efforts to the employee's state office or employment during the employee's 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 affected 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 and students.
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 the employee's 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 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 the teacher's 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.

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, upon the request of the Union to a Department's Labor Relation Officer, the Union and the Department shall establish an advisory committee in that 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)

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 or when another need for additional preparation time arises.

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.

21.15.3 Off-Site Teacher Preparation Time (Unit 3)

Consistent with the provisions of section 19.1.3 (Hours of Work), employees in Unit 3 teaching classes may schedule 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)

- A. It is the State's policy to allow Unit 3 employees the exercise of professional judgment in the employee's work recognizing, nonetheless, that ultimate responsibility for determining work methods and selecting methodologies, curricula, etc., rests with management.
- B. Recognizing the professional status of Unit 3 teachers and librarians, any portion of a performance evaluation concerning professional practice shall be prepared, whenever possible, by a credentialed supervisor or administrator.

21.16.21 Professional Responsibility (Unit 21)

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

Unit 21 employees shall exercise the employee's professional judgment in the employee's work, including scheduling of work

hours and locations consistent with the fulfillment of professional responsibilities.
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. Employees may request their name not be cited within the publication.

21.18.11 Drug and Alcohol Testing (Unit 11)

A. Commercial Drivers' License Holders

1. Unit 11 employees whose job assignment requires the employee to have a commercial driver's license 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 the employee's required job duties for the employee's employer may elect to deactivate the employee's commercial driver status and remove themselves from the random testing pool by providing notice in writing to the employee's employer at the end of each season of operating a commercial vehicle. Employees not electing to deactivate the employee's commercial driver status for the employee's employer will be deemed to continue to be available to operate a commercial vehicle for the employee's 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 the employee's 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 the employee's CDL status and voluntarily utilizes the resources available to them 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 the employee's 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 CalHR rules 599.960, 599.962, 599.964, 599.965, and 599.966; 49 Code of Federal Regulations (CFR) Part 40, et al.; and 49 CFR 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 their 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 Departments of Education and Veteran's Affairs, Department of Corrections and Rehabilitation, State Hospitals, and Developmental Services, each department will establish Nursing Policy and Procedures Manual(s), which shall include, but not be limited to, provisions on doctors 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 registered nurses it employs are committed to the highest levels of patient care in terms of the patient's health and safety. Accordingly, the parties agree that the registered nurse shall not practice, nor shall the registered nurse be required to practice, in any manner, which places the registered nurse's license in jeopardy.

This section is not arbitrable; however, it may be grieved to the third (CalHR) level.

21.22.20 Licensure/Certification (Unit 20)

A. The State and the Union recognize there are various licenses and certifications held by the employees. Accordingly, the parties agree that employees shall not practice, nor shall an employee be required to practice, in any manner which places the employee's license/certification in jeopardy.

B. This section is not arbitrable; however, it may be grieved to the third (CalHR) 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 section 5.10 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 CalHR and the Union.

The goals of the meetings may include, but are not limited to:

1. Identify worksites 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.

21.25.3 Work Assignment Notification (Unit 3)

Management of the CDCR shall endeavor to inform its teachers of the next year's work assignment prior to the end of the Academic Calendar year. If any changes in work location and/or assignment becomes necessary, the Department shall endeavor to notify the affected teachers as soon as the

necessity for change is known. Where changes are made, the employee will be provided a specific written explanation of the need for such change.

21.26.15 Custodial Routes (Unit 15)

- A. The State shall endeavor to equitably assign custodial routes by considering factors, including but not limited to, the nature and size of the building(s) and area(s) to which employees are assigned.
- B. Where feasible, in the event of unanticipated staff shortages and where staff are covering work areas in addition to those normally assigned, departments may initiate a modified cleaning program, and necessary modified cleaning duties will be assigned by the supervisor.
- C. This section shall be grievable up to the departmental level of review.

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 employee discipline and discharge.

B. Applicability

- 1. This Article shall only apply to permanent tenure and pre-tenure exempt employees (hereafter employee) of the CDE, Special Schools.
- 2. Appealable disciplinary action is defined as dismissal, demotion, or suspension without pay for more than six (6) 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 area 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 is taken on or before the date such leave is terminated, the 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 the employee's right to a representative of the employee's 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 the employee's 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 their 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 an SEIU representative or support person and, if needed, reasonable accommodations, as defined by the Americans with Disabilities Act. Non-availability of the representative, or support person, 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.

22.3.3 Work Assignment Notification – Special Schools (Unit 3)

Management of the CDE Special Schools shall endeavor to inform its teachers of the next year's work assignment prior to the end of the spring semester. If any change in assignment becomes necessary, the CDE shall endeavor to notify the affected teachers as soon as the necessity for change is known. Where changes are made, the employee will be provided a specific 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 the employee's 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 the employee's 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 at the Special Schools of the Department of Education in Unit 3 may be required to serve in extracurricular 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.
 - 1. The school superintendent or designee(s) will endeavor to equitably assign the above activities according to the needs of the school.
 - 2. A listing of anticipated activities and the number of people required to cover the activities will be distributed to the faculty no later than the beginning of the school year.

3. The listing of activities and the number of people required for each activity will be updated as soon as possible to reflect any changes that may occur during the school year.
 4. Teachers will be assigned to activities according to the employee's stated preferences, whenever possible.
- B. Exempt Special School teachers of the Department of Education 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 in 22.10.3. 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 the employee's 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 CCR Title 5 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 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:
 - a. A school term employee for ninety percent (90%) of the teacher work days in one school term applicable to the employee.
 - b. A Teacher, Specialist, for ninety percent (90%) of the work days applicable to them 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 the employee transferred and shall have tenure at the school to which the employee 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 they transferred and shall have all such rights at the school to which they 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 reappointment 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 they 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 the employee is serving, unless by March 15, the superintendent of the school gives the employee notice that the employee 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 the employee's last known address as listed in the employee's official personnel file.
2. Delivered to the employee in person and the employee's 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.

22.8.3 State Special Schools- Family Crisis Leave Bank (Unit 3)

- A. Effective within thirty (30) days of ratification of this Agreement by both parties, the CDE 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 (1) 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 CDE, signed by the donating employee, and verified by the CDE. 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 CDE 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 (1) 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 CDE, and shall be signed by the requesting employee. If the employee is medically incapacitated, the CDE 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 CDE 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 regarding this article can not be appealed beyond the CDE 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

22.9.3 Salary Schedule (State Special Schools and Diagnostic Centers) (Unit 3)

Each state special school and diagnostic center shall adopt and cause to be printed and made available to each certified employee, a schedule of salaries to be paid. The salary schedule will be made available at the beginning of each school year or at the time of hire. All such salary schedules, recruitment and retention differentials and coaching stipends shall also simultaneously be provided to SEIU Local 1000, from each special school and from each diagnostic center, and shall be made available to the Union whenever any salary schedule is changed.

22.10.3 Coaching/Advisor Stipend (Unit 3)

Effective the pay period following ratification by both parties, pursuant to section 22.5, paragraph B the CDE may establish coaching and advisor positions and provide additional compensation as listed below to FLSA exempt employees assigned to WWG SE/E while performing coaching/advisor functions which clearly exceed the normal demands of an employee's classification/position.

Class A - \$4,300

Football – Varsity Head Coach – California Schools for the Deaf

Class B - \$3,600

Basketball – Varsity Head Coach, Boys – California Schools for the Deaf

Basketball – Varsity Head Coach, Girls – California Schools for the Deaf

Track – Head Coach, Boys - California Schools for the Deaf

Track – Head Coach, Girls - California Schools for the Deaf

Wrestling – Head Coach - California Schools for the Deaf

Football – Junior Varsity Head Coach - California Schools for the Deaf

Drama – Head Coach - California Schools for the Deaf

Baseball – Varsity Head Coach - California Schools for the Deaf

Softball – Varsity Head Coach - California Schools for the Deaf

Fall Traditional Cheer – Varsity Head Coach – California Schools for the Deaf

Winter Competitive Cheer – Varsity Head Coach – California Schools for the Deaf

Soccer – Varsity Head Coach - California Schools for the Deaf

Class C - \$2,750

Cross Country – Head Coach – California Schools for the Deaf
Swimming – Head Coach – California Schools for the Deaf
Badminton Special Olympics – Head Coach – California Schools for the Deaf
Basketball – Junior Varsity Head Coach, Boys – California Schools for the Deaf
Basketball – Junior Varsity Head Coach, Girls – California Schools for the Deaf
Volleyball – Head Coach – California Schools for the Deaf
Football – Assistant Coach – California Schools for the Deaf
Wrestling – Assistant Coach – California Schools for the Deaf
Track – Assistant Coach, Boys – California Schools for the Deaf
Track – Assistant Coach, Girls – California Schools for the Deaf
Golf – Head Coach – California Schools for the Deaf
Strength and Conditioning – Head Coach
Drama – Assistant Coach – California Schools for the Deaf
Fall Traditional Cheer – Junior Varsity Head Coach – California Schools for the Deaf
Winter Competitive Cheer – Junior Varsity Head Coach – California Schools for the Deaf
Academic Bowl – Coach
Soccer – Junior Varsity Head Coach – California Schools for the Deaf

Class D - \$2,200

Cross Country – Assistant Coach – California Schools for the Deaf
Swimming – Assistant Coach – California Schools for the Deaf
Basketball – Assistant Coach, Boys – California Schools for the Deaf
Basketball – Assistant Coach, Girls – California Schools for the Deaf
Volleyball – Assistant Coach – California Schools for the Deaf
Baseball – Assistant Coach – California Schools for the Deaf
Softball – Assistant Coach – California Schools for the Deaf
Fall Traditional Cheer – Assistant Coach – California Schools for the Deaf
Winter Competitive Cheer – Assistant Coach – California Schools for the Deaf
Golf – Assistant Coach – California Schools for the Deaf
Soccer – Varsity Assistant Coach – California Schools for the Deaf
Soccer – Junior Varsity Assistant Coach – California Schools for the Deaf
Track – Coach – California School for the Blind
Strength and Conditioning – Assistant Head Coach
Swimming – Coach – California School for the Blind

Goalball – Coach – California School for the Blind
Beep Baseball – Coach – California School for the Blind
Beep Kickball – Coach – California School for the Blind
Music – School for the Blind, Fremont

Class E - \$1,650

Class Advisor

ARTICLE 23 – CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, (CDCR) DIVISION OF JUVENILE JUSTICE

23.1.3 Purpose (Unit 3)

On March 10, 2006, the State and the Union concluded negotiations mandated by the Alameda Superior Court, in the case of Margaret Farrell versus Walter Allen III, Director California Youth Authority, No. RG03079344. On February 25, 2016, the parties agreed to dismiss the Farrell v. Kernan case with prejudice and further agree that all provisions of the Remedial Plans, Consent Decree and other Orders shall be terminated. The results of these negotiations were originally reflected in Article 23 of the 06-08 Memorandum of Understanding (MOU). Any subsequent modifications have been by mutual agreement and are reflected in this Article.

23.2.3 Academic Work Year (Unit 3)

- A. 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 hundred ten (210) instructional days and ten (10) professional staff development days.
- B. 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. Salary earned during the intersession shall not be considered compensation for the purpose of retirement contribution.

- C. Employees shall be compensated for said work at the employee's normal daily rate of pay.
- D. Should DJJ/CEA decide to offer a half day school schedule or a half day assignment during Intersession, BU 3 employees shall receive one half (1/2) of the employee's daily rate of pay, and not be expected to work more than four (4) hours per day. Teachers scheduled to work during Intersession shall be compensated for student contact time, as well as preparation time as outlined in section 21.14.3. DJJ/CEA will clearly delineate if the assignment is half day or full day.
- E. Intersession is defined in the Academic Calendar. 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; or,
 - 3. Granted a combination.
- F. Employees who worked the July 13, 2006 through August 6, 2006 Intersession shall have this time counted for purposes of retirement.

23.3.3 CDCR-DJJ Academic Calendar Annual Modification (Unit 3)

During the term of this Contract, the CEA, Superintendent of Education, hereby agrees that they will provide the Union with copies of proposed CDCR-DJJ academic calendar(s) for the following academic year by November 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(s) 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. 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. 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.
- B. 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 A. above.
- C. 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.

23.7.3 Holidays (DJJ/CEA) (Unit 3)

All affected 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.

- A. For all DJJ/CEA Unit 3 eligible employees, when a regular holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.
- B. For all DJJ/CEA Unit 3 eligible employees, when a premium holiday, falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. These premium holidays are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and December 25.

23.8.3 Vacation (Unit 3)

- A. Effective with the August 2006 pay period, all full-time DJJ/CEA Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.
- B. 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 A. above.
- C. 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 and section 8.18, Work and Family Participation; or
 - 2. In exceptional (uncommon) situations not covered by section 23.9.3, Personal Necessity Leave (PNL), on a case-by-case basis and subject to supervisory approval.

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 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.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking the employee's 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, shall be compensated in accordance with the current DJJ/CEA Unit 3 Salary Schedule for the county in which the employee's respective facility is located (Appendix C).
- B. A new 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 who do not possess a Bachelor's Degree, 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. Career-technical teachers who possess a Bachelor's Degree will be placed on the salary schedule in the same manner as academic teachers.
- c. 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 (120 months).
- D. Additional daily rate incentives may be paid for hard to fill classifications.
- E. Steps are years of service. Range increases are attained by completing additional credits as described on the salary schedule.
- F. 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, or California Commission on Teacher Credentialing (CCTC) approved program, including credits for continuing education courses if provided on an official transcript from an accredited college or university. College credits, continuing education credits and any DJJ/CEA designee approved 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 (CEUs) 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 a DJJ/CEA designee.
- 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 a DJJ/CEA designee as follows:
 - 1. New college credits, CEUs, or trade experience used for salary advancement shall have relevance to the course curriculum of the teacher or specialist seeking credit and bring new skills, content or technology into the program in order to stay knowledgeable with the public education and trades programs.
 - 2. In lieu credit may be granted for engaging in projects and/or workshops approved by a DJJ/CEA designee regarding the improvement of instruction and curriculum at the rate of ten (10) hours equal to one credit. No more than six (6) credits will be granted in one (1) year.

23.12.3 INTENTIONALLY EXCLUDED

23.13.3 Bargaining Unit 3 Teacher Service Credit (Unit 3)

Bargaining Unit 3 employees who work in the Department of State Hospitals, Department of Developmental Services, California Department of Education, or Department of Rehabilitation and who transfer to DJJ, will be granted full State service credit and be placed accordingly on the DJJ salary schedule.

ARTICLE 24 – ENTIRE AGREEMENT AND DURATION

24.1 Entire Agreement

A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract. The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it

necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation. The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (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 CalHR 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.

24.2 Duration

- A. Unless a specific provision provides for a different effective date, the term of this Contract shall be July 1, 2023 to June 30, 2026.
- B. In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.
- C. If a proposal does not include an effective date, the effective date shall be the first day of the pay period following ratification.

24.3 Continuous Appropriations

The State and SEIU agree to present to the Legislature as part of the MOU bill a provision to appropriate funds to cover the economic terms of this Agreement. This will maintain employee salaries and benefits in case of an untimely budget.

ARTICLE 25 – CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) ADULT PROGRAMS (OCE) (UNIT 3)

25.1.3 CDCR, OCE 220 Day Academic Year Annual Modification (Unit 3)

CDCR, OCE shall obtain input from employees during the development of the proposed academic calendar. The CDCR, OCE, Superintendent, hereby agrees that they will provide the Union with copies of the proposed CDCR, OCE 220 Day Academic Calendar(s) for the following academic year by November 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 Correctional Education, CDCR, OCE shall be free to make such change in any or all of the academic calendars for the CDCR, OCE as are required by operational necessity.

25.2.3 CDCR, OCE Additional Instructional Assignments (Unit 3)

- A. A CDCR, OCE 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.

25.3.3 Educational Leave (Unit 3)

- A. Effective August 1, 2007, all affected CDCR, OCE Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28.3 Educational Leave.
- B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph A. above.
- C. Any full-time CDCR, OCE, Unit 3 eligible employee, will be permitted to use available, approved Education Leave credits pursuant to section 8.28.3 Education Leave of this MOU.

25.4.3 Holidays (CDCR/OCE) (Unit 3)

All affected CDCR, OCE, 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.

- A. For all CDCR, OCE, Unit 3 eligible employees, when a regular holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.
- B. For all CDCR, OCE, Unit 3 eligible employees, when a premium holiday falls on an employee's unassigned, non-work day, and the

employee is required to work, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. These premium holidays are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and December 25.

25.5.3 Vacation/Annual Leave (Unit 3)

- A. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.
- B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Vacation/Annual Leave credits accrued prior to the termination described in paragraph A. above.
- C. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall be precluded from using Vacation/Annual Leave credits, except:
 - 1. As provided for in section 8.16, FMLA and 8.18 Work and Family Participation; or
 - 2. In exceptional (uncommon) situations not covered by section 25.6.3 Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.

25.6.3 Personal Necessity Leave (Unit 3)

- A. A new CDCR, OCE, Unit 3 eligible employee, upon successful completion of ninety (90) scheduled academic calendar work days, shall be credited with three (3) Personal Necessity Days on the first day of the following month.
- B. All current CDCR, OCE, 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 eligible employee who has sufficient leave.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking the employee's 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.

25.7.3 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, or California Commission on Teaching Credentialing (CCTC) approved program, including credits for continuing education courses if provided on an official transcript -from the approved program. College credits, continuing education credits and any CDCR, OCE designee approved 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 (CEUs) 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 a CDCR, OCE designee.
- C. For the purpose of salary advancement CDCR, OCE, 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 a CDCR, OCE designee as follows:
 - 1. New college credits, CEUs, or trade experience used for salary advancement shall have relevance to an approved course of study, degree plan, or the course curriculum of the teacher or specialist seeking credit and bring new skills, content or technology into the program in order to stay knowledgeable with the public education and trades programs.
 - 2. In lieu credit may be granted for engaging in projects and/or workshops approved by a CDCR, OCE designee regarding the improvement of instruction and curriculum at the rate of ten (10) hours equal to one (1) credit. No more than six (6) credits will be granted in one (1) year.

25.8.3 220 Day Academic Work Year (Unit 3)

- A. All CDCR, OCE, Unit 3 eligible employees shall work a 220 Day Academic Calendar Year. The CDCR, OCE, 220 Day Academic Calendar Year shall consist of 208 instructional days, and 12 staff development/training days.
- B. Employees shall be compensated for said work at the employee's normal daily rate of pay, per Article 25.13.3.
- C. Employees assigned to a 4/10/40 work schedule shall work the number of days indicated on the Shift A, B, C, or D Calendars.

25.9.3 Teacher Service Credit (Unit 3)

Bargaining Unit 3 employees who work in the Department of State Hospitals, Department of Developmental Services, California Department of Education, or Department of Rehabilitation and who transfer to CDCR, OCE will be granted full State service credit and be placed accordingly on the CDCR, OCE salary schedule.

All transfers will be placed according to section 25.13.3.

25.10.3 CDCR, OCE 220 Day Academic Work Year – 4/10/40 Work Schedule (Unit 3)

- A. The CDCR has established a 4/10/40 work schedule for Institutions that have eligible BU 3 employees assigned to the schedule.
- B. These above employees who are assigned the 4/10/40 work schedule shall work according to the Academic Calendar in Shift A, B, C, or D as assigned by management.
- C. If changes to this schedule are necessary or employees are reassigned to a regular academic schedule, the Department shall provide the employees forty-five (45) days written notice of said change.

25.11.3 INTENTIONALLY EXCLUDED

25.12.3 INTENTIONALLY EXCLUDED

25.13.3 CDCR Office of Correctional Education, Academic Teacher/Vocational Instructor Salary Schedule Placement (Unit 3)

Salary Schedule Placement

A. Current CDCR, OCE, Unit 3 eligible employees shall be compensated in accordance with the current CDCR/OCE salary schedule for the county in which the employee's institution is located.-

B. Current CDCR, OCE, Unit 3 employees initially placed on the salary schedule based upon education and/or experience, establishes the individuals' qualifications for that range. All employees hired prior to August 1, 2007, who are initially placed into the salary schedule based upon education and/or experience, will move according to the criteria for Career and Technical Education and Academic Instructors.

C. CDCR, OCE, Unit 3 eligible employees shall be placed on the salary schedule first by education above the Bachelor's Degree. Career and Technical Education Instructors will be placed on the salary schedule based on completion of trade school, credential status, and/or journey-level experience in the trade.

D. For new employees with less than ten (10) years of State credentialed service, outside qualifying experience in a full-time credentialed teaching position for Academic Instructors or journey-level trade experience for Career and Technical Education Instructors can be used to place the employee up to a maximum of Step 10 (120 months). One (1) academic year of outside service will be considered one (1) year of State credit. For an incomplete year, if the employee worked seventy-five percent (75%) of the outside school year, the employee shall be credited with one (1) year of State credit.

E. Additional daily rate incentives may be paid for hard to fill classifications.

F. Steps are credentialed years of service. Range increases are attained by completing additional education or training credits as described on the salary schedule.

Salary Schedule Footnote

Employees working any 4/10 schedule shall be converted to the 4/10 daily rate by multiplying the 5/8 daily rate by 1.25.

25.14.3 INTENTIONALLY EXCLUDED

25.15.3 Application of DJJ Salary Schedule to CDCR, OCE Employees (Unit 3)

CDCR, OCE Unit 3 eligible employees will use the same salary schedules used in DJJ.

SIDE LETTERS

Side Letter #1 – Golden Handshake

If the Golden Handshake provisions are offered during the term of this Contract and the CDE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 employees in the CDE

Side Letter #2 – Domestic Partner

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code section 297.

Side Letter #3 – Retired Annuitants

The State and the Union agree that hiring retired annuitants may be necessary to perform mission critical work. Mission critical is defined as a disruption in normal business, which may result in the failure of a business operation. Retired Annuitants shall not displace SEIU represented employees.

This Article will be subject up to step three of the formal grievance process and will not be arbitrable.

Side Letter #4 – Access Agreement

Date: March 5, 2007

To: State of California Department Heads, Labor Relations Officers, SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives.

Subject: Side Letter Regarding Access

Over the last two (2) years, the State of California and SEIU Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at the employee's worksites. This challenge has resulted in a number of serious confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between CalHR and SEIU Local 1000.

As with all agreements, both sides had to compromise. This Agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

In that spirit, the State and the Union are fully committed to the following principles:

- Department/Union cooperation in seeking solutions to access issues

- Swift resolution of disagreements when they occur
- An ongoing understanding of, and respect for, each others' particular operational needs

We now look to you to implement this Agreement in the spirit in which it was negotiated. There will be joint training provided on the Agreement at a date still to be determined.

Attachment

This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and Union representatives are encouraged to discuss/resolve access problems if they arise.

The Union shall provide advance notice of its intent to visit worksites. Departments shall notify the Union of the appropriate person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the Union.

The Union has the right to distribute information where represented employees work. The Union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the Union and its members.

When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:

Paul Starkey, Deputy Director of Labor Relations, CalHR	(916) 215-8579
Anne Giese, Chief Counsel, SEIU Local 1000	(916) 554-1279

In the event that agreement cannot be reached between CalHR and SEIU Local 1000 contact persons, the dispute may be submitted directly to arbitration pursuant to Step 4 of the grievance procedure. The parties shall exchange written statements regarding the issue and the response within one week of failure to agree.

Side Letter #5 – Student Assistants

The State and the Union agree that hiring student assistants may be necessary to give students the opportunity to gain experience in the employee's field of study and give the State the ability to attract high quality

candidates for possible hire. Student assistants shall not displace SEIU represented employees.

This Article will be subject up to step three of the formal grievance process and will not be arbitrable.

Side Letter #6 – PLP 2020

This Agreement is a Side Letter to the current Memorandum of Understanding (MOU) effective January 2, 2020 through June 30, 2023 between Service Employees International Union, Local 1000 (Union) and the State of California (State).

This Agreement is necessitated by the unanticipated budget shortfalls arising from the COVID-19 pandemic. It is the intent of the parties to maintain the spirit and the letter of the 2020-2023 MOU, except as modified herein.

The Union and the State do hereby agree as follows:

OPEB CONTRIBUTION

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution of 3.5% for prefunding other post-employment benefits for the 2020-21 fiscal year, as described in Section 9.24 paragraph A, is suspended and shall not be withheld from employees' salaries beginning on July 1, 2020, and ending on June 30, 2022. The employer's monthly contribution for prefunding other post-employment benefits will continue as described in Section 9.24 paragraph A.

PERSONAL LEAVE PROGRAM (PLP) 2020

For fiscal years 2020-21 and 2021-22, SEIU Local 1000 represented employees shall participate in the Personal Leave Program 2020

(PLP 2020) for two (2) days or sixteen (16) hours per month in the manner outlined below.

- A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%.

- B. Each full-time employee shall be credited with sixteen (16) hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program. The accrual rates for Bargaining Unit 3 employees working an academic year shall be pursuant to the chart in Section Y below.

- C. Salary rates and salary ranges shall remain unchanged.

- D. Employees will be given maximum discretion to use PLP 2020 subject to severe operational considerations. However, whenever feasible, PLP 2020 should be used in the pay period it was earned.

- E. PLP 2020 must be used before any other leave with the exception of sick leave and Professional Development Days. Employees may elect to use PLP in lieu of approved sick leave.

- F. PLP 2020 shall be requested and used by the employee in the same manner as vacation/annual leave in Section 8.1.

- G. When an employee has requested to use PLP 2020, and the request is denied on two separate, consecutive occasions, the employee's third request for PLP 2020 shall be approved subject to severe operational considerations that make granting the request a health or safety risk.

- H. PLP 2020 accruals do not expire.

- I. PLP 2020 may be cashed out upon separation from state service.

- J. PLP 2020 leave shall not be considered as "time worked" for overtime purposes except when an employee is mandated to work overtime or has been redirected and is mandated to work overtime to process unemployment claims in the same week in which they use approved leave then that approved leave will be considered hours worked for purposes of calculating overtime.

- K. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits the employee would have received had the PLP 2020 not occurred.

- L. PLP 2020 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, nor service towards a merit salary adjustment.

- M. PLP 2020 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State

death nor disability benefits to supplement those benefits with paid leave.

- N. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications.
- O. Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base consistent with the chart in Article 7 of the MOU.
- P. PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section X below.
- Q. PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- R. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from the PLP 2020 for that month.
- S. Seasonal and temporary employees are not subject to PLP 2020.
- T. Employees not eligible for healthcare are not subject to PLP 2020.

U. Effective July 1, 2020, the minimum salary in the salary range for all SEIU Local 1000 classifications shall be no less than \$15 per hour.

V. Effective July 1, 2020, the classifications and alternate ranges listed in Attachment 1 shall be provided the following Special Salary Adjustments (SSAs), as modified by this Side Letter Agreement.

W. Effective July 1, 2020, no SEIU Local 1000 represented employee shall make less than \$15/hour as a result of the implementation of PLP 2020.

X. All Permanent Intermittent and Special School employees who are subject to the State Special Schools 10-month compensation agreement shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:

Hours Worked During Credit Pay Period	PLP 2020 Hours
0-10.9	1
11-30.9	2
31-50.9	4
51-70.9	6
71-90.9	8
91-110.9	10
111-130.9	12
131-150.9	14
151 or over	16

Y. Bargaining Unit 3 employees who work academic calendars will accrue PLP 2020 on a pro-rated basis, as follows:

Days per Academic Year	FT
176	10.84
184	11.32
194	11.94
209	12.86
220	13.54

Z. Continuation of the Voluntary PLP (VPLP) during the duration of PLP 2020 shall be at the discretion of the employee. If the employee elects to alter their participation in VPLP, they shall be allowed to opt out or change at any time during the PLP 2020 program.

IMPROVING AFFORDABILITY AND ACCESS TO HEALTHCARE

A. For the period from July 1, 2020, to June 30, 2022, inclusive, the provisions of 11.2 titled "Improving Affordability and Access to Healthcare" is suspended. For this time period, the following provisions apply:

1. All health benefit-eligible SEIU Local 1000 represented employees will receive a monthly payment of \$260 and will be ineligible for the Flex-Elect Benefit Plan cash option.
2. The Flex-Elect Benefit Plan cash option shall be reinstated July 1, 2022. For those eligible, enrollment for the Flex-Elect Benefit Plan shall be open April 1, 2022.

3. This payment shall not be considered as “compensation” for purposes of retirement.

B. Notwithstanding any other provision of this MOU, the State may implement changes to the provisions of 11.2 titled “Improving Affordability and Access to Healthcare” or this Side Letter when CalHR determines such changes are necessary in order to comply with state and federal law. CalHR’s interpretation of state and federal law may be based on administrative policies, regulations, or any other guidance interpreting such laws. The State shall meet and confer with the Union over the effects of any changes made pursuant to this section.

C. The duration of subdivision (A) of this Side Letter expires by its own terms or if the provisions of the section titled “Contract Reopener Language – Elimination of Pay Decreases and Suspensions” are triggered.

TELEWORK

Recent experience has demonstrated the benefits and challenges arising from telework programs. The State and the Union commit to work together to transform state government by expanding teleworking on as large a scale as possible.

The State and the Union agree that the use of telework will not result in layoffs.

COST SAVINGS TASK FORCE

Both parties understand the seriousness of the State's budget deficit and the need for budget savings. Further, the parties acknowledge the uncertainty of the fiscal crisis and its duration. In the spirit of collaboration, the parties agree to establish a joint Cost Savings Task Force to discuss, identify and recommend cost savings solutions. In particular, the task force shall endeavor to find cost savings sufficient to fund the General Salary Increase (GSI) scheduled for July 1, 2021. If such cost savings are not mutually agreed upon by the parties on or before March 30, 2021, the GSI shall be deferred through June 30, 2022. The cost savings must be in addition to the efficiency and cost savings measures already assumed in the 2021-22 Governor's budget. The determination of the sufficiency of funding shall be at the sole discretion of the Director of Finance.

The State and the Union shall each designate one (1) co-chair. The task force shall consist of no more than eight (8) management representatives selected by CalHR, including at least one representative from the Department of Finance, and no more than eight (8) union representatives selected by the Union. By mutual agreement the size of the task force may be adjusted. Upon mutual agreement subject matter experts may be invited as needed to attend the meetings and provide expertise. Task force members and employee subject matter experts shall serve without loss of compensation.

The task force shall meet quarterly starting in August 2020 but may adjust the schedule by mutual agreement.

CONTRACT REOPENER LANGUAGE – ELIMINATION OF PAY DECREASES AND SUSPENSIONS

- A. Due to the significant economic impacts of the COVID-19 Recession, in accordance with Section 3517.6 of the Government Code, notwithstanding any other provision of law, the following economic provisions of the existing memorandum of understanding (MOU), which require the expenditure of funds for increased salaries and

wages that were to become effective on July 1, 2020, are hereby suspended until July 1, 2022:

- Section 11.1 (A) (1) (GSI, 2.5%)
 - B. The remainder of the MOU, including economic terms of the agreement not specifically related to the pay item listed in paragraph A shall continue in full effect.
 - C. The determination of sufficient funding to restore the reductions relative to this Side Letter shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:
 1. If the Director of the Department of Finance, as a result of appropriate federal legislation providing additional funding to the state to address the impacts of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.
 2. If the Director of the Department of Finance, as a result of state revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the various pay items that have been suspended or reduced as a result of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.

D. In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced by operation of this Side Letter, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.

E. In the event that neither of the circumstances in paragraph C occur and/or the Director of the Department of Finance does not restore, at their sole discretion, Article 11.1.A.1. Salaries, the General Salary Increase of 2.5% shall become effective on July 1, 2022.

F. If the Governor and Legislature do not draw funds from the rainy day fund to cover revenue shortfalls, the PLP 2020 in fiscal year 2021-22 will be discontinued.

NO FURTHER REDUCTIONS

The MOU, shall continue in full effect, subject to the exceptions noted in this Side Letter. The State shall not seek additional employee compensation reductions from SEIU Local 1000 represented employees.

DISPUTE RESOLUTION PROCESS

The Union and the State agree that any grievances concerning the terms of this Side Letter shall be initiated at the CalHR level, per Section 6.9 of the current MOU between the parties. A copy of the grievance shall be provided to the department upon submission to CalHR.

The Union and the State agree that the mini-arbitration process, Section 6.14 of the current MOU, shall be the exclusive means to resolve any disputes concerning this Side Letter.

Notwithstanding the language in Section 6.14, the State's participation in the mini-arbitration process is mandatory.

Side Letter #7 – Gender Neutral Pronouns

The parties agree to use gender neutral pronouns throughout the provisions of this Contract. By changing these pronouns to make them gender neutral, neither party intends any change to the intent of the language or past practice.

Side Letter #12 – Public Employee Communication

The Public Employee Communication agreement dated April 5, 2018 shall remain in effect.

Side Letter #14 - PLP 2012

In support of Article 8.32 of this Memorandum of Understanding, the State and the Union agree to continue paragraphs 3.1, 4, 6, 7, 8, 9, 12, 14, and the Dispute Resolution Process of the attached Side Letter through the duration of the Agreement. All other provisions of the Side Letter shall be of historical significance only. If the MOU conflicts with any of the above cited paragraphs of the Side Letter, the MOU shall control.

Side Letter #15 – Department Name Changes

The parties recognize that during the term of this Agreement Departments/Agencies names may change and may be modified in this Agreement accordingly.

Side Letter #17 - Employee Work Locations

Once a year, the Union may request a department to provide information regarding the physical location (e.g., division, floor, yard, building, cubicle, etc.) of SEIU 1000 represented employees at any worksite. When possible this information shall be provided electronically.

Departments are not requested to create the information requested. The department will provide information if it already exists or is currently maintained.

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

Side Letter #18 - Contract Completion

If any existing Contract language was not rolled over, the parties will meet and rollover the language.

APPENDIX A- UNIT 1 SALARY SCHEDULE

APPENDIX B

Side Letter 8.1 – EDD Tax Tools October 19, 2000

The Employment Development Department (EDD) Field Audit Compliance Division (FACD), Audit Program Tax Administrators I, EDD Tools Package agreement of October 19, 2000 was revised by management in 2014.

Side Letter 9.1 – EDD Quality Assurance Review (QAR)

Commented [BP8]: Union needs to determine whether to create salary schedules or just list classifications

The Employment Development Department (EDD) Quality Assurance Review (QAR) agreement of February 28, 2001 was revised by management in 2014.

Side Letter 10.1 INTENTIONALLY EXCLUDED

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 16.1

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

APPENDIX C - UNIT 3 SALARY SCHEDULE

APPENDIX D

Side Letter 16.3

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

Side Letter 17.3

Within sixty (60) days of ratification of this Agreement, the Union and CalHR shall meet to update the salary schedules applied to all Unit 3 Academic Teachers and Vocational Instructors employed by the California Department of Corrections and Rehabilitation.

APPENDIX E - UNIT 4 SALARY SCHEDULE

APPENDIX F

Side Letter 10.4 – 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 16.4

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

APPENDIX G - UNIT 11 SALARY SCHEDULE

APPENDIX H

Side Letter 16.11

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

APPENDIX I - UNIT 14 SALARY SCHEDULE

APPENDIX J

Side Letter 16.14

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

Addendum 2.14 – Pay Differentials (Unit 14)

Parties agree to meet and legislative ratification to make corrections to this Article and it will be attached to the agreement.

APPENDIX K - UNIT 15 SALARY SCHEDULE

APPENDIX L

Side Letter 16.15

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

APPENDIX M - UNIT 17 SALARY SCHEDULE

APPENDIX N

Side Letter 7.17 – 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 the employee's shift adjusted to coincide with the time of the course. The Health Care Services Division (HCSD) 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.

Side Letter 16.17

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

Appendix 1.17 – Departmental Approved Courses and Application Procedures for Educational Differential

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, 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
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 Department of Corrections and Rehabilitation
 Institution: _____
 Address: _____

APPLICATION FOR EDUCATIONAL DIFFERENTIAL FOR REGISTERED NURSE II

Name: _____ Date: _____
 Address: _____ Social Security #: _____
 _____ Work Phone: _____
 Courses: _____ Units:*

Course Number	Course Title	School	Semester	Quarter
1.				
2.				
3.				
4.				
5.				
6.				

*Each semester unit = 1 Each quarter unit = 2/3 of a semester unit	Total Units	X1	X2/3	

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, Health Services, 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
Department of Corrections and Rehabilitation, DJJ

PERSONNEL UNIFORM PROCEDURES	Number DRAFT
Subject Education Differential Pay Unit 17 and Excluded Employees	Date Issued 6/12/03

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 Department of Corrections and Rehabilitation, 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.

DEPARTMENT OF DEVELOPMENTAL SERVICES

Lanterman Developmental Center

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 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 \$50.00 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 qualifying semester units or 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 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 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 I 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 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
P.O. BOX 1493
ELDRIDGE, CA 95431

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ARNOLD WILLIAMS RN,
PNED X6704

BU 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 Ph.D. 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 DIFFERENTIAL

Name: _____

Class: Registered Nurse II

State Special School: _____

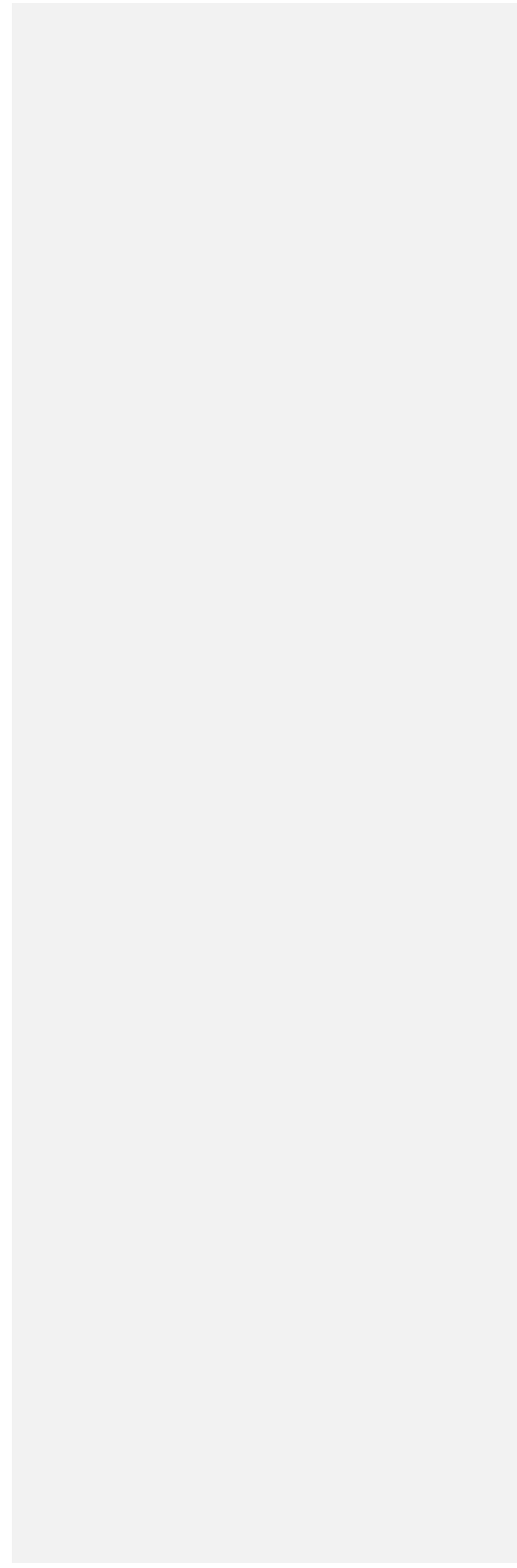
Course Title: _____ Units: _____

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 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 \$50.00 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 the lists of those courses which qualify for this differential.

Only courses completed within the previous five 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 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)
- _____ Enter on Form 672, Attendance Report
- _____ 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 the employee's 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 OPP)
 - 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 and excluded
- _____ 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:
<u>To Maximum</u>	+ 0.0% to + 5.0%	= 599.674 (a)
<u>From Maximum</u>	+ 5.1% to + 9.9%	= 599.674 (b)
<u>= Difference</u>	- 0.1% to - 9.9%	= 599.674 (c)
<u>/ Lower Maximum</u>	-10% or more lower	= 599.675

From: Napa State Hospital
Telephone: (707) 253-5258
2100 Napa Vallejo Highway
Napa, California

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.

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) _____

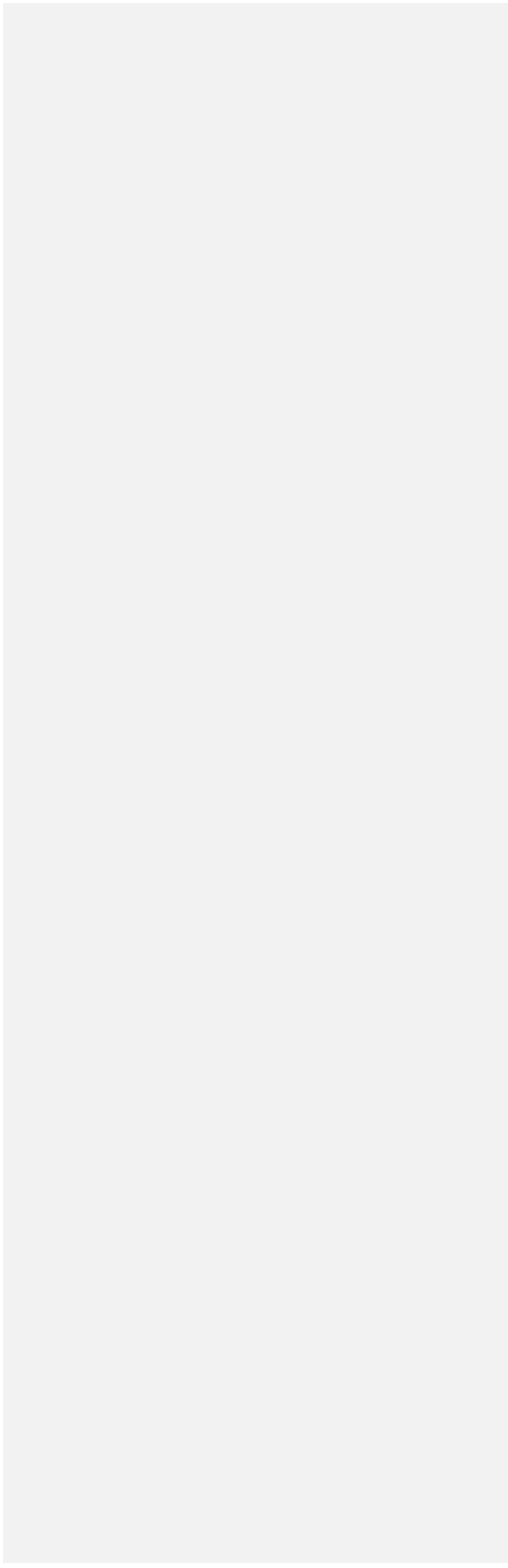
_____ Approved _____ Not Approved _____ Date:

- (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)
Economics (3)
Performance Improvement (6)
Physical Education (2)
Supervision/Management (6)

Computer (6)
Political Science (3)
Guidance/Self Development (6)
Speech (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 Date: September 24, 2002
Health Service Specialist
Supervising Registered Nurses

From: Blanche Sherer
(909) 425-7541

Telephone:

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 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

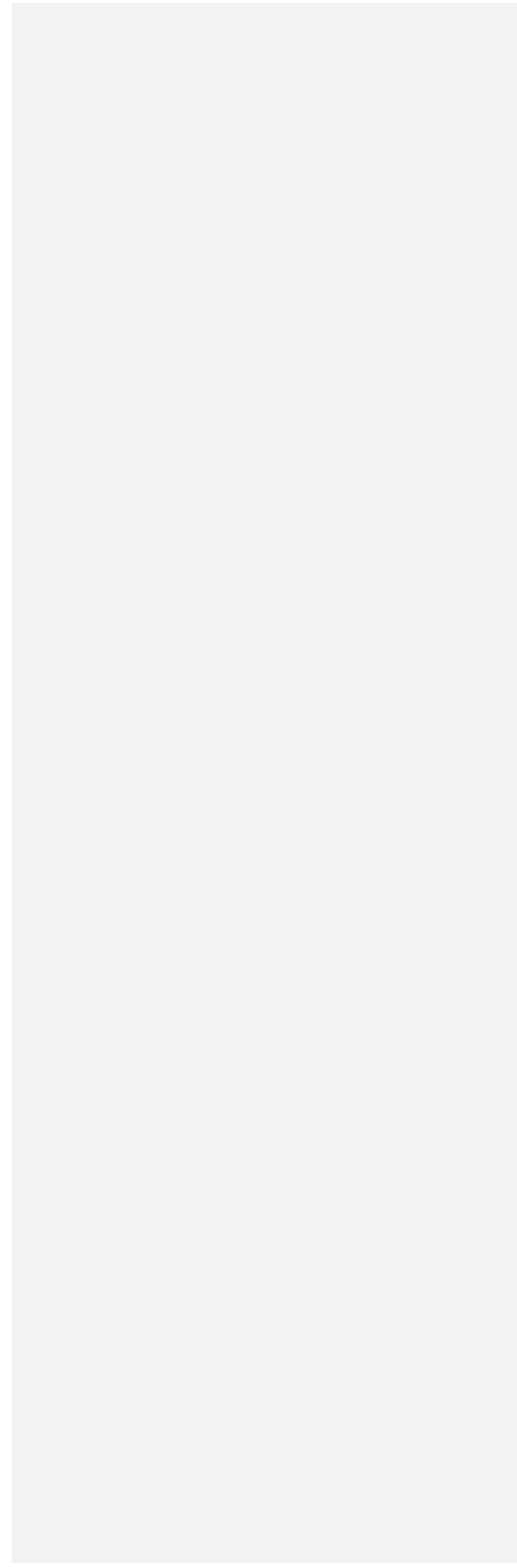
Abnormal Psychology
Adult Education Teaching Credentials Program
Cardiac Care
Computer Science
Crisis Intervention Theory

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: _____

[Text Wrapping Break]

Metropolitan State Hospital

APPLICATION – REGISTERED NURSE B AND HEALTH SERVICES SPECIALIST

Application for education differential on basis of fifteen (15) units of job-related college credits.

Name: _____
_____ (Last) (First) (MI)

Civil Service Classification: _____

Program: _____ Unit: _____

Education:
_____ High School _____ Years Graduated Yes No (Circle One)
_____ College _____ Years Graduated Yes No (Circle One)

Other (Describe) _____

Subject Matter Covered in Course	Length	Where Taken	Units

To the best of my knowledge, the foregoing statements are true and complete.

Signed

Date

Please complete form, attach sealed transcripts and mail to:
Pat LaMountain, PNED
Nursing Education

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 11.57.17.

DEFINITION

During this year's contract bargaining with SEIU Local 1000, Unit 17, section 11.57.17, 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 – FLSA Exempt Employee Differential (Unit 17)

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 the employee's supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for the employee's 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. These employees may regularly be required to work more than forty (40) hours per week to complete the employee's 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. The 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 California Department of Human Resources 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 O - UNIT 20 SALARY SCHEDULE

APPENDIX P

Side Letter 16.20

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

APPENDIX Q - UNIT 21 SALARY SCHEDULE

APPENDIX R

Side Letter 16.21

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.